



THE CORPORATION OF THE TOWNSHIP OF AUGUSTA

BY-LAW NUMBER 2659

BEING a By-Law to establish employment and personnel policies for non-unionized employees of the Township of Augusta

WHEREAS the Municipal Act 2001, c. 25 Part II section 8 allows for the Powers of a Natural Person

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the Township of Augusta enacts as follows that:

1. **PROBATIONARY PERIOD**

Every employee in the Corporation is required to serve a probationary period of three months prior to confirmation of employment as per Employment Standards Act.

2. **DEFINITIONS**

A full-time employee is one who is regularly scheduled to work the full-time normal hours set out in the respective Departments.

3. **FULL TIME EMPLOYEES** - are eligible for all fringe benefits as outlined in this By-Law

4. **PART TIME EMPLOYEES** - work a regularly scheduled hours per week but are not eligible for fringe benefits throughout this By-Law save and except 6. I; 6.J; 13; 14 and 16. Part time employees also qualify for any benefits as outlined in the Employment Standards Act and Regulations.

5. **STUDENTS** - do not qualify for any benefits as outlined with the following exceptions:
(i) Vacation pay in accordance with the Employment Standards Act and Regulations.

6. **FRINGE BENEFITS**

A. **SICK LEAVE**

Sick leave credits shall accumulate at the rate of 1 day for each calendar month of employment. There shall be no limit to the amount of sick leave credits an employee may accumulate.

Such credits shall begin upon completion of three (3) months of employment and shall be retroactive to the date of hiring, but the use of sick leave during such 3 month period shall not be permitted.

Note - A full calendar month of employment shall be one where an employee is employed on all working days in the calendar month and is not absent from his duties other than on account of illness, accident recognized by Workers' Compensation Board, vacation or other special leave authorized under the Personnel Policies of the Corporation.

When an employee is absent due to illness the days absent shall be deducted from the accumulative sick leave credits based on a 5 day week. If the sick leave credit of an employee is exhausted during an illness remuneration shall cease unless in exceptional cases remuneration is authorized by the Corporation.

The Corporation reserves the right to ascertain the validity of claims made under the sick leave plan. Employees may be required to substantiate any absence for illness claim by the submission of the attending Physician's Certificate of illness. The cost of such certificate will be reimbursed to the employee upon submission of a receipt from the physician's office. This is the same as the union contract employees are entitled to.

Absence from employment due to maternity shall not be covered by this sick leave plan.

Absence due to an accident while on duty which is payable under the Workers' Compensation Act shall not be deducted from accumulative sick leave credits. When an employee is in receipt of Workers' Compensation and requests the Corporation to make up the difference between the amount Workers' Compensation paid and his salary if the Corporation agrees, the employee shall be paid his full wages provided he turns over to the Corporation the amount received from the Workers' Compensation Board. The difference between the amount paid by the Workers' Compensation Board and the normal wages shall be deducted from the employee's accumulative sick leave credits.

When an employee's sick leave credits has been depleted then he or she shall only receive the Workers' Compensation cheque.

The Manager of Finance or designate will be responsible for keeping records of number of days or ½ days any employee is absent because of illness.

B. SEMI-PRIVATE PLAN

Plan for semi-private room care is available with 100% assumed by the Corporation.

C. EXTENDED HEALTH CARE (after 3 months employment)

(i) A Plan for drug assistance, private room and other health care costs not covered by OHIP is available with 100% cost of hospital and medical benefits which are not covered by the Provincial Plan and are subject to a deductible factor, (not payable by the Plan).

(ii) Life Insurance and Accident Death and Dismemberment:

A Plan for Life Insurance rate of \$1,000.00 per \$1,000.00 of salary and double indemnity if killed at work is available, 100% cost of premium assumed by the Corporation.

D. VISION CARE

Vision care is underwritten by the Corporation for eye wear to a maximum of \$400.00 per year per family member every 2nd year including eye exam.

E. DENTAL CARE

A dental plan is available with 100% of the premium assumed by the Corporation.

F. PENSION PLAN

The Corporation is a Member of the Ontario Municipal Employees Retirement System. Participation in this plan is mandatory and commences upon employment. Transfer of existing Memberships shall become effective immediately. Deductions for Canada Pension Plan are made in accordance with the Regulations under the Act. Contributions

and benefits of the two pension plans are integrated. The Corporation contributes an amount equal to the employees' contribution. Joining these plans is a condition of employment.

G. UNEMPLOYMENT INSURANCE

Deductions are made in accordance with Regulations under the Unemployment Insurance Act.

H. SICKNESS INSURANCE

A long term sickness insurance will be provided for employees with benefit of 66 2/3 of regular wages to age 65. Eligible after 120 days of sickness or accident if not covered by Workers' Compensation. The Corporate shall pay 100% of its premium.

I. MEMBERSHIP FEES

Membership to all municipally recognized associations will be funded at 100% by the Township upon the approval of Council.

