

THIS AGREEMENT made the **FIRST** day of **JANUARY 1, 2007**

BETWEEN :

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

1111

1101 / 5 / 2007 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 1 - GENERAL PURPOSE

1.1 EMPLOYEES COVERED

1.1.1 The provisions 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 "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.

1.2 RECOGNITION

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 "part-time, students, or on contract".

11094(00)

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 Association provided the written consent of such employee is first obtained; and to transfer employees into the Association.
- 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.

1.4 ASSOCIATION RIGHTS

In the event that the Association disputes the reasonableness of the exercise of Management's Rights, the Association shall have the right to file a policy grievance in respect thereof at Step 3 and the balance of the Grievance and Arbitration process.

1.5 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, record of offences, marital status, family status or handicap, nor by reason of their membership or activity in the Association.

1.6 EMPLOYEES COVERED

Whenever the singular or masculine is used in the Agreement, it shall be considered as if the plural or feminine has been used where the context of this Agreement so requires.

1.7 STRIKES OR LOCKOUTS

In view of the orderly procedures established by the Agreement for the settling of disputes and handling of Grievances, the Association agrees during the life of this agreement there will be no strike, picketing, slowdown or stoppage of work either complete or partial and the Corporation agrees that there will be no lockouts.

1.8 AGREEMENTS

1.8.1 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.

1.8.2 No agreement shall be made between an employee and a representative of the Corporation that conflicts with this Agreement, unless mutually agreed to between the Association and the Corporation.

1.8.3 The Corporation agrees to give the S.E.A. Secretary an updated copy of the Human Resources Policy & Procedures Manual and any further updates as they become available.

1.8.4 The Corporation agrees to notify the S.E.A. Secretary in writing, within two (2) working days, of changes within the S.E.A. affecting promotions, demotions, hirings, transfers, resignations, retirements, termination's of employment, or any proposed layoff or recalls from layoff. All noted changes must be reflected in the S.E.A. Address Listing on a bi-monthly basis.

1.8.5 The Corporation agrees to provide to all new employees, in writing, with the names and telephone numbers, of the S.E.A. Executive during the employee orientation/documentation process conducted by Human Resources.

1.8.6 The Corporation agrees to give the SEA Secretary, on or about January 31st of each year an updated copy of the SEA seniority list,

1.8.7 **Employees acquiring seniority on the same date shall be added to the seniority list in order of the date and time of receipt of their employment application. In the event that the date and time are identical, seniority shall be based on alphabetical order according to last name.**

1.8.8 An employee shall lose seniority and his employment shall be deemed to be terminated for any of the following reasons:

- a) voluntary resignation or retirement
- b) discharged and not reinstated through the grievance procedure
- c) failure to return to work, except for verified medical reasons acceptable to the Corporation
- d) failure to return to work after layoff within 5 working days after proper notification by registered letter at the last address provided by the employee to the Corporation
- e) lay off in excess of 12 months
- f) absence from work without leave of absence being granted by, or an explanation being given satisfactory to, the Corporation for a continuous absence of three (3) or more working days.

1.8.9 The Corporation agrees to give the SEA Secretary, on or about January 31st of each year an updated copy of the SEA classification schedule.

1.9 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 2 - DEFINITIONS

2.1 In this Agreement:

- (a) "Administrative Staff" shall mean a person who is a member of the Corporation's Administrative Salary grouping.
- (b) "Employee - Full-Time" shall mean a person employed by the Corporation who will be considered to be recognized as full-time 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.
- (c) "Employee - Part-Time" shall mean a person employed by the Corporation who is not required to work more than 34 hours per week and who is not covered by this Agreement.
- (d) "Employee - Probationary" shall mean a newly hired employee hired for full-time employment who has not completed a minimum probation period of six (6) months from date of hiring. Once the employee successfully completes the probationary period the employee shall be recognized as a full-time employee, and seniority shall be effective from the original date of employment.

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	General Purpose
2	Definitions
5	Hours of Work
6	Overtime & Meal Allowance
7	Holidays
8	Vacations
12.2	Pensions
16	Salaries

- (e) "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.
- (f) "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 and who is not covered by this agreement.

- (g) "Employer" shall mean the Corporation of the Town of Richmond Hill.
- (h) "Grievance" shall mean a difference of opinion between the parties as to the interpretation, application, **and** administration of alleged violation of this Agreement only.
- (i) "Management" shall mean **positions within the Administrative Group who exercise managerial responsibilities within the scope of this working agreement.**
- (j) "Town" shall mean the Corporation of the Town of Richmond Hill.
- (k) "Employee- Contract" shall mean a person who is employed by the Corporation for a period not to exceed 3 consecutive years and who is not covered by this agreement.
- (l) "Immediate Family Member" shall mean spouse and dependent children as defined in the Town's benefit policies.
- (m) "Spouse" **shall mean the person to whom a person is married or with whom the person is living in a conjugal relationship for at least one year outside of marriage.**

ARTICLE 3 - GRIEVANCE PROCEDURE

3.1 GRIEVANCE PROCEDURE

The Association shall appoint a grievance Committee from among its members of three (3) persons and shall file their names annually with the Director of Human Resource Services 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 and not thereafter 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 and not thereafter to the Department Head or his/her appointee 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 and not thereafter submit the grievance in writing to the Chief Administrative Officer or his appointee. A meeting between the Chief Administrative Officer, and Department Head or his/her appointee 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

Chief Administrative Officer or his appointee 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 must be filed within five (5) days and not thereafter with the Chief Administrative Officer or his appointee at Step 3. A mutually agreed upon time will then be set up by Chief Administrative Officer or his appointee within 10 days of the grievance filing.

