

THE CORPORATION OF THE VILLAGE OF ST. CLAIR BEACH

BY-LAW NO. 2140

Being a By-Law to approve and to authorize the execution of an Agreement with the Village Administrator

WHEREAS pursuant to Section 207, paragraphs 45 through 51 inclusive, and Section 207.1 of The Municipal Act, R.S.O. 1990, c. M.45, Councils of all municipalities may pass by-laws respecting municipal employees;

AND WHEREAS pursuant to By-laws Number 661, 681 and 816, the Municipal Council of the Village of St. Clair Beach did appoint a Clerk, Treasurer, Tax Collector and Chief Administrative Officer;

AND WHEREAS the Municipal Council, of the Village of St. Clair Beach is desirous of passing a by-law to approve and authorize the execution of an Agreement to ratify past, current and future employment salaries and benefits together with future retirement benefits for the Clerk, Treasurer, Tax Collector and Chief Administrative Officer;


NOW THEREFORE the Municipal Council, of the Corporation of the Village of St. Clair Beach does hereby enact as follows :

1. That the Municipality does hereby approve and authorize an Agreement, in the form annexed hereto as Schedule "A" for the Clerk, Treasurer, Tax Collector and Chief Administrative Officer, Andre M. Barrette, dated 1996 10 15.
2. That the Mayor and the Clerk be and they are hereby authorized to execute the Schedule "A" Agreement and any other documentation necessary or desirable to carry out the intention of the parties thereto.
3. That this By-law shall come into full force and effect on 1996 01 01.

READ a first, second and third time and finally passed this 1996 11 25.

"SEAL"


Mayor


Clerk

SCHEDULE "A" to 194-law 8/170

MEMORANDUM OF AGREEMENT made this 1996 10 15 to take effect as of and from 1996 01 01.

B E T W E E N :
THE CORPORATION OF THE VILLAGE OF ST. CLAIR BEACH

hereinafter called the "CORPORATION" of **THE FIRST PART:**

- and -

ADMINISTRATOR-CLERK-TREASURER-TAX COLLECTOR, ANDRE M. BARRETTE

hereinafter called the "ADMINISTRATOR" of **THE SECOND PART:**

WHEREAS Andre M. Barrette is employed by the Corporation and holds the offices of Administrator, Clerk, Treasurer and Tax Collector;

AND WHEREAS the Corporation and the Administrator have mutually agreed to enter into this Agreement for the purpose of ratifying, defining and confirming past, present and future employment salaries and benefits together with future retirement benefits;

NOW THEREFORE in consideration of the mutual covenants herein, the parties hereto hereby agree as follows:

ARTICLE 1 - COVERAGE

1.01 This Agreement shall apply to the Administrator, Andre M. Barrette, and is made pursuant to The Municipal Act, R.S.O. 1990, c. M.45, Section 207, paragraphs 45 through 51 inclusive, together with Section 207.1; and made pursuant to By-laws Number 661, 681 and 816 of the Corporation.

ARTICLE 2 - SALARY

2.01 The Administrator's rates of salary for the ensuing four years shall be paid in accordance with the following salary schedule;

- a) Year 1996 - the annual rate shall be \$82,000.00;
- b) Year 1997 - the annual rate shall be \$83,000.00;
- c) Year 1998 - the annual rate shall be \$83,000.00; and
- d) Year 1999 - the annual rate shall be \$83,000.00.

- 2.02 The preceding salary schedule shall be paid to the Administrator on a semi-monthly basis, being twenty-four (24) equal instalments annually on the 15th and final day of each month.
- 2.03 After the 31st day of December, commencing with 1999 12 31, the salary of the Administrator for the ensuing year or years shall be such amount or amounts as may be mutually agreed upon between the parties as evidenced by resolution of the Corporation duly passed and an acknowledgement in writing by the Administrator.

2.04 The salary range for the office of Administrator shall be :

a) Low	\$60,000.00	d) Mid-High	\$78,000.00
b) Mid-Low	\$66,000.00	e) High	\$84,000.00
c) Medium	\$72,000.00		

ARTICLE 3 - VACATION

- 3.01 The Administrator shall be entitled to receive seven (7) weeks annual vacation after thirty-one (31) years of continuous employment commencing with the calendar year 1996.

