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1994

WORKING AGREEMENT

between

**THE CORPORATION OF THE
TOWN OF RICHMOND HILL**

and

**THE SALARIED EMPLOYEES ASSOCIATION
RICHMOND HILL, ONTARIO**

January 1, 1994

December 31, 1995

1109401

1994 WORKING AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWN OF RICHMOND HILL

AND

THE SALARIED EMPLOYEES' ASSOCIATION

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THIS AGREEMENT made the **FIRST** day of **JANUARY, 1, 1994**

BETWEEN:

THE CORPORATION OF THE TOWN OF RICHMOND HILL

hereinafter called the "Corporation"

of the First Part,

- and -

THE SALARIED EMPLOYEES' ASSOCIATION

hereinafter called the "Association"

of the Second Part.

WHEREAS the parties hereto have agreed to enter into these presents for the purpose of defining, determining and providing for working conditions, remuneration, pensions, employee benefits and duties of the salaried employees covered by this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE I - GENERAL PURPOSE

1.1 EMPLOYEES COVERED

1.1.1 The provision of this Agreement shall apply to all full-time salaried employees of the Corporation except for those employees included in the Corporation's Administrative Salary Schedule. Those employees classified as "casual, part-time, student or on contract" shall be excluded for the purposes of this agreement.

1.1.2 Each new employee shall be deemed to be a probationary employee for a "minimum of six (6)" consecutive months of his employment, and the provisions of this agreement shall only apply to probationary employees if and when specifically provided for herein.

I 2 RECOGNITION

1.2.1 The Corporation recognizes the Association as bargaining agent for all full-time salaried employees of the Corporation, except for those employees included in the Corporation's Administrative Salary Schedule. The Corporation further accepts that the Association is not the representative for those salaried employees classified as "casual, part-time or students".

1.2.2 The Association agrees to keep the Corporation advised of the names of the Officers of the Association and of its Committees, upon their election or appointment to office.

1.3 MANAGEMENT RIGHTS

Except as, and to the extent specifically modified by this Agreement, all managerial rights and prerogatives are retained by the Corporation and remain exclusively and without limitation within the right of the Corporation and its management. Without limiting the generality of the foregoing, the Corporation rights shall include:

- a) The right: to determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the schedules of work; the number of shifts; the methods, processes and means of performing work; job contents and requirements, quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment; whether there shall be overtime worked; the number of employees needed by the employer at any time and how many shall operate or work on any job, operation or machine; the number of hours to be worked; and generally the right to manage the enterprise and business without interference are solely and exclusively the right of the employer.
- b) The right: to hire and control the working force and employees, to transfer, assign, promote, demote, classify, lay off, recall and retire employees in accordance with the provisions of any pension plans; to plan, direct and control operations; to select and retain employees from positions excluded from the Bargaining Unit provided the written consent of such employee is first obtained; and to transfer employees into the Bargaining Unit.
- c) The right: to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, rules and regulations, policies and practices, to be observed by its employees; to discipline, suspend and discharge employees for just cause. In the event the Association disputes the reasonableness of such rules and regulations the Association shall have the right to file a policy grievance in respect hereof at Step 3 and the balance of the Grievance and Arbitration procedures.

1.4 NO DISCRIMINATION

The Employer and the Association agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employees in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, other than normal retirement at age 65, record of offences, marital status, family status or handicap, nor by reason of their membership or activity in the Association.

ARTICLE 2 - DEFINITIONS

2.1 In this Agreement:

- (a) "Administrative Staff shall mean a person who has administrative responsibility for a department or section, and is a member of the Corporation's Administrative Salary grouping.
- (b) "Employee - Casual" shall mean a person employed by the Corporation and hired for a stated purpose and period of time not to exceed ten (10) months.