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 ten (10) working days and not thereafter 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 the aggrieved 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. In the event that management fails to meet the time limit agreed to, then the grievor shall have satisfaction.

3.10 REPRESENTATION

An employee may request at any time, the assistance of his S.E.A. Grievance Committee Member(s), to act on his behalf in grievances, discipline or discharge procedures. The employee and/or a Grievance Committee Member shall have the right to be present at all meetings held to resolve or discuss his grievance, discipline or discharge.

3.11 DISCHARGE AND DISCIPLINE

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 and not thereafter after the circumstance giving rise to the complaint originated or occurred.

ARTICLE 4 - STAFF CHANGES

4.1 NOTICE OF VACANCIES

4.1.1 When a full time vacancy occurs or when a new position is created , the Corporation shall post notice in the normal posting on the main Town Bulletin board and Departmental Bulletin boards, as well as posting on the Electronic mail system with a written copy to the S.E.A. Chairperson, or their designate.

All newly created positions must be evaluated prior to posting, unless otherwise mutually agreed to between the Corporation and the Association.

Any existing jobs shall not be posted “under review”, unless otherwise mutually agreed to between the Corporation and the Association.

In cases where employees of the Town of Richmond Hill are being accommodated due to their inability to perform their current duties, the posting and selection process may be waived at the discretion of the employer, after discussion with the Chairperson of the S.E.A. or their designate.

4.1.2 When a contract or temporary vacancy occurs, of nine (9) months or less, the vacancy may be posted internally at management’s discretion, based on the operational needs of the Department and in consultation with Human Resource Services.

4.1.3 Postings for each job shall contain the following information: date of job posting, job title and classification, section, and rate of pay, duties of the position , the required qualifications, whether it is a replacement or a new position, and the closing date for the applications. The notice shall be posted for a minimum of seven (7) consecutive working days.

4.1.4 Employees applying for vacant full time positions must:

- a) be employed by the organization for a minimum of 6 months; or
- b) be in current position for a minimum of 6 months

It is agreed and understood that the successful full time employee may not apply for another position within the organization for at least six months from the time of his appointment to the first job unless approval is received from the employee’s Department Head or the Chief Administrative Officer.

4.1.5 The Corporation may advertise vacancies internally and externally at the same time where the Corporation believes no current employees have the qualifications or experience for the position. In the event a current employee with the qualifications and experience does apply for the position, he shall be considered before any external applicants are considered,

4.1.6 No applicant for any S.E.A. vacancy shall be considered until the applications of present qualified association members have been considered and offered an opportunity for a consultation with Human Resources staff.

4.2 PROMOTIONS, TRANSFERS AND TRIAL PERIOD

4.2.1 Promotions and transfers (permanent or temporary) 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.

If a position becomes vacant within 3 months of the same position being filled, then the position does not need to be re-posted. Management may choose the next best qualified candidate from the previous posting to fill the position.

4.2.2 The successful incumbent of a permanent vacancy will be placed on a trial period at the rate in effect for the position, for a period of **up to two (2) months**. The Supervisor shall provide to the employee such orientation to the workplace and or to specific workplace procedures which in the opinion of the Supervisor is necessary for the employee to perform his/her duties. Such trial periods may be extended by mutual agreement.

4.2.3 In the event the incumbent proves unsatisfactory to Management during the trial period, and 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.

If the incumbent is unsatisfied within one (1) month of the promotion/transfer he may request to be returned to his former position without loss of seniority and at the rate in effect for the former position.

In the event that the incumbent is returned to his former position, then Management's second choice applicant may be given the opportunity to be placed in the vacant position on a trial period.

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 rearranging 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) Parking Control Officers, Pool Supervisors, Stockkeepers, Aquatic Coordinators, Area Parks Supervisors, Fleet Supervisor, Urban Forestry Supervisors, Supervisor of Roads, Supervisor of Water/Sewer, Facility Service Technicians and Facility Quality Control Technicians - 40 hours weekly

Any Aquatic Coordinators hired or appointed after March 31, 1996, will work 35 hours per week at the hourly rate of the current Aquatic Coordinator(s).

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 between 11:00 a.m. and 2:00 p.m.. The core hours of the working day will be 10:00 a.m. to 3:00 p.m.

For employees working a seven (7) hour day, the normal working day commences at 8:30 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.

For employees working a seven (7) hour day, in the Recreation & Culture Division, the normal working day may commence at 11:00 a.m. and end at 7:00 p.m. with one (1) hour for lunch between 1:30 p.m. and 4:30 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 4:00 p.m. with one half hour (1/2) for lunch between 11:00 a.m. and 2:00 p.m.

