

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2004-102

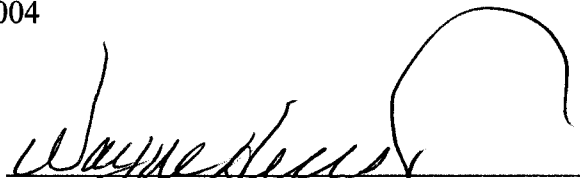
Being a by-law authorizing the execution of an agreement
with the Administrative Officials of the Town of Amherstburg

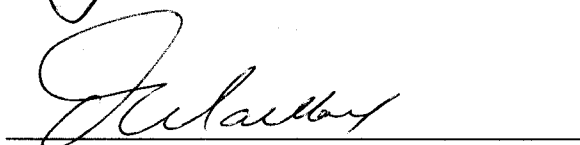
WHEREAS an Agreement has been reached between the Town of Amherstburg
and the Administrative Officials;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF
THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:**

1. The Mayor and Clerk be, and they are hereby authorized and instructed to execute the originals and copies of the said agreement and to affix the Corporate seal thereto.
2. This By-law shall come into force and take effect on the date of final passage thereof.

Passed this 13th day of December, 2004


MAYOR


CLERK

1st Reading: December 13, 2004

2nd Reading: December 13, 2004

3rd Reading: December 13, 2004

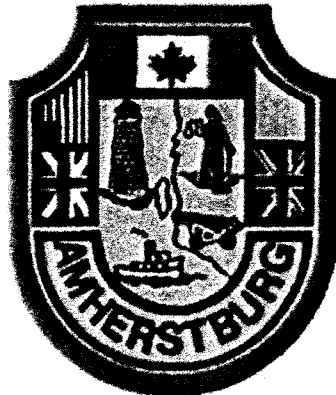
**2004
MEMORANDUM OF AGREEMENT**

BETWEEN

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**

AND

**THE ADMINISTRATIVE OFFICIALS
OF THE TOWN OF AMHERSTBURG**



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MEMORANDUM OF AGREEMENT

Made as of the

day of

, 2004

B E T W E E N:

THE CORPORATION OF THE TOWN OF AMHERSTBURG,

Hereinafter called "The Town

OF THE FIRST PART

and

THE ADMINISTRATIVE OFFICIALS OF THE TOWN OF AMHERSTBURG

Hereinafter called "The Employees"

OF THE SECOND PART

WHEREAS the Town and the Employees deem it mutually desirable to record by written memorandum the conditions of employment of the latter.

NOW THIS MEMORANDUM RECORDS AS FOLLOWS:

ARTICLE 1 - COVERAGE

- 1.01 This memorandum applies to the administrative officials of the Town, presently consisting of the Chief Administrative Officer, Clerk, Treasurer, Tax Collector/Deputy Treasurer, Manager of Public Services, Chief Building Official, Roads, Drainage and Parks Maintenance Superintendent/Assistant Manager of Public Services, Water and Sewer Superintendent, Public Works Office Manager, Inspector/Coordinator of Development Services, Recreation Facilities Superintendent, Planning Coordinator, Building Inspector, Building Inspector/Plans Examiner, Fire Chief/Emergency Planning Coordinator, Deputy Fire Chief, Tourism/Economic Development Coordinator and Manager of Information Technology.
- 1.02 It is the present intention of the parties that this memorandum would outline generally the conditions of employment applicable to all present or future full time employees of the Town that have management or administrative responsibilities and are not members of the Town bargaining unit, I.B.E.W. Local 636.

ARTICLE 2 - DUTIES

2.01 The duties, responsibilities, powers and authorities of each of the employees shall be:

- a) Those set out by the Municipal Act, The Building and Plumbing Codes, the Fire Departments Act, the Fire Marshal's Act, the Fire Code, the Safe Drinking Water Act, the Ontario Water Resources Act and any other statute, regulation or binding governmental directive effecting the administration of a Town;
- b) Those contained in any by-law, resolution, special direction or job description validly passed or adopted by the Town and not varied or superseded by any of (a);
- c) Where not provided or limited by (a) or (b), those customary to the occupants of similar offices within Towns of a similar size in Ontario.