J. CLOTHING ALLOWANCE

The Corporation will provide a clothing and safety footwear allowance of one hundred and fifty dollars (\$150.00) to be paid out annually upon proof of purchase.

7. WORKERS' COMPENSATION

All employees are eligible for benefits according to the Workers' Compensation Act of Ontario for injuries sustained as a result of their employment.

In the event of death, benefits are payable to the deceased employee's next-of-kin or estate.

The employee must report injuries to their immediate supervisor without delay.

8. BEREAVEMENT

- (i) An employee will be allowed up to four (4) consecutive days' leave of absence with pay in the event of the death of their parent, spouse, child, brother, sister, parent-in-law, sister/brother-in-law or grandparent for the purpose of making arrangements for attending the funeral.
- (ii) An employee will be allowed up to three (3) consecutive days' leave of absence with pay in the event of the death of their grandparent-in-law, aunt, uncle, nephew or niece for the purpose of making arrangements for attending the funeral.
- (iii) Time off with pay may be granted on an individual basis to attend funerals.

9. VACATION

The vacation period shall be earned from January 1 to December 31, and vacation entitlement shall be earned on the following basis:

Years of Service

Less than one (1) calendar year of service
In the year of completing one (1) year of service
In the year of completing three (3) years of service
In the year of completing ten (10) years of service
In the year of completing fifteen (15) years of service
In the year of completing twenty (20) years of service

Vacation in Weeks

One day per month to a maximum of ten (10) days
Two (2) weeks
Three (3) weeks
Four (4) weeks
Five (5) weeks
Six (6) weeks

(ii) VACATION / TIME IN LIEU CARRYOVER

To a maximum of three (3) Weeks

(iii) TIME OFF IN LIEU FOR ATTENDING MEETINGS

Overtime for attendance at council/committee meetings (unless excluded in employee

hiring contract) and overtime approved by council will be calculated at 1 ½ times the regular rate. The full time managers may take up to a maximum of 3 weeks vacation in lieu of pay for overtime worked, on the approval of the CAO 37 ½ hours will constitute one week.

The balance owing will be paid prior to the end of December of the year in which the overtime is accrued.

- (iv) Employees shall be granted an additional day of paid vacation if a paid holiday falls or is observed during their scheduled vacations.
- (v) The selection of vacation dates, will, where practical, be approved on the basis of seniority in each Department. When an employee terminates employment his compensation for vacation not taken will be computed on the number of days times per diem rate at time of retirement.

10. **PAID HOLIDAYS**

The following paid holidays, regardless of when they fall, will be granted to all employees with pay:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving
Victoria Day	Christmas Day
Canada Day	Boxing Day
1 Float Day	

1 Float Day may be a day mutually agreed with the CAO.

When any of the above holidays fall on a Saturday or Sunday, the preceding Friday or succeeding Monday shall designated by the Council as a holiday in lieu of the holiday falling on the Saturday or Sunday.

When any of the above holidays occur during a vacation period an extra day's vacation is allowed.

11. **JURY AND COURT DUTIES**

Any employee who is required to serve on jury duty, or subpoenaed as a witness, the Corporation will pay the employee his full wages provided he turn over to the Corporation the amount received as compensation, other traveling allowance, and further provided the employee reports for work when not required at Court.

12. **ABSENCE WITHOUT LEAVE**

Any absence from work without the approval of the CAO is considered absence without leave. In addition to forfeiture of pay, unauthorized absence may result in dismissal.

13. **WORKING HOURS**

Normal working hours shall be:

1. Administration Staff - 37 ½ hours per week.
2. Library Staff - 17 hours per week

14. **PAYMENT OF OVERTIME**

- (i) Overtime is to be kept to a minimum and is approved by CAO only at rate of 1 ½ times. In the case of the Library Staff this is to be approved by the Library Board designate.
- (ii) Office Staff will be granted remuneration vacation in lieu at the rate of 1 ½ the time spent for attendance of Council / Committee Meetings and time approved by

the CAO.

- (iii) The following overtime policy applies to Managers, Supervisors as per the Employment Standards Act.

Overtime at 1 ½ regular rate is paid for:

- a) Time worked prior to 7:00 a.m.
- b) Time worked after 6:00 p.m.
- c) Time worked on Sundays or Statutory Holidays
- d) Time worked in excess of 37.5 hours per week

15. **REPORTING ABSENCE**

The employee is personally responsible for advising the CAO or designate on each occasion necessitating an absence from duty. Failure to do so may result in forfeiture of pay, suspension or discharge from employment. In the case of the Library employee the employee is to advise the Library Board designate.

16. **RETIREMENT**

All employees must retire as per the Employment Standards Act.

By-law Number 2542 is hereby repealed

Read a first time this 14th day of May 2007

Read a second time this 14th day of May 2007

Read a third time and passed this 14th day of May 2007

REEVE

CAO CLERK EDO