- (c) "Employee - Full Time" shall mean a person employed by the Corporation who will be considered to be recognized as permanent after successfully completing a minimum of 6 months of employment and who is required to work a minimum of 35 hours per week for fifty-two (52) weeks per year.
- (d) "Employee - Part-Time" shall mean a person employed by the Corporation who is not required to work more than 34 hours per week.
- (e) "Employee - Probationary" shall mean an employee who has not completed a minimum of a 6 month probationary period with the Town. Once the employee successfully completes the probationary period the employee shall be recognized as a full-time permanent employee.
- (f) "Probationary Period" shall mean the duration of time while an employee who is covered under this agreement works for the Town for a minimum of 6 months and who is recognized as an Employee-Full-Time.
- (g) "Employee - Student" shall mean a person who is employed by the Corporation who has come from an institute of learning and intends to return to an institute of learning or a trade.
- (h) "Employer" shall mean the Corporation of the Town of Richmond Hill.
- (i) "Grievance" shall mean a difference of opinion between the parties as to the interpretation, application, administration or alleged violation of this Agreement only.
- (j) "Management" shall mean the administrative staff of the Town of Richmond Hill.
- (k) "Town" shall mean the Corporation of the Town of Richmond Hill.
- (l) "Employee - Contract" - shall mean a person who is employed by the Corporation for a period not to exceed 3 years.
- (m) "Employee - Permanent" - shall mean a person who is employed by the Corporation and who is recognized as successfully completing a minimum of 6 months as an "Employee - Full-Time".
- (n) "Seniority - Probationary Employee" - A newly hired employee hired for full-time permanent employment shall be on probation for a minimum period of six (6) months from the date of hiring. After completion of the probationary period seniority shall be effective from the original date of employment. The Corporation shall notify the Association of the hiring of probationary employees.

A probationary employee will not carry seniority rights during his probationary period. Probationary employees are not covered by the terms of this agreement with the following exceptions:

<u>ARTICLE</u>	<u>TITLE</u>
1.1	Employees covered
1.2	Recognition
1.3	Management Rights
2	Definitions
5	Hours of Work
6	Overtime and Meal Allowance
7	Statutory Holidays
8	Vacations
12.2	Pensions
15	Salaries

- (o) Core Hours - Employees will be at work between 10:00 a.m. and 3:00 p.m. during the course of a normal working day.

ARTICLE 3 - GRIEVANCE PROCEDURE

3.1 GRIEVANCE PROCEDURE

The Association shall appoint a grievance Committee from among its members of five (5) persons and shall file their names annually with the Chairman of the Administration Committee and the Director of Human Resources and both parties shall be notified of any changes made in the grievance committee throughout the year.

3.2 COMPLAINT STAGE IS MANDATORY PRIOR TO A GRIEVANCE

It is the mutual desire of the Parties that complaints of employees be adjusted as promptly as possible. It is understood that an employee does not have a complaint unless it is officially brought to the attention of the immediate Supervisor within three (3) working days of the event or time at which the employee became or ought reasonably to have become aware of the event which led to the complaint. The immediate Supervisor shall reply to the complaint within two (2) working days. It is understood that an employee does not have a grievance until a complaint which has been discussed between the employee and the immediate Supervisor has been denied.

3.3 STEP 1 OF THE GRIEVANCE PROCEDURE

Failing satisfaction, the employee, who may request the assistance of the Association, may file his grievance within two (2) working days with his immediate Supervisor. If the immediate Supervisor is a member of the Association then the grievance shall be submitted to the first Administrative Staff member responsible for the supervision of the appropriate work area. The grievance must be in writing and shall include what article(s) of the Working Agreement is to be grieved; why it is being grieved, and what should be the relief. The Supervisor shall give the grievor his decision in writing within two (2) working days of the submission of the grievance. (Where an employee's immediate Supervisor and a member of Management are one and the same, Step 1 shall be omitted and the Grievance Procedure shall proceed directly into Step 2.)

3.4 STEP 2 OF THE GRIEVANCE PROCEDURE

Failing satisfaction by the employee with the written decision in Step 1, the aggrieved employee shall then present his grievance in writing within three (3) working days, to the appropriate member of Management who will render his decision in writing, not later than three (3) working days from receipt of the grievance.

3.5 STEP 3 OF THE GRIEVANCE PROCEDURE

The employee may, within three (3) working days submit the grievance in writing to the Director of Human Resources. A meeting between the Director of Human Resources, and the appropriate member of Management on the one hand, and the aggrieved employee and a member of the grievance committee, if requested by the employee, on the other hand shall be held within three (3) working days of receipt of the grievance. The Director of Human Resources shall notify the employee of the Town's decision in writing within three (3) working days of the meeting.