ARTICLE 3 - SALARIES & WAGES

3.01 The Town shall pay to each of the employees the salary and/or wage set out beside his position title in Schedule "A" attached hereto, for the period of this memorandum.

3.02 The parties agree that salaries and wages shall be reviewed on the expiry of this memorandum and fixed by action of Council.

ARTICLE 4 - PROMOTIONS

4.01 The employment of each employee shall be considered probationary during the first six months of his or her employment. The employees recognize that each of their positions is a separate office, to be filled in the event of vacancy by the Council of the Town.

ARTICLE 5 - ANNUAL VACATIONS

5.01 The annual vacation for each employee shall be as follows:

On completion of six months service	- 1 week
On completion of one years service	- 1 week
In the second calendar year	- 2 weeks
In and after the third calendar year	- 3 weeks
In and after the eighth calendar year	- 4 weeks
In and after the fourteenth calendar year	- 5 weeks
In and after the twenty-second calendar year	- 6 weeks
In and after the thirtieth calendar year	- 7 weeks

No employee shall be allowed to accumulate vacation and all vacation days must be taken during the same calendar year unless otherwise agreed upon by Council and the Employee.

- 5.02 When in any year an employee ceases to be an employee of the Town prior to receiving his annual vacation in that year, he shall be given his normal vacation due him before his name is removed from the salary sheet, or before his resignation becomes effective or shall be paid vacation pay at the rate of four percent (4%) of his annual salary to date if entitled to two weeks vacation, six percent (6%) of his annual salary to date if entitled to three weeks vacation, eight percent (8%) of his annual salary to date if entitled to four weeks vacation, ten percent (10%) of his annual salary to date if entitled to five weeks vacation, twelve percent (12%) of his annual salary to date if entitled to six weeks vacation, and fourteen percent (14%) of his annual salary to date if entitled to seven weeks vacation.
- 5.03 For the purpose of this article it is noted that by special agreement, in partial recognition of the 24 years of service to the Town as a voluntary fire fighter, the Fire Chief/Emergency Planning Coordinator is being hired as if, for purposes of vacation entitlement only, he will have eight years of full time service by January 1, 1991.
- 5.04 For the purpose of this article it is hereby understood and agreed that the Treasurer was hired by the Township of Anderdon (1992), for purposes of vacation entitlement only, with credit for six (6) years of full time service with the Township. The Treasurer will be credited with twelve (12) years of service as of December 31, 1997.

ARTICLE 6 - TIME-IN-LIEU OF OVERTIME

- 6.01 The employees recognize that the normal duties of their respective offices will require attendances at meetings, whether of Council, Committees, Agencies, or otherwise, and performance of administrative and supervisory duties outside of the normal hours of work; and acknowledge that their services are supervisory or managerial in character and so by Sections 4(b) and 6(b) of Regulation 325, R.R.O. 1990, are exempt from the hours of work and overtime provisions of The Employment Standards Act, R.S.O. 1990.
- 6.02 The Fire Chief/Emergency Planning Coordinator recognizes that the normal duties of his office will require attendances at meetings, whether of Council, Committees, Agencies, or otherwise, and performance of administrative and supervisory duties outside of the normal hours of work; and attendance at fires and emergencies at all times, and acknowledges that his services are supervisory or managerial in character and so by Sections 4(b) and 6(b) of Regulation 325, R.R.O. 1990, exempt from the hours of work and overtime provisions of The Employment Standards Act, R.S.O. 1990, as well as being exempt because he is a full time Fire Chief within the meaning of the Fire Department Act, and so exempt under Section 4(a) of Regulation 325.
- 6.03 The Chief Administrative Officer, Treasurer, Clerk, Manager of Public Services, Fire Chief/Emergency Planning Coordinator, Chief Building Official, Roads, Drainage and Parks Maintenance Superintendent/Assistant Manager of Public Services, Water and Sewer Superintendent will be entitled, in addition to annual vacations and statutory holidays, and in recognition of services performed outside of normal hours, to ten (10) working days off throughout the year, with pay, to be taken as full or part days from time to time. Such days shall be allowed to the employee in consultation with the Chief Administrative Officer. All other employees covered by this agreement will be entitled to five (5) days off on the same terms and conditions.