ARTICLE 4 - HOLIDAYS

4.01 The Administrator shall receive the following twelve (12) days off with pay per annum:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	December 24th (half day)
Dominion Day	Christmas Day
Civic Holiday	Boxing Day
December 31st (half day)	

ARTICLE 5 - ASSOCIATIONS

- 5.01 The Administrator shall be enrolled as a member of the Ontario Association of Clerk's and Treasurers and the Essex County Clerk's & Treasurer's Association at the expense of the Corporation.
- 5.02 The Administrator shall be entitled to attend such meetings and conventions of the Associations as may be approved by Village Council from time to time.

ARTICLE 6 - TRAVEL POLICY

- 6.01 The Administrator shall receive compensation for approved meetings and conventions in accordance with the Corporation's Travel Policy passed pursuant to By-law Number 2059, as may be amended from time to time.

ARTICLE 7 - SICK LEAVE PLAN

- 7.01 The Administrator, when not reporting to work due to sickness or injury shall be subject to the provisions of the Corporation's Sick Leave By-law Number 646, and amendments thereto, which amendment shall provide that effective 1982 10 31, all future unused sick leave credits shall continue to be cumulative but not for the purpose of a retirement fund.
- 7.02 To ensure the provision of short term and long term disability coverage for the Administrator, the cumulative sick leave bank for the Administrator shall be increased to six hundred and thirty nine (639) days, net of vacations and statutory holidays, effective 1996 01 01. All benefits continue while on sick leave.
- 7.03 The provision of eighteen (18) sick days per annum or one and one-half days per month shall be deemed to be included in Article 7.02 above-noted.

ARTICLE 8 - BEREAVEMENT LEAVE

- 8.01 In the event that a death occurs in the Administrator's immediate family, he will be excused from work with pay for three (3) consecutive days, excluding holidays, as defined in Article 4 herein, immediately following the date of death.
- 8.02 The immediate family is defined as : spouse, children, mother, father, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law and sister-in-law.
- 8.03 In the event of extenuating circumstance, the Administrator may petition the Mayor or Deputy-Mayor, and the Mayor and Deputy-Mayor are so empowered to grant additional days of paid bereavement leave, at their discretion.
- 8.04 Leave of absence with pay shall be granted to the Administrator standing as a pall bearer, or to attend the funeral of a close friend.

ARTICLE 9 - MILEAGE

- 9.01 The Administrator shall be paid thirty-five (\$.35) cents per kilometre for the use of his personal vehicle when attending to the Corporation's business; or such other rate as may be approved by the Corporation from time to time.

ARTICLE 10 - PENSION PLANS

10.01 BASIC PLAN :

A basic plan for the Administrator shall be in accordance with the Corporation's By-law Number 581, passed 1962.02.01, and as may be amended from time to time with the Ontario Municipal Employees Retirement Systems.

10.02 SUPPLEMENTARY PLANS :

A full combined Type 1 and Type 3 Supplementary Pension Benefit and Optional Service Benefits, where available, shall be provided to the Administrator and shall be paid 100 percent by the Corporation. The Administrator and the Corporation shall be guided and abide by the O.M.E.R.S. prescribed regulations.

ARTICLE 11 - LIFE INSURANCE

11.01 The Corporation agrees to pay 100 percent of the premiums, fixed for a ten (10) year term, for a \$100,000.00 private term life insurance policy, for the Administrator, subject to the insurer's terms, conditions, rules and regulations applicable thereto.

11.02 The Corporation shall determine the insurance carrier for the term life insurance benefit.

ARTICLE 12 - OVERTIME

12.01 The Administrator shall be paid time and one half for any overtime in excess of 74 hours per annum and shall be given the choice of a cash payment or given time off in lieu of such remuneration based on time and one half at the sole discretion of the Administrator.

12.02 All overtime shall be cumulative and calculated at time and one half for the purpose of Article 12.01.

ARTICLE 13 - MEETING FEES

13.01 The Administrator shall be paid meeting fees, for all meetings attended, at the rate of \$60.00 each, or such other rate as may be approved by resolution of the Corporation from time to time.

13.02 For the purpose of this Article, meetings shall include special meetings of council, standing committee meetings of council, committees of the whole, select committee meetings of Council, meetings of local boards and commissions, with the exception of the St. Clair Beach Police Services Board, meetings with other agencies and bodies, counties and other municipalities and provincial bodies.

13.03 In any event, the meeting fee shall not be paid for any meeting that convenes during regular business hours.

ARTICLE 14 - COMPENSATION / U.I.C.

- 14.01 The Administrator shall be covered by The Workers' Compensation Act.
- 14.02 The Administrator shall receive U.I.C. Premium Rate Reduction Benefits.