5.4 PARKING CONTROL OFFICER HOURS

The working agreement provisions for Parking Control Officers are as per the Addendum, attached hereto.

5.5 RECREATION & CULTURE HOURS

Notwithstanding other articles, the normal work week for Aquatic Coordinators (40) (appointed/hired prior to March 31, 1996) and Pool Supervisors (40) shall consist of not more than forty (40) hours on the average per week.

Notwithstanding other articles, the normal work week for Program Coordinators (35) and Aquatic Coordinators (35) (hired/appointed after March 31, 1996) Receptionist Clerk/Typist, Receptionist/Secretary, Coordinator of Community Centre Services and Facility Operations Coordinator shall consist of not more than thirty-five (35) hours on the average.

The Corporation will make an effort not to schedule employees to work more than two (2) consecutive weekends within a given scheduled period. The Corporation will also try to schedule to avoid a situation of having less than twelve (12) hours between shifts.

5.6 BUILDING DIVISION HOURS

The extended hours program for employees in the Building Division are as per the Addendum attached hereto.

5.7 SHIFT PREMIUM

Any full time employee hired for or transferred to a shift other than the normal "day shift", as defined in Article 5.3 (2nd paragraph) shall be paid a shift premium of sixty-five cents (.65¢) per hour. The shift premium will not be paid when overtime premium rates are in effect as outlined in Articles 6.4 or during the normal working day as outlined in Article 5.3.1

The Corporation agrees to discuss with the SEA Executive any significant changes proposed by the Corporation in the scheduled hours of work of any employee in the SEA, before the change becomes effective. The Corporation also agrees to give the affected employees at least five (5) business days' notice of any change in the regularly scheduled hours of work, except in cases of emergency, employee illness or absenteeism.

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 time and one half for all hours worked, as authorized by Management. Employees must elect to bank hours or receive overtime pay at the time the hours are earned.

The number of hours banked are not to exceed **35** hours (or **37.5** or **40** depending on the employee's work week) per year. For the purpose of calculating the maximum number of lieu time hours placed in the bank, overtime hours (hours worked multiplied by 1.5) will be converted prior to being placed in the lieu time bank.

Banked hours can be carried from year to year upon approval by management.

Employees may elect to convert thier lieu time hours for payment each year. The decision to receive payment for lieu time hours must be made by September 1st and will be paid out after September 30th. Payments made to the employee by the Corporation will be paid at the wage rate in effect at the time the overtime was worked.

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.

6.4.2 Two times for all eligible hours worked Monday through **Saturday** from 12:00 midnight to the time the employee commences the normal shift and for all hours on a **Sunday or on a Statutory Holiday**.

6.4.3 If an employee is required to work on a Statutory Holiday, he shall be entitled to applicable overtime compensation and an additional day off with pay at a time as may be mutually agreed to, regardless of the amount of hours worked during the day.

6.5 MEAL ALLOWANCE

A meal allowance of **ten dollars (\$10.00)** shall be paid to employees who are required to work **three (3)** consecutive overtime hours and for each additional **three (3)** consecutive overtime hours that they were not advised of the necessity of the overtime prior to the completion of the previous shift.

6.6 STANDBY

6.6.1 Employees who are required to be on standby, that is, immediately available by telephone and able to work shall be paid the rate of **\$27.00 (twenty-seven dollars)** per day: except on Saturdays, Sundays and Statutory Holidays which will be paid at **\$32.00 (thirty-two dollars)** per day.

6.6.2 Employees, while on standby, who conduct Town business via the telephone or computer, shall receive their normal hourly rate plus applicable compensation as outlined in Article 6.3 or 6.4.

6.6.3 An employee who, while on standby/call back during a Statutory Holiday shall receive an alternate day off in lieu of the paid holiday in addition to his standby/call back remuneration.

6.6.4 An employee shall ensure that he is available to take all necessary calls and communications while on standby. The employee shall also ensure that the equipment provided to him (cell phone, beeper, pager etc.) are in working order, and if not in working order, shall take all reasonable steps to ensure uninterrupted communications with employer. Any authorized out-of-pocket expenses shall be reimbursed by the Corporation.

6.7 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 in accordance with Article 6.3 and 6.4.

ARTICLE 7 - HOLIDAYS

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

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

7.1.2 HOLIDAY FALLING ON SATURDAY OR SUNDAY

When any of the paid holidays fall on a Saturday or a Sunday and is not declared or proclaimed as being observed on some other day, the day or days immediately preceding or following the paid holiday(s) shall be deemed by the Employer after consultation with the Association to be paid holidays.

7.2 FLOATING HOLIDAYS

7.2.1 Employees are entitled to a total of two (2) additional days off with pay, referred to as a Floating Holidays which are earned on the following basis;

- i) Employees with more than six months of active work service - one (1) Floating Holiday,
- ii) Employees with more than twelve (12) months of active work service - two (2) Floating Holidays.

Floating Holidays may be taken at a time agreed to by the employee and his supervisor.