- 6.04 If by the end of the calendar year any employee has not been able to schedule all the personal days off and vacation time to which such employee is entitled, such employee shall be paid for the time off missed at the applicable daily salary rate for such employee at year end.

ARTICLE 7 - CAR ALLOWANCE - CLOTHING ALLOWANCE

- 7.01 The allowance for all administrative employees required to use their own motor vehicles in performing their duties and who agree to do so, shall be paid a travel allowance as amended from time to time
- 7.02 The Chief Building Official, Building Inspector, Building Inspector/Plans Examiner, Fire Chief/Emergency Planning Coordinator, the Deputy Fire Chief, Manager of Public Services, Roads, Drainage and Parks Superintendent/Assistant Manager of Public Works, Water and Sewers Superintendent and the Inspector/Coordinator of Development Services, acknowledge that the Town has agreed to provide them a suitable motor vehicle for their use in performing their duties.
- 7.03 When provided with a motor vehicle by the Town, the Chief Building Official, Building Inspector, Building Inspector/Plans Examiner, Fire Chief/Emergency Planning Coordinator, the Deputy Fire Chief, Manager of Public Services, Roads, Drainage and Parks Superintendent/Assistant Manager of Public Works, Water and Sewers Superintendent and the Inspector/Coordinator of Development Services, shall use the same only in the performance of their duties, shall exercise the care in its use and operation that they would if it were their own, and have it fuelled, serviced and repaired by the Town as required.
- 7.04 The Town shall supply uniforms and clothing for the Fire Chief/Emergency Planning Coordinator and Deputy Fire Chief as deemed required. When uniforms (excluding shirts) are deemed by the Chief to need cleaning, he shall arrange to have them cleaned and submit the invoice for payment.
- 7.05 The Town shall provide the Chief Building Official, Building Inspector, Building Inspector/Plans Examiner, Manager of Public Services, Roads, Drainage and Parks Maintenance Superintendent/Assistant Manager of Public Services, Water and Sewer Superintendent, Public Works Office Manager and the Inspector/Coordinator of Development Services, and Recreation Facilities Superintendent a maximum annual allowance of \$250.00 for the purchase of safety footwear subject to the limitation that such safety footwear will be replaced upon presentation of the former issue, and further a hardhat in accordance with relevant legislation.
- 7.06 The Town will provide the Chief Building Official, Building Inspector, Building Inspector/Plans Examiner, Roads, Drainage and Parks Maintenance Superintendent/Assistant, Manager of Public Services, Water and Sewer Superintendent, Public Works Office Manager and the Inspector/Coordinator of Development Services, and Recreation Facilities Superintendent 3 pants, three (3) work shirts, and one spring jacket annually, and (except for the Public Works Office Manager) one winter parka, and rainwear upon presentation of the former worn issue. All other employees will be entitled to a spring jacket, to be replaced upon presentation of the former worn issue. The Town agrees to repair or replace articles of clothing damaged while at work for any office employee. Proof of damage must be made on the day it occurs.