ARTICLE 15 - SERVICE PAY

15.01 The Administrator shall be paid annually, on the anniversary date of his employment, service pay, in addition to all other forms of compensation, benefits and salary, service pay, in accordance with the following schedule :

- a) thirty to thirty-four (30-34) years completed service \$360.00;
- b) thirty-five to thirty-nine (35-39) years completed service \$420.00; and
- c) forty or more years completed service \$480.00.

ARTICLE 16 - OHIP AND GREEN SHIELD

16.01 The Corporation agrees to pay 100 percent of the insurance premiums for medical and hospital care under the Ontario Health Insurance Plan, for the Administrator and his family and dependents, subject to the terms, conditions, rules and regulations applicable thereto.

16.02 The Corporation agrees to pay 100 percent of the insurance premiums for the Green Shield Prescription Plan 3, recognizing a co-pay of \$1.00 per prescription; Dental Care Basic Plan 74, which recognizes a maximum coverage of Ortho of \$1,000.00, and a nine (9) month recall provision; Vision Care Plan V-7, which recognizes a maximum coverage of \$100.00 in every twenty-four (24) month period; Hospital Semi-Private Care 1; Extended Health Care Plan E-4; and Out-of-Province Care Plan QK, offered by Green Shield Canada for the Administrator and his family and dependents, subject to the terms, conditions, rules and regulations applicable thereto.

16.03 Nothing herein shall preclude improvements to the Green Shield Plan as may be mutually agreed upon, from time to time, by the Administrator and the Corporation.

16.04 In the event of the death of the Administrator, all applicable Green Shield Plans shall continue for the benefit of his family and dependents at the Corporation's expense.

ARTICLE 17 - LEGAL EXPENSES

17.01 In the event the Administrator is charged for any offence, the Corporation will pay his legal costs in the defense of such charge or charges and subject to the following terms and conditions:

- a) that the Administrator shall be acquitted in respect of the charge or charges; and,
- b) that the occurrence giving rise to the charge shall have occurred during the course of his employment with the Corporation and in his capacity as the Administrator.

ARTICLE 18 - RETIREMENT

- 18.01 The Corporation shall provide to the Administrator, upon his request, a Type 7 OMERS Supplementary Pension Plan for early retirement and all of the costs shall be born entirely by the Corporation.
- 18.02 The decision to retire, whether prior to or subsequent to his normal retirement date or his early eligible retirement date rests solely at the discretion of the Administrator.
- 18.03 The Administrator, upon retirement, shall be accorded all of the Green Shield Health Care Plans available to the retiree group approved under the Corporation's By-law Number 2056 and as may be amended.
- 18.04 In addition to the retiree group Green Shield benefits, and OMERS pensions, the Administrator shall be paid the following severance package in the event the Corporation shall cease to function as a separate municipality or in the event of any form of restructuring, amalgamations, annexations, take-overs or other similar actions, whether or not consented to by the Corporation or imposed by other levels of government, tribunals, commissions or courts:
- a) two (2) weeks pay for every year of employment for the 1st twenty-five (25) years of service; and
 - b) three (3) weeks pay for every year of employment for the remaining years of service.
- 18.05 Nothing herein shall prevent the Corporation and the Administrator from mutually exploring or agreeing to other forms of retirement allowances and benefits and to mutually exploring other forms of downsizing goals and objectives.
- 18.06 In the event the Administrator should die prior to retirement, the severance package in Article 18.04 shall be paid to his beneficiary.

ARTICLE 19 - TERM OF AGREEMENT

- 19.01 This Agreement shall be for a term ending 1999 12 31. Thereafter, this Agreement shall be deemed automatically renewed for further one (1) year periods, each upon the Corporation and the Administrator providing the required resolution and acknowledgement pursuant to Article 2.03 herein.
- 19.02 The parties hereto agree that this Agreement shall be negotiated separately from the other employees of the Corporation.
- 19.03 This Agreement shall remain in full force and effect up to and including 1999 12 31 and thereafter until replaced by a new Agreement, decision or award.

ARTICLE 20 - SUCCESSORS AND ASSIGNS


20.01 This Agreement shall enure to the benefit of and be binding upon the Corporation and the Administrator, their respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 21 - SEVERABILITY

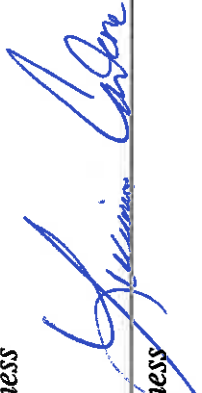
21.01 If any covenant or provision or article contained herein is determined to be in whole or in part invalid or unenforceable by reason of any rule of law or public policy, such invalidity or unenforceability shall not affect the validity or enforceability of any other covenant or provision contained herein and, in the case of partial invalidity or unenforceability of a covenant or provision or article, such partial invalidity or unenforceability shall not affect the validity or enforceability of the remainder of such covenant or provision or articles, and such invalid or unenforceable covenant or provision or articles or portion thereof, as the case may be, shall be severable from the remainder of this Agreement.