7.2.2 In the event that Heritage Day or any other day is proclaimed as a legal holiday by Federal or Provincial authorities, one (1) Floating Holiday will be relinquished.

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

7.3 OFFICE CLOSURES

When the Corporation declares a closure of all or part of their departments, for all or part of the day, then the employees who are required to remain and work will be given the corresponding time off in lieu, to be taken at a time mutually agreed to.

7.4 NON-PAYMENT OF 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.

ARTICLE 8 - VACATIONS

8.1 ADVANCE ON VACATIONS

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.

8.2 VACATION ALLOWANCE

Effective January 1, 2001, 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 but less than two (2) years of continuous service; ten (10) working days vacation;
- b) Employees with two (2) years but less than six (6) years of continuous service; fifteen (15) working days vacation;
- c) Employees with six (6) but less than fourteen (14) years of continuous service; twenty (20) working days vacation;
- d) Employees with fourteen (14) years but less than sixteen (16) years of continuous service; twenty five (25) working days vacation.
- e) Employees with sixteen (16) years but less than eighteen (18) years of continuous service; twenty six (26) working days vacation.
- f) Employees with eighteen (18) years but less than twenty (20) years of continuous service; twenty seven (27) working days vacation.
- g) Employees with twenty (20) years but less than twenty-two (22) years of continuous service; twenty eight (28) working days vacation.
- h) Employees with twenty two (22) years but less than twenty-five (25) years of continuous service; twenty nine (29) working days vacation.
- i) Employees with more than twenty-five 25 years of continuous service; thirty (30) working days.

8.3 STATUTORY HOLIDAY DURING VACATION

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

8.4 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 fifteen (15) days, and add such number of days vacation to his vacation entitlement for the next year of employment. Any vacation days carried over in excess of ten (10) days must be taken by March 31st of the next year, failing which they will be lost.

8.5 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. **Requests for vacation will be considered first before lieu time requests.**

8.6 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.

8.7 VACATION PAY ON TERMINATION

Upon termination of employment, employees will be entitled to be paid out vacation that has been accrued up to the date of termination.

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 or 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.

9.1.2 SICK LEAVE RECORDS

The employee's Sick Leave record will be maintained by the Payroll Section.

9.2 AMOUNT OF SICK LEAVE

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

YEARS OF SERVICE	@ 100% OF SALARY
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. For employees who have exhausted their sick bank and who are returning to work "actively at work" is defined as actively at work on a full time basis for an accumulative period of ten (10) working days. 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 Emergency Care/Family Leave as defined in Article 9.5. Leave will be 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 two (2) days of the fifth (5th) and sixth (6th) absence, the first three (3) days of the seventh (7th) and subsequent absences unless, at the discretion of the Corporation, payment is authorized for special circumstances. This procedure will continue for the remainder of the employee's year of service. The Corporation will notify the employee of such after the fourth (4) absence period.

In order to be eligible for payment of wages under the sick pay scheme during an illness, the employee must inform the respective Supervisor or his designate of the employee's illness as soon as possible prior to the commencement of the day shift for those employees scheduled to work the day shift and as soon as possible prior to the commencement of the afternoon and night shift for those employees scheduled to work the respective afternoon or night shift.

When unable to report for work at their normal time, employees are required to advise their immediate supervisor or designate of such inability at least one half (1/2) hour prior to the commencement of the employee's shift and on a daily basis,

Where the employee is negligent in reporting to the Supervisor or his designate prior to the required time, the employee's absence will be without pay.

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.

In special circumstances, the Corporation also reserves the right to have an employee see a qualified medical practitioner, of the Corporation's choice, to ensure normal duties can be performed, prior to permitting the employee to return to work.

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, if so required, as referred to in Article **9.4.1**.

9.4.3 In the case of prolonged absence, a medical certificate which will include a projected return to work date, shall be submitted to the employer in writing, every 30 days, unless waived by representatives of the Corporation's Administrative Staff. Failure to do so shall result in non payment for the absence.

9.5 EMERGENCY/FAMILY CARE LEAVE

Employees may be allowed time off from work for unforeseen emergency/family care needs with the approval of Management or designate and use up to a maximum of three (3) days per calendar year for such purposes. Such days will be deducted from the employee's sick bank. Such days will not be recorded as an incident for the purposes of Article 9.3.2. Unused days are not to be carried over to the next year. **Dependents are defined as spouse, child or parent.**

9.6 EMPLOYEE UNABLE TO PERFORM PRESENT WORK

In accordance with Workplace Safety Insurance Board regulations, temporarily disabled employees (non-permanent injury) will, with medical approval, be offered alternate work, under the Town's Modified Work Program, if available, until they are able to perform the essential duties of their normal job. Remuneration for alternate temporary employment will be the same rate as the employee's regular job.