ARTICLE 8 - PENSION & INSURANCE

- 8.01** The employer and the employees shall participate in the Ontario Municipal Employees Retirement System (OMERS) Basic Plan and the Canada Pension on an integrated basis.
- 8.02** The employer shall enroll all employees in an OMERS Type I -100% Supplementary Pension Benefit Plan to provide supplementary pension benefits for credited service with the Municipality.
- 8.03** The employer shall pay the full premium cost to provide life insurance coverage for all employees under a group policy. The policy will provide coverage equal to one and one-half times (1½ x's) the employee's basic annual earnings [to the next highest one thousand dollars (\$1,000.00)], with triple indemnity in the event of accidental death.
- 8.04** The employer agrees to bear all of its administrative costs in the implementation of a voluntary payroll deduction plan for the employees.
- 8.05** The Employer agrees to continue to pay the employees their regular net (take home) pay while absent from work due to illness or accident during any waiting period for disability benefits.
- 8.06** The employer shall pay the premiums on a policy of group insurance providing weekly indemnity to all employees, disabled from performing the duties of their own employment because of, and during the first two (2) years after, the onset of personal illness or after a personal accident, and thereafter from performing the duties of any employment, in an amount which, together with Canada Pension Plan payments receivable (excluding children's benefits), Worker's Compensation payments receivable and any other indemnity receivable referred to in the policy, would equal seventy-five percent (75%) of the weekly base pay at the commencement of disability of the affected employee, with entitlement to such weekly indemnity payments to commence on the fifteenth (15th) day on continuous disability and to continue until, in the first two (2) years, the employee can return to and perform all of the duties of the regular occupation of such employee, and thereafter until the termination of disability or rehabilitation as provided in the policy, or the death or sixty-fifth (65th) birthday of the affected employee, which ever shall first occur .
- 8.07** a) Any employee deemed as being temporarily disabled from performing the duties of his or her employment as a result of personal injury and/or illness, shall be entitled to payment under the weekly and/or long term group insurance plans defined by this Agreement. The employer agrees to make up the difference between any Group Disability Insurance coverage payments and the employee's net (take home) pay for any employee while absent due to such illness and/or injury using the individuals accumulated sick leave credits.
- 8.07** b) In the case of extended absences, proof of acceptance of a claim by the group insurer aforesaid, and continuing payment of indemnity under the group policy shall constitute prima facie, but not conclusive proof of disability caused by personal illness or accident.
- 8.08** The Town shall provide a policy of Public Liability Insurance which shall protect each

of the employees against any claims, actions, suits or otherwise brought by any person or persons whomsoever alleging any wrongful or negligent act or omission by any of the employees during the course of their duties.

The Town agrees to provide each employee with legal indemnification for reasonable legal costs incurred and recovered by the employee in defence of any civil action, in the defence of a criminal prosecution, and in respect of any other proceedings in which the employee's manner of execution of the duties of his/her employment is an issue, if the employee is found to have acted in good faith.

ARTICLE 9 - RETIREMENT

9.01 Retirement age for an employee shall be the end of the month following his 65th birthday, or such earlier age as the employee may elect, and upon which such employee is entitled to claim pension benefits under O.M.E.R.S. Employees may be requested annually by resolution of Council to continue working past the age of 65 provided such employee is capable of performing work satisfactory to Council and Management.

ARTICLE 10 - HOURS OF WORK

10.01 For the Clerk, Treasurer, Deputy Treasurer, Chief Building Official, Building Inspector, Building Inspector/Plans Examiner, Planning Coordinator, Recreation Facilities Superintendent, Fire Chief/Emergency Planning Coordinator, Deputy Fire Chief, Tourism/Economic Development Coordinator and Manager of Information Technology, thirty-five (35) hours shall constitute a work week, Monday to Friday daily, between the hours of 8:30 a.m. and 4:00 p.m. with one half (1/2) hour off for lunch. The parties agree to a fifteen (15) minute coffee break in the forenoon and a fifteen (15) minute coffee break in the afternoon.

10.02 For the Manager of Public Services, Roads, Drainage and Parks Maintenance Superintendent/Assistant Manager of Public Services and Water and Sewer Superintendent and the Inspector/Coordinator of Development Services, forty (40) hours shall constitute a work week, Monday to Friday, between the hours of 7:00 a.m. to 12 Noon and from 12:30 p.m. to 3:30 p.m. For the Public Works Office Manager, forty (40) hours shall constitute a work week, Monday to Friday, between the hours of 7:30 a.m. to 12 Noon and from 12:30 p.m. to 4:00 p.m. The parties agree to a fifteen (15) minute coffee break in the forenoon and a fifteen (15) minute coffee break in the afternoon.

ARTICLE 11 - SICK LEAVE AND DISABILITY BENEFITS

11.01 All employees shall be entitled to leave from employment while disabled from performing the duties of employment because of personal illness or accident, subject to the limitation of this article.

11.02 The employer shall provide protection to its employees from loss of income while so disabled, as limited by this article.