3.6 STEP 4 OF THE GRIEVANCE PROCEDURE - ARBITRATION

Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chairman governs.

Each of the parties shall bear the fees and expenses of the nominees appointed by it and the parties shall jointly and equally bear the expense and fees of the chairman.

This working Agreement may only be altered, modified or amended by the parties to it, and no arbitration board shall have the right to alter, modify, amend, add to or delete any part of this agreement or to make any decision inconsistent with the provisions thereof.

An arbitration board shall not have the power to alter or substitute disciplinary penalties as assessed by the Corporation.

3.7 GROUP GRIEVANCE

In the case of two (2) or more employees having a grievance it shall be taken up by the grievance committee starting at Step 3 within ten (10) working days after the circumstances giving rise to the complaint originated or occurred.

3.8 AGREEMENT PROVISIONS

Any difference arising directly between the Association and the Corporation concerning the interpretation or violation of the terms or provisions of this agreement may be submitted to either party by the other at Step 3 within five (5) working days after the circumstances giving rise to the complaint originated or occurred.

3.9 TIME PARAMETERS

In determining the time within which any step is to be taken under the foregoing provisions of this article, Saturdays, Sundays, and Statutory Holidays shall be excluded. Any and all time limits fixed by this article may at any time be extended by agreement in writing between the Corporation and the Association. In the event that either party fails to meet the time limit agreed to, the grievance shall be deemed to have been abandoned and Section 37(5a) of The Labour Relations Act will not apply.

3.10 REPRESENTATION

An employee may request a fellow employee, if he so desires, to act as an advocate in presenting grievances through the proper channels.

3.11 DISCHARGE

In the case where an employee has a grievance for discharge it shall be taken up by the employee and the Association Grievance Committee, if so requested, starting at Step 3 within three (3) working days after the circumstance giving rise to the complaint originated or occurred.

ARTICLE 4 - STAFF CHANGES

4.1 NOTICE OF VACANCIES

4.1.1 When vacancies occur or new positions of a permanent nature are created within the Salaried Association bargaining unit, notice shall be posted on the main Town and Departmental Bulletin Boards.

4.1.2 No outside applicant for any vacancy shall be considered until the applications of present qualified association members have been considered and a response has been given to the candidate(s).

4.1.3 Such notice shall contain the following information: job classification, section, and rate of pay. **The** notice shall be posted for a minimum of five (5) consecutive working days.

4.2 EMPLOYEE SELECTION

4.2.1 Promotions and permanent transfers shall be based upon the following factors:

- (a) qualifications and ability
- (b) seniority

Where the requirements in factor (a) are relatively equal, seniority shall govern.

4.2.2 The successful applicant will be placed on a trial period at the rate in effect for the position, for a period of up to six **(6)** months.

4.2.3 In the event that the applicant proves unsatisfactory to Management during the trial period.

- i) If he was a full time employee of the Corporation prior to assuming the new position, he shall be returned to his former position without **loss** of seniority and at the salary rate in effect for the former position.

4.3 EMPLOYEE UNABLE TO PERFORM PRESENT WORK

In accordance with Workers Compensation Board regulations, temporarily disabled employees (non-permanent injury) will, with medical approval, be offered alternate work, if available, until they are able to perform the essential duties of their normal job. Remuneration for alternate employment will not be less than 90% of the rate for the employee's regular job.

ARTICLE 5 - HOURS OF WORK

5.1 GENERAL

Nothing in this Agreement shall restrict the Corporation's right to establish and assign hours of work, or limit the Corporation from re-arranging normal hours of work per week. Notwithstanding current normal week/shift assignments, changes will be discussed with the Association.

5.2 NORMAL WORKING WEEK

The regular work week shall consist of five, seven hour days (35 hours weekly) with the following exceptions:

- a) Meter Readers - **37.5** hours weekly
- b) Parking Control Officers, Pool Assistants, Stockkeepers, Facility Coordinators, Aquatics Co-ordinators, Area Parks Supervisors, Urban Forestry Supervisors and Mechanical Supervisors - 40 hours weekly.

