



**THE CORPORATION OF THE TOWNSHIP OF AUGUSTA**

**BY-LAW NUMBER 3432-2019**

**BEING A BY-LAW TO ESTABLISH EMPLOYMENT AND PERSONNEL POLICIES  
FOR NON-UNIONIZED EMPLOYEES OF THE TOWNSHIP OF AUGUSTA**

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**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:

1. **PROBATIONARY PERIOD**

Every full-time and part-time employee in the Corporation is required to serve a probationary period of six (6) calendar months.

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. Permanent full-time employees are eligible for all fringe benefits as outlined in this By-Law.

A part-time employee works regularly scheduled hours per week as required but are not eligible for fringe benefits throughout this By-Law save and except 3. 1. Part time employees also qualify for any benefits as outlined in the Employment Standards Act and Regulations.

A student is hired for a specified period as required and is not eligible for any fringe benefits as provided in this By-Law and will receive employment entitlements (e.g. vacation pay) in accordance with the Employment Standards Act.

3. **EMPLOYEE BENEFITS**

**(Applicable to permanent full-time employees only unless otherwise specified)**

Effective July 1, 2019, the premiums for employee benefit plans included in this section will be paid 100% by the employer.

A. **SICK LEAVE CREDITS/SHORT-TERM DISABILITY**

Sick leave is intended for full-time employees who are totally disabled from performing any work for the Employer. All full-time employees earn twelve (12) sick leave credits per year. Employees who are on leave of absence without pay exceeding thirty (30) calendar days shall have their annual entitlement pro-rated accordingly. Unused sick leave credits can be accumulated from year to year but are not payable upon termination for any reason. Accumulated sick credits will be used by an employee until the employee is eligible for weekly short-term disability insurance payments. 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 to a maximum of \$25.00 upon submission of a receipt from the physician's office. 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 *Workplace Safety and Insurance Act* shall not be deducted from sick leave credits. When an employee is in receipt of *Workplace Safety and Insurance Board (WSIB) benefits* and requests the Corporation to make up the difference between the amount of WSIB benefits 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 WSIB. The difference between the amount paid by the WSIB and the normal wages shall be deducted from the employee's sick leave credits.

When an employee's sick leave credits have been depleted then he or she shall only receive WSIB benefits.

The Treasurer or designate will be responsible for keeping records of employee's absences due to illness.

Eligible full-time employees will receive short-term disability insurance in accordance with the terms and conditions as outlined in the short-term disability insurance plan.

**B. SEMI-PRIVATE PLAN**

A Plan for semi-private room care is available.

**C. EXTENDED HEALTH CARE (after 3 months employment)**

(i) 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.

**D. VISION CARE**

Vision care is underwritten by the Corporation for prescription eye wear to a maximum of \$300.00 every twenty-four (24) months which will include one eye exam, to a maximum of \$100, per insured family member every twenty-four (24) months.

**E. DENTAL CARE**

A dental plan is available for insured family members.

**F. LONG TERM DISABILITY INSURANCE**

In accordance with the terms and conditions of the Plan, long term disability insurance is available for full-time 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 WSIB benefits.

**4. PENSION PLAN**

The Corporation is a Member of the Ontario Municipal Employees Retirement System (OMERS). For eligible full-time employees' participation in this plan is mandatory and commences upon employment. Transfer of existing Memberships from previous employment with an OMERS employer 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 and the employee shall make contributions in accordance with the provisions of the plan.

**5. EMPLOYMENT INSURANCE**

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

6. **MEMBERSHIP FEES**

Full-time and part-time employee membership to all municipally recognized associations will be funded at 100% by the Township upon request of the employee and the necessity determined and recommended by the CAO and approved by Council.

Where a licence for a job is necessary, the cost of licence and testing shall be reimbursed upon successful completion.

7. **SAFETY CLOTHING ALLOWANCE**

Due to the nature and safety requirements of certain department work, the Corporation will provide personal protective equipment for the following working non-union/management staff:

- (i) The CBO
- (ii) The Public Works Manager/Drainage Superintendent
- (iii) Fire Chief
- (iv) CET

- Safety rubber boots
- CSA approved boots (with proof of purchase to a total maximum of \$250/year, with no limit on the number of pairs).
- Winter and summer safety jackets.
- One (1) pair of safety prescription glasses for employees who require corrective eyewear, if appropriate, at manager's discretion.

All personal protective equipment shall only be replaced upon the return of the worn-out item.

8. **LEAVE WITHOUT PAY IN EXCESS OF 30 DAYS**

Full time employees on leave without pay, in excess of thirty (30) continuous calendar days, shall have the right to continue coverage of benefits by making direct payments to the Employer covering the estimated length of the leave, in advance, by post-dated cheques covering the Employer and Employee portions of the premiums.

NSF cheques will mean cancellation of benefit coverage if payment is not received in cash or by certified cheque, by the end of the month for which proper payment is received by the Employer.

Failure to ensure payments are made as required may result in the cancellation of benefit coverage by the carrier without notice and any reinstatement will be subject to approval of the carrier.

9. **WORKERS' COMPENSATION**

All employees are eligible for benefits according to the *Workplace Safety and Insurance Act* Workers' Compensation Act of Ontario for injuries sustained during and in the course of their employment. The employee must report injuries to their immediate supervisor without delay.

