

THE CORPORATION OF THE TOWN OF GREATER NAPANEE

BY-LAW No. 2020-0041

**A By-Law to Authorize the Implementation of a Conditions of Employment,
Compensation and Benefits Policy for Non-Union Employees**

WHEREAS Section 9 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides the municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;


AND WHEREAS Section 11 of the *Municipal Act, 2001* authorizes the municipality to pass by-laws respecting the financial management of the municipality;

AND WHEREAS the Council of the Corporation of the Town of Greater Napanee deems it expedient to amend the conditions of employment, compensation and benefits for non-union employees;

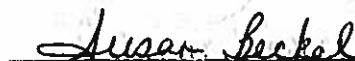
NOW THEREFORE the Council of the Corporation of the Town of Greater Napanee hereby enacts as follows:

1. The Conditions of Employment, Compensation and Benefits Policy for Non-union Employees (the "Employee Compensation Policy") shall be as described in Schedule "A" to this by-law.
2. The Chief Administrative Officer of the Corporation of the Town of Greater Napanee is hereby authorized to implement the Conditions of Employment, Compensation and Benefits contained in Schedule "A".
5. This by-law shall come into force and take effect on July 21, 2020.
6. The Town of Greater Napanee By-law No. 2016-0060 is hereby repealed.

Read a first and second time and finally passed this 21st day of July 2020.



Marg Isbester, Mayor



Susan Beckel, Clerk

Schedule "A" to Employee Compensation Policy

1. **BACKGROUND**

The purpose of this policy statement is to establish mutually agreeable working relations between the Town of Greater Napanee and its non-union employees. This policy is in addition to and subject to all other applicable provincial or federal legislation.

2. **PROBATION PERIODS**

Newly hired employees are subject to a normal probationary period of a minimum of three (3) months from the date of hire. Probation periods may be extended or reduced as a condition of employment or by Council resolution prior to the expiry of the original probation period. Employment may be terminated at any time during the probation period without notice.

3. **TRIAL PERIODS**

Deleted as of 2020.

4. **TERMS OF EMPLOYMENT**

- 4.1. **Contractors** - These are Contractors hired by the Town and paid through accounts payable. The person would not be included in the payroll records and the Town does not pay Workers Compensation, E.I., E.H.T. or C.P.P. on behalf of the person. The person would be hired to do a specific job, for a set period of time, at a set cost to the Town and the person shall carry his/her own liability insurance.
- 4.2. **Contract Employees** - These people are hired by the Town and included in the payroll records. The person would be entitled to coverage under Workers Compensation, E.I., E.H.T. and C.P.P. benefits. These persons would be hired for a set rate, for a set contract period, and at the end of the contract period the person is terminated. The person is only entitled to benefits as specifically described within their employment contract. For seasonal contract employees, hours of work can be subject to change depending on weather or other factors that may impact the need for the completion of the job scheduled. When the employee is not required for work, they will not receive any compensation for the scheduled hours of work. Should the employee have any reason to question his/her requirement to report to work, the supervisor or contact person should be contacted for clarification.

Contract employees who have worked a minimum of 1820 hours in the previous 12 months, are entitled to receive the same Statutory Holidays, Bereavement and Sick Days as a full-time employee. If working less than 1820 hours in any given year, ESA entitlement would apply.

- 4.3. **Part-time Employee** - This is a person who is hired to work up to twenty-eight (28) hours per week on a regular basis. The person is paid an hourly rate and the hours of work are normally predetermined at the time of employment but are subject to change as required by the Supervisor. After one (1) year of continuous employment the person is entitled to the "Basic Employee Benefit Plan" as defined in this policy. Lunch hours and coffee breaks are to be determined at the time of employment but will normally be in keeping with other members of the department in which the person is employed.
- 4.4. **Full-time Employee/Salary** - This is a person hired to work thirty-five (35) hours per week on a regular basis and entitled to compensation based on a fixed bi-weekly amount. Bi-weekly amounts shall be calculated by taking an annual fixed salary and dividing it by twenty-six (26). The person is entitled to the "Advanced Employee Benefit Plan" as defined in this policy.
- a. Normal office hours shall be Monday to Friday 8:30 am to 4:30 pm except where otherwise agreed in an offer of employment. Employees will be entitled to one hour unpaid lunch and two paid fifteen minute breaks.
- b. Deleted as of 2020 (Added 4.7)
- 4.5. **Full-Time Employee/Hourly** - This is a person who is hired to work forty (40) hours per week on a regular basis and receives compensation based on a fixed hourly rate for the hours worked. The person is entitled to the "Advanced Employee Benefit Plan" as defined in this policy statement.
- a. Employees will be entitled to one-half hour unpaid lunch and two paid fifteen minute coffee breaks, which will be administered by the Supervisor.
- b. Deleted as of 2020 (Added 4.7)
- c. Deleted as of 2020 (Added 4.7)
- 4.6 **Volunteer Firefighters** – Town employees who are also volunteer firefighters for the Town are permitted to respond to fire calls during their regularly scheduled work day as approved by the Supervisor. If such employees respond to a fire call while on shift for his or her regular duties, then they will receive their normal municipal rate of pay and are not entitled to receive mileage allowance from the Fire Services Department.
- 4.7 **Summer Hours**
- a. Summer hours for salaried full-time employees, between May 1st and Labour Day, shall be 8:30 a.m. to 4:30 p.m. with forty-five (45) minute unpaid lunch and no coffee breaks. Departments shall prepare a rotating staff schedule, to be approved by the CAO, in which each employee shall be entitled to one (1) day off for every nine (9) days actually worked. Days off as a result of this policy shall be taken during this summer hour period as approved by the Supervisor. Employees shall

receive no compensation for days not used within this period. No staff shall be in a position where they owe more than 18 points after taking a summer day, and no employee shall be in a position to owe the Town days worked at the end of the summer hours program. Summer hours cannot be accumulated after Labour Day but time off can be taken until October 1, 2020.