5.3 NORMAL WORKING DAY

5.3.1 The regular hours of work may be between **7:00** a.m. and **7:00** p.m. with up to one hour for lunch including core hours of **10:00** a.m. to **3:00** p.m.

- 5.3.2 For employees working a seven and one-half (7 1/2) hour day, the normal working day commences at 8:00 A.M. and ends at 4:30 P.M. with one (1) hour for lunch between 11:00 A.M. and 2:00 P.M.
- 5.3.3 For employees working an eight (8) hour day, the normal working day commences at 7:30 A.M. and ends at 4:30 P.M. with one (1) hour for lunch between 11:00 A.M. and 2:00 P.M.
- 5.3.4 The extended hours program for employees in the Building Department is as outlined in the Addendum to the Working Agreement dated February 13, 1991.
- 5.4 The Working Agreement provisions for Parking Control Officers are as per the Addendum, dated November 9, 1990.

ARTICLE 6 - OVERTIME AND MEAL ALLOWANCE

6.1 RECOGNITION BY EMPLOYEE

It is recognized by all employees that from time to time employees will be prepared to assist in carrying out the work of maintaining the services of the Corporation during times other than their regular shift.

6.2 OVERTIME CONSIDERATION

When authorized by Management all time worked in excess of 7 (7.5, 8 hours) daily and 35 (37.5, 40 hours) weekly, or on a Statutory Holiday shall be considered overtime.

6.3 ELIGIBILITY FOR COMPENSATION

- 6.3.1 All full time salaried employees are eligible to be compensated financially at the overtime rate(s) outlined in Article 6.4 or to bank hours in lieu of equal time off at straight time, as authorized by Management. Employees must elect to bank hours or receive overtime pay at the time the hours are earned. Banked hours will not be subsequently converted to paid hours but will be taken at time off in lieu. The number of hours banked are not to exceed 70 hours per year. Hours included in the employees' bank at the end of the calendar year, (carried over) must be taken as lieu time by June 30th of the next year.

- 6.3.2 The appropriate department will maintain an official ledger for overtime whether hours are banked or paid.

6.4 OVERTIME RATES

Payment of overtime hours shall be as follows except for those hours outlined in Article 5 and at the appropriate rates.

- 6.4.1 One and one-half times for all eligible hours worked commencing at the end of an employee's shift up until 12:00 midnight and for all hours worked on Saturday and Sunday from the time the employee normally commences the normal working shift, Monday to Friday, up until 12:00 midnight.
- 6.4.2 Two times for all eligible hours worked Monday through Sunday from 12:00 midnight to the time the employee commences the normal shift and for all hours on a Statutory Holiday.

6.5 MEAL ALLOWANCE

A meal allowance of five dollars (\$5.00) shall be paid to employees who are required to work four **(4)** consecutive overtime hours and for each additional four **(4)** consecutive overtime hours provided that they were not advised of the necessity of the overtime prior to the completion of the previous shift. Effective December 1, 1990 the meal allowance will increase to six dollars (\$6.00).

6.6 CALL BACK

When an employee is called back to work on an emergency basis, he shall be paid for a minimum of ~~two~~ hours at the appropriate rate in effect provided he performs his duties during the period allocated, if required.

ARTICLE 7 - STATUTORY HOLIDAYS

7.1 The following shall be recognized as Statutory Holidays under this agreement:

New Years Day
 Good Friday
 Easter Monday
 Victoria Day
 Dominion Day
 Civic Holiday
 Labour Day
 Thanksgiving Day
 Christmas Day
 Boxing Day

7.2 FLOATING HOLIDAY

In addition to the Statutory Holidays enumerated in Article 7.1, employees are entitled to one additional day off with pay, referred to as a Floating Holiday, which may be taken at a time agreed to by the employee and his supervisor. In the event that Heritage Day is proclaimed as a legal holiday by Federal or Provincial authorities, the Floating Holiday will be relinquished and Heritage Day will be granted as an additional Statutory Holiday.

7.3 FLOATING HOLIDAY DESIGNATION

The Floating Holiday will not be classed as a Statutory Holiday for premium rates of pay.

7.4 NON-PAYMENT OF STATUTORY HOLIDAY

When an employee is absent from work without authorization the day prior to, or the day following, a Statutory Holiday, he shall not be paid for the Statutory Holiday.