9.7 W.S.I.B. PAYMENTS

Employees who are injured while in the employ of the Town and whose W.S.I.B. claim is approved, shall be paid the difference between Workplace Safety Insurance 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. **Sick incidents do not apply to employees on WSIB.**

9.8 PERFECT ATTENDANCE

If an employee is not absent through sickness, for six (6) consecutive months during the calendar year, a payment of the equivalent of one (1) days pay at the employee's normal rate of pay will be provided. Absences due to WSIB incidents or Emergency/Family Care Leave will not affect an employee's eligibility for perfect attendance payment or time off, This will be earned on the following basis:

Perfect attendance from January 1st through June 30th - one (1) day.
Perfect attendance from July 1st through December 31st - one (1) day.

The employee must make the decision on whether to take payment or time off within one (1) month of having earned the entitlement. Payment will be made within two (2) months and time off must be used within six (6) months of having earned the entitlement.

ARTICLE 10 - LONG TERM DISABILITY PLAN

- 10.1.1** 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.
- 10.1.2** The disabled employee's position shall not be filled on a permanent basis for a period of one (1) year from the date of becoming eligible for Long Term Disability coverage.

After the one (1) year duration, the employee will be given first preference for any job opening within the Association, for which he is qualified.
- 10.1.3** All applicable benefit coverage will terminate twenty-four (**24**) months after the employee becomes eligible for Long Term Disability or at age sixty-five (**65**) whichever is the earlier, except where a Waiver of Premium applies.
- 10.1.4** The Corporation will continue to pay the appropriate premiums for employee benefits namely, Dental, Extended Health Care, Group Life, Accidental Death & Dismemberment and Long Term Disability for a period of up to twenty four (24) months from the date the employee first becomes disabled.

ARTICLE 11 - LEAVE OF ABSENCE

11.1 GENERAL

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

11.2 PREGNANCY/PARENTAL LEAVE

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

The employee shall provide the Corporation with at least two weeks written notice of their return to work. On returning from maternity/parental leave, the employee shall be placed in their former position. If the former position no longer exists, the employee shall be placed in a position in their former job classification.

11.3 WITNESS OR 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 to the Treasurer of the Corporation for the deposit of his jury or witness fee.

11.4 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, son-in-law, stepson, daughter, daughter-in-law, stepdaughter, mother, mother-in-law, father, father-in-law, brother, brother-in-law, or sister, sister-in-law, or alternatively stepmother, stepfather or foster parent - up to five (5) days.
- ii) Loss of grandparents, or grandchildren - up to three (3) days.
- iii) Loss of aunt, uncle, niece or nephew - up to two (2) days.
- iv) For a fellow employee - maximum number of five (5) employees may be absent one-half (1/2) day to attend the funeral. Those attending must receive approval from Management.
- v) 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 the funeral. Those attending must receive approval from Management.

11.5 VOLUNTEER DAY

Employees may be granted a leave of absence with pay, **subject to management's approval**, for up to one (1) day per year, to volunteer their services at any charitable organization, community service or not for profit organization within the Town, provided the employee obtains prior authorization from his supervisor and provides written proof of his services.

ARTICLE 12 - HEALTH, DENTAL AND HOSPITALIZATION BENEFITS

All S.E.A. Employees will participate in the Town's Flex benefit program. New employees will be required to wait until the next annual enrollment date to participate in the Flex Benefits program. If an employee elects not to select individual benefit levels within the Flex benefits plan their benefit coverage shall be as follows:

12.1 HOSPITAL AND MEDICAL COVERAGE

The Employer agrees to pay one hundred percent (100%) of the premiums for the following benefits:

Pay Direct Managed Drug Plan-Assure Health's National Formulary:

90% of all eligible drugs, medicines and applicable pharmacy dispensing fees- no dollar deductible.

80% for all other non-formulary drugs which require a prescription.

Note: If a fee is introduced by the pharmacist for consultation with employee's physician on eligible drugs, the Corporation agrees to reimburse the employee 100% of the fee.

Vision Care Plan in the amount of **three hundred and fifty (\$350.00)** per family member, every twenty four (**24**) months.

Note: All other medical benefits and services will not change with the exception that the current dollar deductible applicable to supplementary health care benefits will be deleted.

Hospital Benefits - Eligible expenses for reasonable and customary charges for semi-private accommodation in a hospital, limited to the difference between the charges for public ward and semi-private accommodation for each day of hospitalization.

12.2 EMPLOYEE ASSISTANCE PROGRAM

The Town and the Association have a strong interest in encouraging early treatment and to help resolve employee problems related to substance abuse, emotional, medical, family or financial difficulties and will endeavor to assist in the promotion of a full and healthy lifestyle through employee assistance programs.

12.3 GROUP LIFE INSURANCE & ACCIDENTAL DEATH & DISMEMBERMENT

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 Employer agrees to pay 100% of the premiums for Managed Dental Care Plan, or equivalent, based on the current O.D.A. fee schedule less one year. No deductible amounts are applicable to benefits provided under this plan.