10. **BEREAVEMENT**

- (i) A full-time employee will be allowed up to four (4) consecutive working days' leave of absence without loss of regular pay from regularly scheduled hours in conjunction with the death of their parent, spouse, child, brother, sister, parent-in-law, sister/brother-in-law or grandparent
- (ii) A full-time employee will be allowed up to three (3) consecutive working days' leave of absence without loss of regular pay from regularly scheduled hours in conjunction with the death of their grandparent-in-law, aunt, uncle, niece and nephew.

- (iii) To qualify for bereavement, leave the full-time employee must notify the Employer as soon as possible following the death of the family members identified above and such leave must be subject to approval by the CAO.

Time off with pay may be granted on an individual basis to attend funerals.

## 11. VACATION

### (i) FULL TIME EMPLOYEES

Full-time employees will be credited with their vacation entitlement as earned each pay period. Vacation will not accrue during any absence in a calendar month where the employee has not worked the full month (or on paid leave), with the exception of pregnancy and parental leave.

An employee who has completed less than three (3) years of continuous service shall receive an annualized vacation allocation of two (2) weeks (prorated weekly from their date of hire) with vacation pay earned at 4% of their gross earnings.

An employee who has completed three (3) years of continuous service shall receive an annual vacation of three (3) weeks with pay at their regular rate of pay.

An employee who has completed ten (10) years **or more** of continuous service shall receive an annual vacation of four (4) weeks with pay at their regular rate of pay.

An employee who leaves the employ of the Township for any reason shall be entitled to receive any unpaid vacation pay which has accrued to the date of their separation of employment.

All **part-time employees** will receive vacation in accordance with the Employment Standards Act on the basis of 6% vacation pay.

### (ii) **VACATION / TIME IN LIEU CARRYOVER**

To a maximum of one (1) Week, subject to the approval of the CAO/Clerk.

- (iii) Employees shall be granted an additional day of paid vacation if a paid holiday falls or is observed during their scheduled vacations.

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 the per diem rate at time of cessation of employment

## 12. 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
Family Day	Labour Day
Good Friday	Thanksgiving
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
½ Christmas Eve day	½ New Year's Eve day

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.

13. **JURY AND COURT DUTIES**

When any **full-time** 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, excluding travel, meal and accommodation allowances and further provided that the employee:

- a) Informs the Employer immediately upon being notified that the employee will be required to attend Court.
- b) Provides proof of service requiring the employee's attendance.
- c) Provides official receipts re travel, meal and accommodation allowances.
- d) Reports for work when not required at Court.

14. **PREGNANCY/PARENTAL LEAVE**

- a) Pregnancy leave will be granted to pregnant employees and Parental leave will be granted to all employees who qualify under the E.S.A. as provided by this Article. The employee shall give written notification of at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return, while on such leave seniority will accrue.
- b) It is agreed that during such leave, credit for the purposes of service shall accrue in accordance with the Employment Standards Act.
- c) An employee who is in receipt of Employment Insurance pregnancy benefits pursuant to the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five (75%) percent of her regular weekly earnings and the total sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours in the last six (6) months.

An employee who is on parental leave who has applied for and is in receipt of Employment Insurance parental benefits, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit will be equivalent to the difference between seventy-five (75%) percent of his or her regular weekly earnings and the total sum of his or her weekly Employment Insurance benefits and any other earnings. The employee's regular weekly earnings shall be determined by multiplying his or her regular hourly rate on his or her last day worked prior to the commencement of the leave times his or her normal weekly hours in the last six (6) months.

15. **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.

16. **WORKING HOURS**

Normal working hours for full-time employees shall be:

Monday to Friday 8:30am to 4:30pm – 37 ½ hours per week.

17. **PAYMENT OF OVERTIME**

Payment of overtime is not applicable to employees who perform supervisory or managerial duties.

- (i) Overtime is to be kept to a minimum and must be approved by the CAO before it is worked.

(ii) Overtime will be paid at the rate of time and one-half (1 ½) the employee's regular hourly rate for all hours worked as follows:

- Time worked on Sundays or Statutory Holidays
- Time worked in excess of 37.5 hours per week

18 **TIME OFF IN LIEU OF OVERTIME**

Time off in lieu of approved overtime may be taken on a mutually agreed upon basis between the employee and the CAO. Such time off will be the equivalent of the premium rate the employee has earned for working overtime.

The balance owing will be paid prior to the end of December of the year in which the overtime is accrued. Employees may carry forward up to 37.5 hours of bank time into the next calendar year.

19 **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.

20 **RETIREMENT**

All employees must retire as per the Employment Standards Act.

21 **WAGE RATES AND JOB CLASSIFICATION**

Job classifications and wage rates are maintained separately by the CAO. Progressions are not automatic but with the recommendation and approval of management, and subject to satisfactory performance and completion of appropriate courses.

**THAT** By-Law 3298-2017 is hereby repealed.

**THAT** all other by-laws inconsistent herewith are hereby repealed.

**THAT** this by-law shall come into full force and effect at the time of passing.

Read a first time this 15 day of July 2019

Read a second time this 15 day of July 2019

Read a third time and passed this 15 day of July 2019.

  
MAYOR

  
CLERK