7.5 An employee who has at least six **(6)** consecutive months of active work service in each calendar year will be entitled to a Floating Holiday referred to in Article 7.2.

ARTICLE 8 - VACATIONS

8.1 LENGTH OF VACATIONS

8.1.1 An employee with less than one (1) year of service but more than six (6) months may be granted an advance on his vacation with pay on the basis of one (1) day for each completed month of service to a maximum of ten (10) days. It is understood that such an employee may not be granted vacation that has not yet been earned.

8.1.2 Employees with one or more years of continuous service with the Corporation shall be granted annual vacations with pay calculated on the employee's anniversary date as follows:

- a) Employees with one (1) year and two (2) years of continuous service; ten (10) working days vacation.
- b) Employees with three (3) years but less than seven (7) years of continuous service; fifteen (15) working days.
- c) Employees with seven (7) and eight (8) years of continuous service; sixteen (16) working days.
- d) Employees with nine (9) years of continuous service; seventeen (17) working days.
- e) Employees with ten (10) years of continuous service; twenty (20) working days.
- f) Employees with eighteen (18) years of continuous service; twenty-five (25) working days."

8.2 STATUTORY HOLIDAY DURING VACATION

Where a Statutory Holiday falls during an employee's vacation period, the employee shall be allowed compensating time off.

8.3 HOLDOVER OF VACATION DAYS

Where an employee does not, within the period of any year of employment, take all of the vacation to which he is entitled, he may with the approval of Management carry forward into the next year of employment the number of unused vacation days to a maximum of ten (10) days, and add such number of days vacation to his vacation entitlement for the next year of employment.

8.4 VACATION SCHEDULING

Employees will be permitted to take the vacation they have earned at any time of the year, consistent with seniority, and the number of employees that can be spared at one time and still maintain efficiency as determined by Management.

8.5 VACATION SENIORITY

All vacations are to be submitted by an employee before March 15th if he wishes to ensure his seniority in respect to Vacation Scheduling. Management will confirm or reject the employee's request consistent with seniority no later than April 1st.

ARTICLE 9 - SICK LEAVE

9.1 DEFINITION

Sick Leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick and confined or disabled because of an accident. An employee will not receive sick pay for an absence due to injury sustained while in the employ of someone other than the Corporation.

9.2 AMOUNT OF SICK LEAVE

9.2.1 Each employee will be provided with a Sick Leave bank as follows:

<u>YEARS OF SERVICE</u>	<u>@ 100% OF SALARY</u>
Less than 3 months	Nil
3 months to 1 year	50.0 Days
1 year but less than 2 years	52.5 Days
2 years but less than 3 years	60.0 Days
3 years but less than 4 years	67.5 Days
4 years or more	75.0 Days

9.2.2 An employee who becomes totally disabled and who has not lost more than nine (9) days of sick leave credits previous to the most recent incident of sick leave in that specific anniversary year will be entitled to ten (10) additional days of sick leave credits, the "additional days", should the employee exhaust the respective number of sick leave credit days as stated above minus those days of sick leave absence during that respective anniversary year, at seventy-five percent (75%) of the gross salary for the additional days.

9.2.3 At the end of a year of service (date of employment) the sick leave bank will be returned to the appropriate number of days as per Article 9.2.1 provided the employee is actively at work. Vacation credit will be calculated up to the date the employee becomes disabled who subsequently goes on Long Term Disability.

9.3 DEDUCTIONS FROM SICK LEAVE

9.3.1 A deduction shall be made from the Sick Leave bank for all time absent on account of sick leave as defined in Article 9.1 and calculated in accordance with Article 9.2.

9.3.2 After the fourth (4th) absence period, the employee will not get paid for the first (1st) day of the fifth (5th) and subsequent absences unless at the discretion of Management payment is authorized for special circumstances. This procedure will continue for the remainder of the employee's year of service.

9.4 PROOF OF ILLNESS

9.4.1 An employee may be required to produce a certificate signed by a qualified medical practitioner for any illness. However, the Corporation reserves the right in any case, of any absence on account of illness, to request such of its Administrative Staff as it deems proper to attend at the residence of the employee and confirm such illness.