	<u>SERVICE/PROCEDURE</u>	<u>REIMBURSEMENT</u>	<u>MAXIMUM</u>
A.	Diagnostic/Preventative	100%	Nil
B.	Minor Restorative	100%	Nil
C.	Orthodontic	50%	\$2,500. lifetime*
D.	Periodontic (Minor Restorative)	100%	Nil
E.	Denture, Bridges, Crowns (Major Restorative)	50%	\$2,000/person/year
F.	Endodontic (Minor Restorative)	100%	Nil

*Orthodontic Services will be provided for dependent children who have attained their sixth birthday but not their **twentieth** birthday on the date the treatment commenced, payable at 50% with a limit of \$2,500.00 per child, per lifetime.

Conditions

Basic examinations and prophylaxis - every 9 months

Bitewing X-rays- 1 set every 9 months

12.5 ACTIVE EMPLOYEES OVER THE AGE OF 65

Active employees over the age of 65 will be provided with Health Care Spending Account (HCSA) credits of \$1500 annually. These credits can be used to purchase health and dental services and supplies as recognized by current CRA guidelines for eligible expenses.

12.6 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 - Group Life and Accidental Death & Dismemberment Insurance

Article 12.4 - Dental Plan

12.7 RETIREE BENEFITS - EARLY RETIREE GROUP LIFE INSURANCE

Employees with a minimum of ten (10) years continuous service and who retire from the Corporation and receive their OMERS pension shall be eligible to receive the early retiree life insurance of ten thousand dollars (\$10,000.00) term insurance which will be in effect until the retiree reaches seventy-five (75) years of age.

12.8 RETIREE BENEFITS - EARLY RETIREE HEALTH AND DENTAL PLAN

Employees with a minimum of ten (10) years continuous service who retire from the Corporation and receive their OMERS pension and who are not eligible for benefits from another employer shall be eligible to receive the early retiree health and dental benefits listed below. Such benefits will be in effect until the retiree reaches sixty-five (65) years of age.

In the event that a retiree in receipt of health and dental benefits passes away, the retiree's surviving spouse will be eligible to continue to receive the retiree's benefits until the earlier of the date the retiree would have reached sixty-five (65) or the surviving spouse reaches sixty-five (65).

Extended Health Care:

- Prescription Drugs Formulary;
- 90% coinsurance for National
- 70 % coinsurance for non-formulary drugs (Plan 64);
- 100% all other eligible expenses - as

provided under active employees' plan;

\$200.00 calendar year paramedical coverage;
\$5,000.00 calendar year-private duty nursing;
Semi-private hospitalization;
no out-of-country coverage;
no vision care

Dental Care:

Level I and II only (cleaning, filings, root canal, etc.);
- 12 month recall check-ups;
- 100% all eligible expenses;
- **2003** ODA fee schedule; no major restorative coverage;
no orthodontic coverage

12.9 PENSIONS

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

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 not to work safely as prescribed by Management, may result in disciplinary action.

13.2 CLOTHING ALLOWANCE

The type of clothing will be determined by the S.E.A./Management Committee or the S.E.A. Joint Health & Safety Committee as required.

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

By-law Enforcement Officer and Traffic Analyst.

- b) Each full-time Survey Assistant, Party Chief and Municipal Inspector, will be provided with the following articles of clothing on an as required basis:

- 2 Coveralls (summer or winter)
- 2 shirts
- 2 golf shirts
- 2 sweatshirts
- 2 Pair Pants (winter or summer)
- 2 Jackets (winter or summer)
- 1 Heavy Winter Coat

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

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

- d) Each full-time salaried employee classified as By-Law & Licensing Officer, Grading Technologist, Grading Assistant, Distribution Clerk, Office Services Clerk, Office Services Coordinator, Facility Operations Technician, Facility Systems Technician, Senior Records Clerk, Records Analyst, Computer Analyst, Environmental Coordinator, Building Inspector, Stockkeeper, Waste Reduction Coordinator, Survey/Inspector

Supervisor, Urban Forestry Supervisor, Area Parks Supervisor, Supervisor of Roads, Supervisor of Water/Waste Water and Fleet Supervisor, Water Technician, will be supplied with the following articles of clothing on an as required basis:

- 2 Work Shirts
- 2 Golf Shirts
- 2 Work Pants
- 1 Heavy Winter Coat
- 1 Jacket

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

13.3 SAFETY BOOTS/SHOES

Where required by the Ontario Health and Safety Act, Regulations 692, and 213/91, or at Management discretion, the Corporation will provide summer and/or winter boots/shoes to eligible full time employees as required,

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 or shoe and the boot or shoe purchased.

Employees entitled to the above provision are required to wear the safety boots or shoes at all times when their duties require them to do so.

ARTICLE 14 - LAY-OFFS AND RECALLS

14.1 LAY-OFFS

14.1.1 Laid-off employees will be notified of any position vacancy which they have qualifications and ability for, by registered letter or delivery to the last address known by the Corporation.

14.1.2 It is understood that all laid-off SEA employees will have first right to all vacant or new SEA positions, provided they have the qualifications and ability to do the job, and no new employee will be hired to perform work that a laid-off employee is capable of performing. Laid off employees are granted fifteen (15) working days to respond to any job posting.

14.2 RECALLS

Employees will have fifteen (15) working days from the date of sending of the letter to respond. In the event of recall, positions on the work force will be filled in reverse order to the order of layoff, provided that the period of layoff does not exceed twelve (12) months. The employees will be paid the wage rate for the position they have been recalled for.