- 11.03** The employer shall pay the premiums on a policy of group insurance providing weekly indemnity to all employees, disabled from performing the duties of their own employment because of, and during the first two years after, the onset of personal illness or after a personal accident, and thereafter from performing the duties of any employment, in an amount which, together with Canada Pension Plan payments receivable (excluding children's benefits), WSIB payments receivable and any other indemnity receivable referred to in the policy, would equal 75% of the weekly base pay at the commencement of disability of the affected employee, with entitlement to such weekly indemnity payments to commence on the 15th day of continuous disability and to continue until, in the first two (2) years, the employee can return to and perform all of the duties of the regular occupation of such employee, and thereafter until the termination of disability or rehabilitation as provided in the policy, or the death or 65th birthday of the affected employee, whichever shall first occur.
- 11.04** All sick leave credits accumulated up to midnight August 31, 1982, and calculated and recorded to the credit of each employee shall herein be referred to as "frozen credits". No further credit shall be added to such frozen credits but deductions may be made there from as hereafter provided.
- 11.05** The entitlement of employees to be credited with accumulated sick leave credits from and after September 1, 1982 is hereby recognized. Such credits shall herein be referred to as "new credits".
- 11.06** Employees shall continue to be entitled to sick leave credits of 1½ days per month worked, which new credits may be accumulated. However, no payment shall be made for any accumulated new credits on termination of employment.
- 11.07** The "frozen" and "new" sick leave credits of each employee shall be recorded annually as of December 31st, of each year and each employee shall be notified in writing on or before March 15th of the following year of the amount of his accumulated "frozen" credits and "new credits".
- 11.08** If an employee is disabled from performing the duties of his or her employment because of personal illness or accident, such employee shall be entitled to payment from the employer, on his or her regular pay days, at the full amount of his or her regular pay, at the date of such payment, for days missed while so disabled, less any indemnity received under the group policy aforesaid, the Canada Pension Plan, WSIB or any other source related to his or her employment, to the extent of the sick leave credits of such employee, drawing first on "new" credits and then on "frozen" credits.
- 11.09** An employee absent because of personal illness or accident, shall cause his or her immediate superior to be notified, in the case of office and non-shift personnel, not later than one-half hour after the commencement of his or her working day and in the case of shift personnel, not later than one hour prior to the commencement of his or her shift. In all cases where an employee is absent due to personal illness or accident for more than three (3) consecutive working days, the employee shall furnish a report completed and signed by a duly qualified medical practitioner, confirming that the employee was disabled. Any employee may be required to furnish such a report for an absence of less than three days. Failure to furnish such a report when required shall forfeit benefits paid

or payable. In the case of absence extending past 14 days, proof of acceptance of a claim by the group insurer aforesaid, and continuing payment of indemnity under the group policy shall constitute prima facie, but not conclusive proof of disability caused by personal illness or accident.

- 11.10** Any employee certified by the WSIB as being disabled from performing the duties of his or her employment as a result of personal injury arising out of or in the course of his or her employment, and to be entitled to WSIB payments as a result thereof, shall be entitled to payment by the employer, without charge or deduction from either "new" or "frozen" sick leave credits accumulated, on his or her regular pay days to the full amount of his or her regular pay at the date of such payment, for days missed while so disabled less any indemnity from WSIB, under the group policy aforesaid, the Canada Pension Plan, or any other source relating to his or her employment for a period of six months from date of such disability. In the event of disability continuing longer than six months, the provisions of Paragraph 12.08 shall apply.
- 11.11** If any employee dies, retires, or separates from employment he or she or his or her estate shall be paid 50% of his or her unused frozen sick leave up to a maximum of ½ year's earnings at the rate received by him or her immediately prior to termination of employment.
- 11.12** An employee continuously absent under the provisions of this article for 130 working days after having used up all sick leave to his or her credit shall be deemed to have resigned.
- 11.13** Any misrepresentation of fact by an employee to the employer or the insurer under the group policy aforesaid may be sufficient grounds for disciplinary action up to and including immediate discharge.
- 11.14** Employees shall arrange for eye examinations and other medical and dental appointments outside of working hours. If this is not possible, the employee shall arrange for the appointment at such a time as to cause the least interruption to the daily work routine and except with specific permission of management personnel, shall be scheduled after 2:30 p.m. If so scheduled, management personnel may in their discretion grant absence from work with pay, not exceeding one and a half hours. Written confirmation that the appointment was kept will be required.