9.4.2 No employee shall draw during his active service with the Corporation, sick leave benefits if the absence from work is not due to illness as attested by the medical certificate, referred to in Article 9.4.1, if required by a representative of the Corporation's Administrative Staff.

9.4.3 In the case of prolonged absence a certificate shall be submitted every thirty (30) days unless waived by representatives of the Corporation's Administrative Staff.

9.5 W.C. B. PAYMENTS

Employees who are injured while in the employ of the Town and whose WCB claim is approved, shall be paid the difference between Workers Compensation Act rates and their normal net rate of pay, as adjusted from time to time so that take-home pay will be neither more nor less than would be the case in active service.

9.6 SICK LEAVE RECORDS

A record of all unused Sick Leave Credits will be maintained by the Human Resources Section for the Corporation.

ARTICLE 10 - LONG TERM DISABILITY PLAN

10.1 All full time employees shall become and remain members of the Long Term Disability Plan. The Corporation agrees to pay 100% of the premium for the coverage outlined in the Master Policy.

ARTICLE 11 - LEAVE OF ABSENCE

11.1 GENERAL LEAVE

All requests for leave of absence with or without pay, shall be at the determination of Management.

Employees will be granted Pregnancy/Parental Leave in accordance with provincial legislation with at least four (4) weeks written notice to the Employer.

11.2 JURY DUTY

Any employee who is summoned to serve as a juror or subpoenaed as a witness for the Crown in a case which he has no personal interest, and who would otherwise be on normal working duty for the Corporation, will be granted a leave of absence for such purpose. He will be paid in full wages at the regular rates less legal and authorized deductions for such services upon submission of a receipt from the Treasurer of the Corporation for the deposit of his jury or witness fee.

11.3 BEREAVEMENT

Employees who are bereaved will be allowed the following time off with compensation at their regular rate of pay less legal and authorized deductions:

- i) Loss of spouse, son or daughter - up to five (5) days.
- ii) Loss of mother, father, brother or sister - up to three (3) days
- iii) Loss of son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law - up to two (2) days.

- iv) Loss of grandparents, aunt or uncle - up to one (1) day.
- v) For a fellow employee - maximum number of three (3) employees may be absent one-half (1/2) day to attend the funeral. Those attending must receive approval from Management.
- vi) For a fellow employee's spouse, son, daughter, father or mother, two (2) employees may be absent for one-half (1/2) day to attend funeral. Those attending must receive approval from Management.

ARTICLE 12 - GENERAL BENEFITS

12.1 HOSPITAL AND MEDICAL COVERAGE

Employees will be covered under the Town's Prescription Drug Plan on a 95%-5% co-insurance basis. Employees will pay 5% of the cost of prescriptions eliminating the need for prescription claims.

The Corporation agrees to pay 100% of the premiums for a vision care plan in the amount of one hundred and fifty dollars (\$150.00) per family member every twenty-four (24) months.

12.2 PENSIONS

Every employee shall join the Ontario Municipal Employees Retirement System Final Average Earnings Plan.

12.3 INSURANCE

The Corporation agrees to pay 100% of the premiums for Group Life Insurance and Accidental Death and Dismemberment Plan for the following coverage:

- a) Life Insurance - 2 x base annual wages to the nearest \$500.00.
- b) Accidental Death and Dismemberment (A.D.&D) - 2 x base annual wages to the nearest \$500.00.

12.4 DENTAL PLAN

The Corporation agrees to pay 75% of the premiums for Blue Cross #7 Dental Plan with Rider #1 or equivalent and Major Restorative Services payable at 50% with a limit of \$1000 per individual per calendar year based on the 1990 ODA fee schedule. Effective September 1, 1991, based on the 1991 ODA fee schedule the Corporation agrees to pay 75% of the premiums for Blue Cross #7 Dental Plan with Rider #1 or equivalent, Major Restorative Services payable at 50% with a limit of \$1000 per individual per calendar year and Orthodontic Services for dependent children who has attained his/her 6th birthday but not his/her 19th birthday on the date treatment commenced, payable at 50% with a limit of \$1000 per child, per lifetime as stated in the Group Employee **Benefit** Master Policy with the respective Insurance Carrier.