14.3 NEW EMPLOYEES

New employees shall not be hired in positions of the Association until those within one (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 as per their job classification. Their job classification will be determined by the Joint SEA/Management Job Evaluation Committee and will be administered as per the attached salary and classification schedules.

16.2 PAY DAY

The Corporation shall pay by Direct Deposit 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 essential 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 two (2) consecutive working days or shifts or more, to receive pay for temporary transfer.

- 16.4.1** Employees transferring to another position within the Corporation, not covered by this Agreement, on a secondment or temporary basis, will continue to receive the medical/dental benefits and all other entitlements associated with this agreement.

Upon completion of a secondment or temporary assignment, employees will revert back to their substantive position to the appropriate grade and level.

The provisions of this article shall apply to periods during which the employee is absent on paid leave, on sick pay or paid holidays or on annual vacation, provided that period of temporary promotion has not been interrupted by aggregate of absences on paid leave, sick pay account, paid holiday or vacation in excess of twenty (20) working days.

ARTICLE 17 - CONFIDENTIALITY OF FILES

17.1 All personnel records are confidential and are kept in strict confidence in the Human Resource Services Division. Access is limited to the employee's direct reporting Supervisor or Manager, as the case may be, and to the employee's Department Head. Such access is only granted in the presence of the Director of Human Resource Services or a Human Resources staff member. An employee may view his personnel file in the presence of a Human Resources staff member providing that an advance appointment has been made for such purposes.

17.2 EMPLOYEE CHANGE OF ADDRESS/STATUS

The employee shall notify the Employer and Human Resources in writing, of any change in the employees address or change in dependent status within one week of any such change. The employee or the Association shall save the Corporation harmless in any action resulting from the employee not making the required changes in records as noted above.

ARTICLE 18 - S.E.A./MANAGEMENT MEETINGS

18.1 GENERAL

A S.E.A./Management Committee will be established to discuss topics of general interest and overall working conditions.

Its purpose will be to provide an outlet for 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 cooperation and understanding between the parties concerned.

18.2 MEETINGS

18.2.1 The Director of Human Resource Services of the Corporation or Secretary of the Association shall notify the other party in the event that the meeting of the S.E.A./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.

18.2.2 From time to time it is necessary for Management to ask for a meeting with the S.E.A. Executive. These meetings are over and above the time parameters set out in Article 19.

ARTICLE 19 - S.E.A. MEETINGS AND RELATED BUSINESS

19.1 GENERAL

All SEA meetings or related business are at the Corporation's time expense.

19.2 CHAIRPERSON

The S.E.A. Chairperson will be allowed **up** to six (**6**) hours per month for meetings and to review and act upon S.E.A. members concerns regarding issues of the interpretation of this Agreement as the need arises.

19.3 EXECUTIVE

The remaining SEA Executive, of which there will be no more than five (5) members, are allowed up to four (4) hours per month for meetings or related business.

19.4 SECTION REPRESENTATIVES

The S.E.A. Section Representatives, of which there will be no more than ten (10) members, are allowed up to two (2) hours per month for meetings or related business.

19.5 COMMITTEE MEMBERS

The S.E.A. Committee Members, of which there will be no more than twenty (20) members are allowed up to two (**2**) hours per month for meetings or related business.

19.5.1 Some Committee Members may also be Section Representatives or Executive Members.

ARTICLE 20 - DURATION OF AGREEMENT

20.1 This Agreement shall remain in force and in effect from the 1st day of January, 2007 until the 31st day of December, 2010.

20.2 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 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. It is desired to have both parties mutually agree on a new Agreement within ninety (90) days following the expiration of this Agreement. Between the time this Working Agreement expires and the next Agreement takes effect the spirit of this Agreement shall continue to remain in effect.

20.3 DISPUTES

Any grievance or **any** matters in dispute between the parties that arise in the period between the expiration of this Working Agreement and the signing of the new Working Agreement shall be governed by the terms of this Working Agreement.

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
TOWN OF RICHMOND
HILL**

Chairperson

Mayor

Vice Chairperson

Clerk

As ratified by Council July 9, 2007 and documented in Staff Report SRCAO.07.27

LETTER OF UNDERSTANDING

Between the Corporation of the Town of Richmond Hill

("the Town")

and

The Salaried Employees Association

("Association")

Re: Printing of Agreement

The Corporation of the Town of Richmond Hill agrees to print and distribute the **2007** Working Agreement within sixty (60) days of ratification, including fifteen (15) extra copies to the Association at no cost to the Association.

LETTER OF UNDERSTANDING

Between the Corporation of the Town of Richmond Hill

("the Town")

and

The Salaried Employees Association

("Association")

Re: Computer for the S.E.A. Chairperson

The Corporation of the Town of Richmond Hill agrees to provide to the S.E.A. **Chairperson** exclusive use of a lap-top computer with remote access via metaframe. The Chairperson of the S.E.A. will be responsible for the use of this equipment which is to be used only for conducting S.E.A. business.