ARTICLE 12 - PAID HOLIDAYS

- 12.01** Days to be recognized as statutory holidays with pay, during the year shall be one full day prior to New Year's Day, New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Day, Labour Day, Thanksgiving Day, Remembrance Day, One Full Day prior to Christmas Day, Christmas Day, Boxing Day or the day which may be proclaimed as the effective legal holiday for the days previously set forth and any other day which may be proclaimed as a holiday by the Mayor.
- 12.02** When a holiday falls on the weekend and no other day is proclaimed as said holiday, the employees shall be granted the Friday preceding such holiday or the Monday following such holiday off with pay at the option of the employer.
- 12.03** This does not apply to employees who absent themselves without leave on the working

day immediately before or after said holiday, or to the employees who are absent with leave either the working day before or after said holiday, when that leave has been granted for a period longer than one (1) day.

- 12.04 When a legal holiday falls within an employee's vacation period such holiday shall not be counted as a vacation day, but shall be allowed to the employee at a time satisfactory to the employer.
- 12.05 The Town of Amherstburg Municipal Offices will be closed between Christmas Eve and New Years Day inclusive. It is understood and agreed that to facilitate such a shutdown, employees will be required to schedule vacation on those days not recognized as paid holidays during this period. Should an employee's scheduled time off be interrupted due to an emergency, and the employee is required to report for work, he or she will be granted time off with pay for all hours worked at a later date.

ARTICLE 13 - BEREAVEMENT LEAVE

- 13.01 Four (4) regular working days off with pay shall be granted (for the purpose of attending the funeral) in the event of the death of the immediate family which would include: mother, father, brother, sister, spouse, common-law spouse, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild, grandparents, son-in-law, daughter-in-law, step-mother, step-father, step-sister, step-brother, step-children, step-grandparents, step-grandchildren. Regular working days do not include Saturday and/or Sunday.
- 13.02 In the event of the death of any other relative or of a member of the staff, time off with pay may be granted (for the purpose of attending the funeral) not to exceed one (1) day, except by special permission of the Chief Administrative Officer.
- 13.03 In the event that the death occurs during an employee's vacation or on a Paid Holiday (as defined by this Memorandum of Agreement), they will be entitled to an extension of their vacation (or another day off with pay in the case of a Paid Holiday) equal to the time off for bereavement leave which they otherwise would have been granted had the death not occurred.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.01 No employee, covered by the terms of this agreement shall absent himself from duty without first obtaining permission from the Chief Administrative Officer.
- 14.02 No employee shall be absent from work without informing the Chief Administrative Officer on or before 10:00 o'clock a.m. on that day of such absenteeism and the reason therefor. The penalty for violation of this section shall be mutually agreed upon between the Council for the Town of Amherstburg and the Chief Administrative Officer.
- 14.03 An employee who is absent from work due to jury duty, or testifying as a Crown witness shall receive his regular wages providing the employee give notice of serving and submits proof of having served on jury duty or as a Crown witness. The pay received by the employee for serving on jury duty or as a crown witness shall be remitted to the employer less actual expenses.

- 14.04 In no case shall an employee absent himself from duty for a period exceeding 5 days without first obtaining permission from the Municipal Council.
- 14.05 Personal Time Off: - An employee may use up to three (3) days per calendar year of accumulated sick leave for personal business under the following conditions:
- 1) The days are not taken on consecutive work days or in conjunction with vacation or holidays, except in the case of emergency;
 - 2) At least ten (10) days of unused accumulated sick leave will remain;
 - 3) It will not cause undue inconvenience to the employer;
 - 4) The request is made promptly at the time the need is determined and, except in case of an emergency, no later than four (4) hours prior to quitting time of the work day preceding the requested day off.