12.5 BENEFIT ELIGIBILITY

Employees - Full-Time who are covered under this agreement will become eligible to be covered for the following benefits provided in this Agreement, upon completion of three (3) months of active continuous full-time service:

Article 10 - Long Term Disability
 Article 12.1 - Hospital and Medical Coverage
 Article 12.3 - Insurance
 Article 12.4 - Dental Plan

12.6 CLOTHING ALLOWANCE

a) The Town will provide one (1) Heavy Winter Coat on an as required basis to the following full-time salaried employees:

- Building Inspectors
- By-law Enforcement Officers
- Chief Mechanic
- Mechanical Engineer
- Municipal Inspector
- Roads Technician
- Solid Waste Technician
- Stockkeeper
- Structural Engineer
- Traffic Technician
- Water and Sewer Technician

b) Each full-time Rodperson, Instrument Person, Party Chief, Survey Supervisor, Recycling Coordinator and Urban Forestry Supervisor will be provided with the following articles of clothing on an as required basis:

- 2 Shirts
- 2 Pair Pants (winter or summer)
- 2 Jackets (winter or summer)
- 1 Heavy Winter Coat

c) Each full time salaried employee classified as Meter Reader or Parking Control Officer shall be supplied when appropriate and on an as required basis, with the following articles of clothing:

- | | |
|-----------------------|------------------------|
| 5 Winter Shirts | 1 Jacket - Winter |
| 5 Summer Shirts | 1 Jacket - Summer |
| 2 Pair Pants - Winter | 1 Heavy Winter Coat |
| 2 Pair Pants - Summer | 1 Pair of Rubber Boots |
| 2 Ties | |

d) Each full time salaried employee classified as Courier will be supplied with the following articles of clothing on an as required basis:

- 2 Shirts (short sleeve and long sleeve)
- 2 Pants
- 1 Jacket
- 1 Heavy Winter Coat

- e) Rain gear, gloves, glove liners, and hard hats will be issued on **as** "as needed basis" at the discretion of Management.
- f) Employees provided with this allowance will be expected to wear the clothing allowance when their duties require them.

12.7 BOOT ALLOWANCE

Where required by the Ontario Health and Safety Act, Regulations 692, and 213/91, and at Management discretion, the Corporation will provide safety boots and hard hats to employees as required.

- Administrative Assistant
- Area Parks Supervisor
- Building Inspectors
- By-law Enforcement Officers
- Chief Mechanic
- Courier
- Mechanical Engineer
- Meter Readers
- Municipal Inspectors
- Parking Control Officer
- Plan Examiners
- Planners
- Planning Technician
- Recycling Coordinator
- Road Technician
- Solid Waste Technician
- Stockkeepers
- Structural Engineer
- Survey Crew
- Traffic Technician
- Urban Forestry Supervisor
- Water and Sewer Technician
- Works Clerk

In the event that an employee decides to purchase safety boots or shoes other than the regular Town safety boots issued, the employee shall pay the difference in cost between the cost of the Corporation issued safety boot and the boot or shoe purchased, provided such purchase is made from the regular supplies for the Corporation.

Employees entitled to the above provision are required to wear the safety boots or shoes at all times while at work.

12.8 The Mechanical Supervisor shall receive a tool allowance of \$180.00 annually.

ARTICLE 13 - GENERAL PROVISIONS

13.1 WORKING RULES AND REGULATIONS

It shall be the responsibility of each employee to adhere to the Town's Working Rules and Regulations and Safety Rules which shall be made known to the employees. Failure

on the part of an employee to conduct his work in accordance with these rules, or to work safely as prescribed by Management, may result in disciplinary action.

ARTICLE 14 - LAY-OFFS AND RECALLS

14.1 ROLE OF LAY-OFFS AND RECALLS

14.1.1 In the event of a lay-off employees shall be laid off in reverse order of their seniority provided that the employees remaining have the qualifications and ability to do the jobs remaining. Employees shall be recalled in the order of their seniority provided they have the qualifications and ability to do the job.

14.1.2 New Employees

New employees shall not be hired in positions of the Bargaining Unit until those within 1 year of being laid off have been given an opportunity of recall provided that the respective individual(s) have the qualifications and ability to do the job(s).