IN WITNESS WHEREOF the Corporation has hereunto executed this Agreement as duly attested to by the hands of its proper officers duly authorized in that behalf, and in witness whereof the Administrator has hereunto set his hand and seal.

SIGNED, SEALED AND DELIVERED

In the presence of:


Witness




Witness

The Corporation of the Village of St.
Clair Beach




Guy Dorion, Mayor



Andre M. Barrette, Clerk

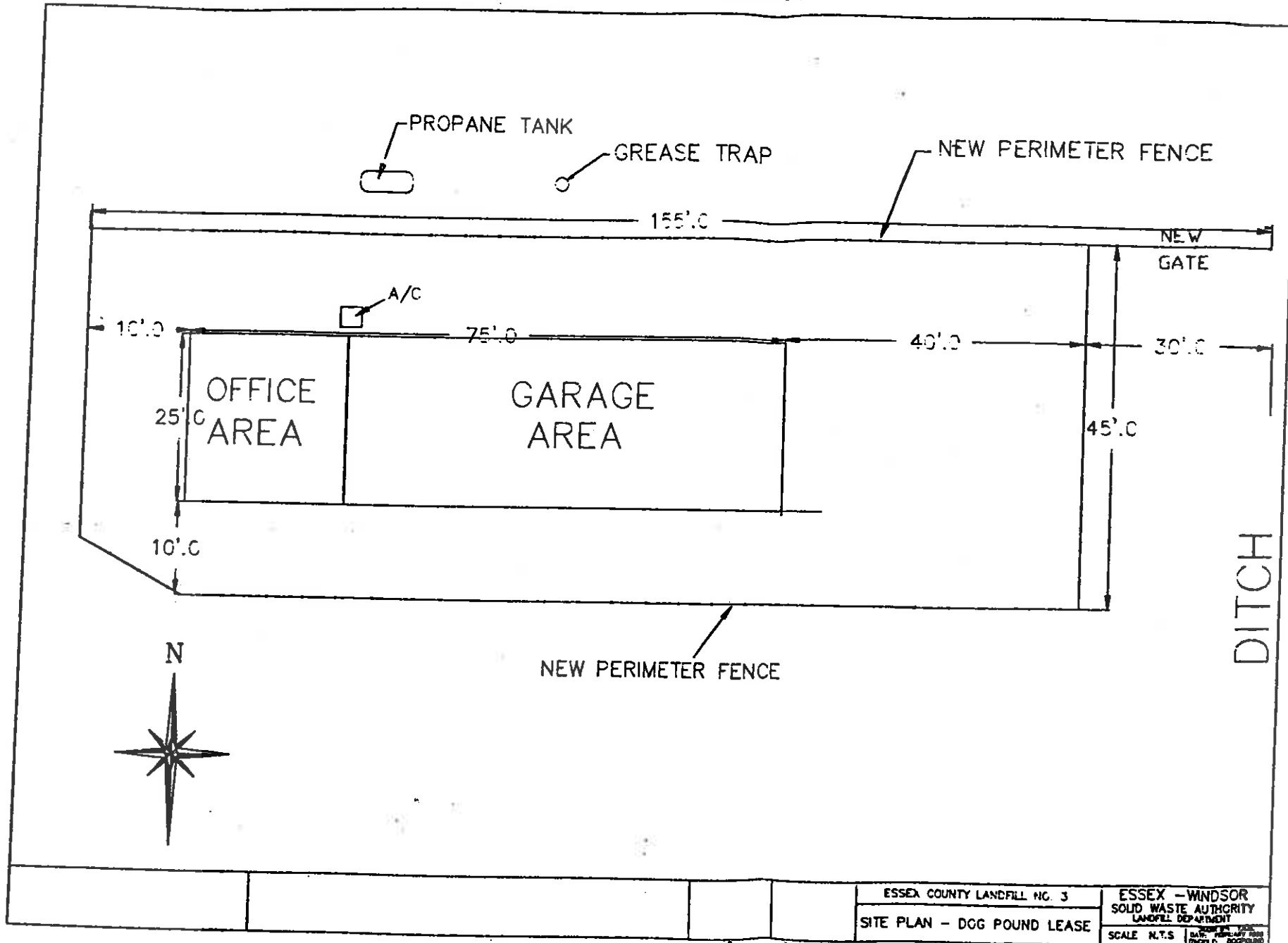


Witness

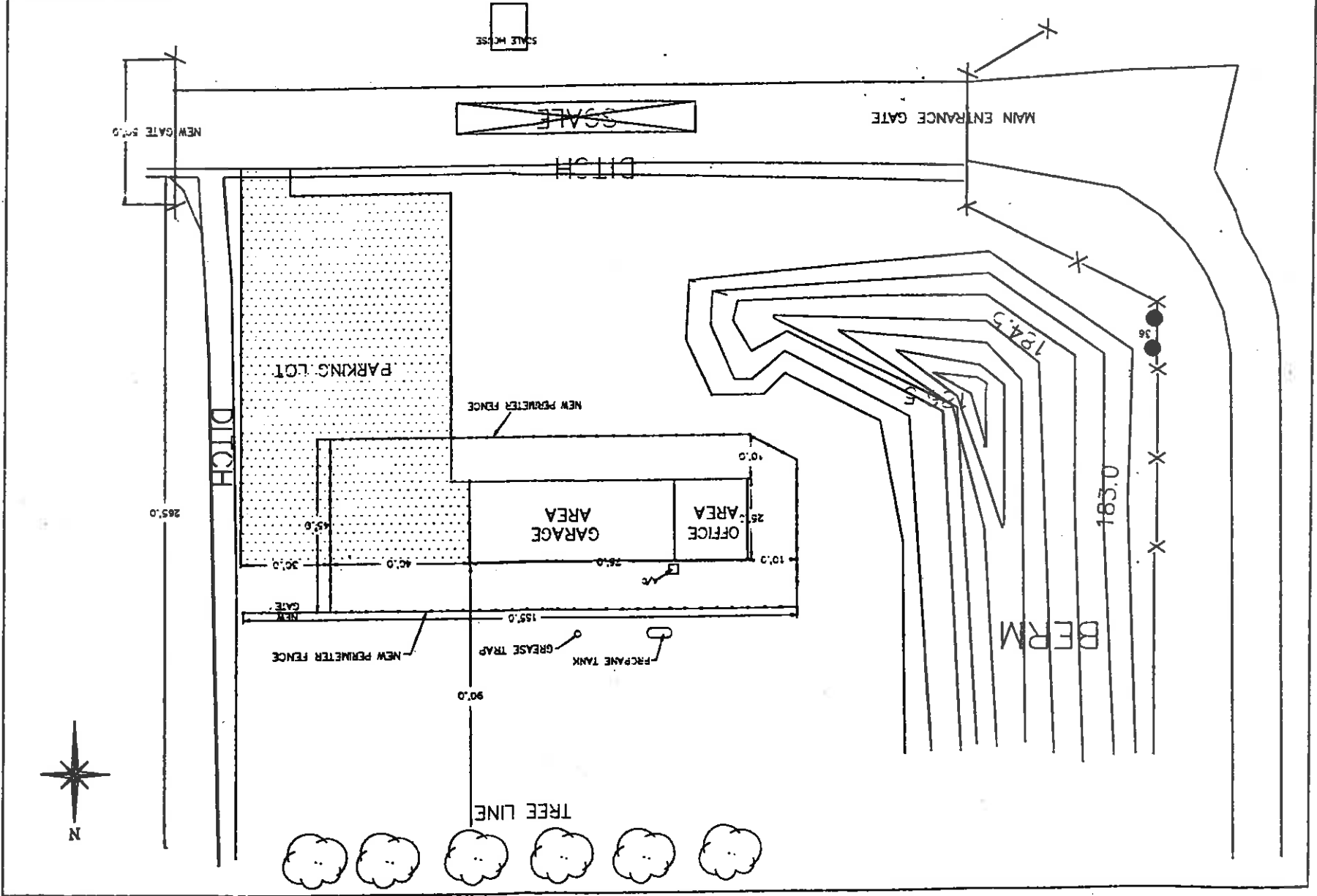
Administrator


Andre M. Barrette

SCHEDULE 2



ESSEX COUNTY LANDFILL NO. 3	ESSEX - WINDSOR
SITE PLAN - DOG POUND LEASE	SOLID WASTE AUTHORITY
	LANDFILL DEPARTMENT
SCALE N.T.S.	DATE: FEBRUARY 1988 DRAWN BY: [illegible]



SCHEDULE 1