ARTICLE 15 - GROUP HEALTH INSURANCE PLANS

- 15.01 During the life of this Agreement, the Employer agrees to pay one hundred percent (100%) of the premium costs for the group health benefits listed herein. In so doing, coverage will be provided for: all employees, their spouses and/or eligible dependents (including overage dependents as defined by Green Shield); employees receiving disability benefits (including, but not limited to STD, LTD, OMERS Disability, and/or CPP Disability); retirees, their spouse and/or their eligible dependents and; in the event of the death of an active employee or retiree - their surviving spouse and/or eligible dependents. The Plan will include the following:
- a) The Employer Health Tax
 - b) Green Shield Supplementary Plan for Semi Private Hospital Care
 - c) Green Shield Apoth-O-Care Drug Plan #3 (Product Selection)- with prescription copayment of one dollar (\$1.00)
 - d) Green Shield Dental Plan 13 - The parties agree that administrative employees shall continue to be covered under the Green Shield Dent-A-Care Plan 13 provided for in a previous collective agreement which expired December, 2003, but that in addition thereto, if any administrative employee requires dental care not covered by Green Shield Dental Plan 13 but covered by the Green Shield Dental Plan 14 (Orthodontic coverage to \$1,500.00 and Bridges and Crown coverage to \$1,000), the Town shall pay direct on behalf of such employee the amount that would have been payable if such employee had been covered by Green Shield Dental Plan 14 (Orthodontic Coverage to \$1,500.00 and Bridges and Crowns coverage to \$1,000).
 - e) Green Shield Vision Care Plan E (\$ 250.00 maximum) or two hundred and fifty dollars (\$250.00) every twenty four (24) months towards the cost of laser eye surgery.
 - f) Green Shield Audio Plan H 1- including Hearing Aids
 - g) Green Shield Extended Health Services Plan - including Out of Province Travel Assistance (Plan QK for active employees and Plan QJ for retirees); Private Nursing Care (with an annual cap for private duty nursing care of fifteen thousand dollars (\$15,000.00); Chiropractic therapy and; Homeopathic Treatment Programs; Massage

therapy one hundred and fifty dollars per year (\$150.00/year) [being thirty dollars per visit (\$30.00/visit) for five visits with a registered massage therapist]; Orthotics four hundred dollars (\$400.00) every thirty-six (36) months.

15.02 Retirees, for the purpose of Article 15, shall be defined as former full-time employees who had at least ten (10) years of full time service with the Employer who are eligible for a pension under the OMERS Plan; who are eligible for coverage under the group health insurance plans and; who have resigned their employment:

- i) at age sixty-five (65)
- ii) before age sixty-five (65) but on a pension from OMERS
- iii) by reason of long term disability, covered under the LTD Plan (outlined in this Agreement) and/or the OMERS Disability Plan

15.03 Benefits on Lay-off: The employer agrees to pay one hundred percent (100%) of the premium costs to provide benefit coverage as defined hereafter for all laid off employees. The Corporation will continue to provide benefits (in accordance with the terms and provisions of this Agreement) for all laid off employees at a rate of one (1) month for every year of service until the affected employee gains other permanent employment or for a period not to exceed one (1) year following the effective day of the lay-off (whichever is less). In order to qualify for such entitlement, an employee must have at least five (5) years service with the Corporation.

ARTICLE 16 - GRIEVANCES & COMPLAINTS

16.01 It is the mutual desire of the parties hereto that complaints and grievances relative to this agreement or working conditions generally shall be responded to as quickly as possible.

ARTICLE 17 - PERFORMANCE REVIEW

17.01 The performance of each administrative official shall be reviewed on an ongoing basis by the Chief Administrative Officer. The performance of the Chief Administrative Officer shall be reviewed annually by Council.

17.02 It is agreed that the Town shall not discipline or discharge any of the employees without just cause.

17.03 Disputes with respect to Article 17.02 may be resolved pursuant to the Arbitration Procedure referred to in Article 17.01 of the current Collective Agreement between the Corporation of the Town of Amherstburg and the Local Union #636 of the International Brotherhood of Electrical Workers, effective January 1, 2004 and running until December 31, 2006, which are incorporated, with all necessary changes, by reference into this memorandum, or in courts, as the affected employee may elect.

ARTICLE 18 - DURATION

18.01 This memorandum is intended to cover the period from January 1, 2004 to December 31, 2004.

18.02 The salary or wage rates set out in Schedule "A" shall be retroactive to January 1, 2004.

ARTICLE 19 - GENERAL

19.01 Training Reimbursement - Employees will be required to reimburse the Town for courses taken should they decide to voluntarily terminate their employment within four years of their date of employment as per the following schedule:

1 year	100 % payback
2 years	75% payback
3 years	50% payback
4 years	25% payback