LETTER OF UNDERSTANDING

Between the Corporation of the Town of Richmond Hill

("the Town")

and

The Salaried Employees Association

("Association")

Re: Employee Benefits

It is agreed and understood by the parties that Group Benefits form part of the Working Agreement, and may only be altered or amended by mutual agreement of both parties.

The Town agrees to provide the annual costs of Benefit Plans in April of each year and to meet with two representatives of the Association to discuss the escalating costs in the benefit program and identify cost containment strategies for implementation.

LETTER OF UNDERSTANDING

Between the Corporation of the Town of Richmond Hill

("the Town")

and

The Salaried Employees Association

("Association")

RE: Parking Control Hours

It is agreed and understood by the parties that based on the needs of the Corporation and as approved by Council, management may recommend that the hours of work for Parking Control Officers move to a 24 hour per day, 7 days per week operation shift schedule, during the course of this agreement. This Letter of Understanding confirms the parties have agreed to implement the new shift and the following provisions will apply:

Hours of Work:

3 Shifts

7 a.m. to 3 p.m.

3 p.m. to 11 p.m.

11 p.m. to 7 a.m.

- All Parking Control Officers would be required to work one (1) weekend every three (3) weeks;
- Once the new shift is approved, existing Parking Control Officers would continue to work nine (9) hour shifts with one (1) hour for lunch.
- The additional one (1) hour would be spent carrying out administrative work as assigned by the Supervisor of Enforcement.
- The current remuneration for existing employees will not be affected.
- Existing employees will be asked to provide management with their preferred shift and may be and placed on their preferred shift, based on seniority.
- The present officers may still be required to work day shift and afternoon shift unless there are sufficient officers who volunteer to work these shifts
- These shifts will not be rotating shifts, but rather steady days, afternoons and/or midnight shifts.
- Any new employees hired in the Parking Control Officer position will be required to work an 8 hour shift.

The Corporation of the Town of Richmond Hill and the Salaried Employees Association agree

that during the term of this agreement, afternoon and evening shifts may be introduced for the Parking Control Section. Due to the growth of the Town and the increasing number of complaints that require investigation after the normal working hours (5 pm to 7 am) it may be necessary for the Town to consider providing an additional shift for the purposes of parking enforcement, during the term of this agreement.

In addition, the Town may create an additional position in the **SEA** agreement which would be responsible for parking control, but on evening and nights also address by law complaints that cannot be dealt with by the by law officers who work the day shift.

LE UNDERS NDING

Between the Corporation of the Town of Richmond Hill

("the Town")

and

The Salaried Employees Association

("Association")

Re: Written Notice of Loss of Employment qualification

Any employee is required to give to his/her immediate Supervisor written notice of a loss of employment qualification. This may include the loss or suspension of a certificate/license that prevents an employee from performing their job. Such notice must contain the relevant information including the duration of loss or suspension and must be provided to the employer as soon as the employee reports to work, when the employee is notified of such loss or suspension. Failure to provide such notice to the employer within the stipulated period will be treated as a matter of discipline.

ADDENDUM
to the
SALARIED EMPLOYEES' ASSOCIATION AGREEMENT
for
BUILDING SERVICES DIVISION
EXTENDED WORKING HOURS - "HOMES PROGRAM"

On February 18, 1991 Council approved by resolution that the Building Services Division would be authorized to operate with extended hours seasonally as a result of the initiation of the "HOMES" program.

The following provisions apply to extended hours for the spring, summer and fall of each year determined by the Building Services Division to provide the public with greater access to Town staff and services associated with the "HOMES" program. The "HOMES" program is currently offered to the public from 4:30 p.m. to 7:30 p.m. on selected Wednesday evenings between April 1st and October 1st to a maximum of 16 weeks.

The annual implementation of the "HOMES" program will be at the discretion of the Corporation. Dates and frequency may vary and are subject to the discretion of the Director of Building Services or designate.

The Director of Building Services or designate will ensure that a rotation list is updated and available to all respective staff. Substitution arrangements among staff will be permitted subject to the approval of the Director of Building Services or designate. However, in the event that the substitution employee is unavailable to work those hours as stated above, the employee initially scheduled to work will be required to do so.

The staff currently required to operate the program are 2 Plans Examiners, 1 Zoning Examiner, and 1 Customer Service Representative.

It is agreed that the hours worked for each evening will be accumulated as lieu time at time and one half for the hours worked. This accumulated lieu time is to be taken between October 1st and the last day of February the following year.

Respective Building Division employees who bank the hours worked between 4:30 p.m. and 7:30 p.m. will be eligible to bank these hours in a separate bank to a maximum of 28 hours and subject to Town policy as outlined currently, however, for the 2 separate banks. One bank will be utilized for overtime hours worked other than those hours worked on Wednesday evenings as a result of the extended hours program. Hours in either overtime bank are not transferable. Absence from work for leave in lieu of overtime hours worked will be upon the request of the respective employee. The timing for such leave will be at the discretion of the Director of Building Services or designate.

For the Association

For the Town

Dated this _____ day of _____, 2007

47