ARTICLE 15 - TERMINATION OF EMPLOYMENT

15.1 Except in the case of dismissal for just cause, the Corporation may terminate the employment of any employee in accordance with the Employment Standards Act.

ARTICLE 16 - SALARIES

16.1 SALARIES

Members of the Association shall receive a salary in accordance with their classification and to be administered in conjunction with the letter of agreement dated May 27, 1991, regarding the Job Evaluation Plan, Pay Equity and Internal Equity and schedules attached hereto as Schedules A1, A2, B1, B2, C1, C2, D1 and D2.

16.2 PAY DAY

The Corporation shall pay on a bi-weekly basis every second Friday with the pay period ending the same day. All wages owing for overtime will be paid with the bi-weekly pays calculated up to midnight of the Friday preceding Pay Day.

16.3 SALARY CHANGES

It is agreed that all changes of salary rates will be effective for complete two (2) week pay periods. In the event that the calendar date agreed to or established for changes falls during the first seven (7) days of a pay period, the increase will be paid for that entire pay period. In the event that the said date falls during the last seven (7) days of a pay period, the increase will be effective for the subsequent pay period.

16.4 PAY DURING TEMPORARY TRANSFER

Based on the present salary schedules for the Salaried Employees' Association, when employees are required by the Corporation to relieve in another classification, and perform the entire duties of that job, the following shall apply:



- a) IN LOWER RATED JOBS - when required to substitute for an employee who is receiving a lower rate of pay, they shall continue to receive their regular rate of pay.
- b) IN HIGHER RATED JOBS - when required to substitute for an employee who is receiving a higher rate of pay, the employee shall be paid the Level 1 rate of pay in the same Grade as the employee for whom the employees for are substituting or the closest level that is above their current salary, provided that it is a minimum of 4.5% above their current salary.

Employees must be in the upgraded position for a full five (5) consecutive working shifts or more, to receive pay for temporary transfer.

16.5 JOB EVALUATION PROGRAM

The Job Evaluation Plan will be in accordance with the procedures set out in the Personnel Policy Manual.

ARTICLE 17 - LABOUR MANAGEMENT COMMITTEE

17.1 A Labour Management Committee will be established to discuss topics of general interest and overall working conditions. Its purpose will be to provide an outlet for the exchange of ideas between the Corporation and its employees on matters of general interest and it shall from time to time, as it sees fit, make recommendations to Council and/or the Association which will make for a greater degree of co-operation and understanding between the parties concerned. The Director of Human Resources of the Corporation or the Secretary of the Association shall notify the other party in the event that the meeting of the Labour Management Committee is desired. An agenda of the subject to be discussed will be submitted at least three (3) working days before the day agreed upon for the meeting.

17.2 The Committee shall meet at 9:00 A.M. on the fourth (4th) Wednesday of each month in addition to any other scheduled meetings unless agreed by both parties to cancel.

ARTICLE 18 - DURATION OF AGREEMENT

18.1 This Agreement shall remain in force and in effect from the 1st day of January, 1994 until the 31st day of December, 1995.

18.2 RENEWAL

In the event that either party desires to change or alter parts of the agreement, but not terminate the Agreement, such party shall give to the other party within ninety (90) days prior to the termination of the Agreement, written notice setting forth details and particulars of the changes, alterations, additions or deletions, desired or proposed and both parties thereupon negotiate in good faith in respect to the matters to which it is proposed to change or alter. Only those items included in the notice referred to in this subsection, shall be negotiable by the parties and all other provisions of this Agreement shall be automatically renewed, unless this provision is waived by mutual consent of both parties. The first meeting between the parties shall be held no later than sixty (60) days from the date of exchanging proposals.

ARTICLE 19 - MONTHLY MEETINGS

19.1 Salaried Employees' Association Executive and Department Representatives are allotted a maximum of one half hour per month for meetings.

IN WITNESS WHEREOF the Corporation has hereunto caused its Corporate Seal to be affixed under the hands of its duly authorized officers and the Association has caused this instrument to be executed by their proper officers hereunto duly authorized, the day and year first above written.

THE SALARIED EMPLOYEES ASSOCIATION

**THE CORPORATION OF THE
TOWN OF RICHMOND HILL**

Chairperson

Mayor

Vice Chairperson

Clerk