- b. Summer hours for hourly full-time, 40 hours/week Public Works Department employees, between May 1st and Labour Day, shall be 6:30 a.m. to 4:00 p.m. with 1/2 hour unpaid lunch from Monday to Thursday and Friday from 6:30 a.m. to 10:30 a.m., with the exception of the Roads Technical Position, which falls under Section 4.7 a).
- c. Summer hours for hourly full-time Facilities Staff shall be accumulated between May 1st and Labour Day. For each 9 full shifts worked between May 1st and Labour Day, by the addition of 30 minutes to the beginning of each required work shift and no afternoon break, for an additional 45 minutes added to each workday, the employee shall be entitled to 1 regular shift off only after accumulating enough points to do so. Days off, as a result of this policy, shall be taken as approved by the Supervisor. Employees shall receive no compensation for days not used within this period.

5. **OVERTIME**

Overtime for all employees must be approved in advance by their supervisor and must be taken in lieu or paid out during the calendar year unless, due to special circumstances, approval has been received from the employee's supervisor to carry some time over into the next calendar year. The CAO has the authority to approve additional compensation beyond the normal policy for overtime accrued from special projects assigned by the CAO.

5.1 **Salaried or Hourly Paid Employees:**

Excluding Directors, Managers and Public Works employees, overtime is considered any time worked outside the normal scheduled work day or work week. Overtime shall be banked at a rate of one and one-half times (1.5x) the regular rate of pay for each hour worked. Time of less than one-half of an hour will not be counted. Employees shall be given the opportunity to receive time off in lieu of paid overtime. Time in lieu shall be accumulated at a rate of one hour overtime equals one hour and one half off. No person shall normally accumulate more than five days off in lieu of overtime; however, this may vary upon approval of the Supervisor due to special circumstances.

An employee called back to work after the regular work day or shift has ended will be entitled to a minimum of three (3) hours at overtime rates. An employee shall not be entitled to more than one call-out unless such a second call out occurs more than two (2) hours after the time of the first call out. All attempts will be made by Supervisors to divide overtime equitably among staff which are qualified to complete the duties required.

5.2. **General Managers, Directors and Managers:**

General Managers and Directors shall receive 70 hours pay after November 1st of each year in lieu of overtime. They shall also be entitled to 1 extra week of holidays which shall be included on the vacation schedule each year. All other Management staff will be compensated for overtime at straight time to a maximum of 70 hours pay and 35 hours of time off during a calendar year.

5.3. **Public Works Department:**

The first forty (40) hours of overtime shall be accumulated and recorded at a rate of one hour worked equals one-and one-half hour banked and taken as time off in lieu. Overtime worked after 40 hours shall be accumulated and recorded at a rate of one hour worked equals one-and one-half hour of time paid or taken off in lieu. Maximum of total overtime in the bank shall be 80 hours. All overtime shall be taken off in lieu prior to December 31st in the year it was banked unless special approval is obtained from Human Resources to carry it forward to the next year.

6. **PAY DAYS**

All pays shall be made available on every second Thursday. Hourly employees shall be paid one week in arrears. Direct deposit of pay cheques is mandatory.

7. **EDUCATIONAL ALLOWANCES**

The Town shall reimburse the employee for the cost of all courses of study, as approved by the Supervisor, after satisfactory completion is achieved. At the sole discretion of the Supervisor, funds may be made available up-front for employees to attend such courses of study. If satisfactory completion is not achieved, as determined by the Supervisor, the employee shall reimburse the Town for the amount paid for the course of study. This reimbursement may be made through payroll deduction upon execution of a promissory note.

8. **PROFESSIONAL AFFILIATIONS**

All membership dues to professional affiliations, which are required by the employee as part of a job description or employment contract, shall be paid for by the Town on behalf of the employee.

9. **DRESS CODE**

The CAO shall be authorized to regulate a weekly casual dress day program.

10. **MILEAGE ALLOWANCES**

The Town has a Vehicle Use Policy to govern staff usage. If a personal vehicle is preapproved, then mileage will be the CRA rate for any given year.

11. **TRAVEL ALLOWANCES**

When away from home on Town business, the Town shall pay any employee:

- a. A meal allowance to a maximum rate of \$85.00/day, broken down by meals for every partial day away: Breakfast- \$20.00; Lunch - \$20.00; and Dinner- \$45.00. Itemized receipts are required for reimbursement of all meal expenses. Alcohol for Employees is not covered.
- b. All room charges and registration, upon presentation of receipts; and
- c. All parking expenses, upon presentation of receipts.

Under no circumstances will the Town cover any tickets or costs incurred by an employee that were incurred because of an offence under any local, Provincial, or Federal by-law or statute. Without limiting the generality of this section, examples would include parking tickets, towing charges, speeding tickets and vehicle impound charges.

12. **CAR ALLOWANCES**

Car allowances or alternate vehicle use arrangements for specific jobs will be negotiated as part of employment contracts as required. Agreements under this section will override other mileage allowance entitlements.

13. **GRID ADJUSTMENTS**

Every new Full-time Employee, in the Offer of Employment, shall be placed on one of the five steps within the salary range pre-determined for that position within our Employment Equity Program. Initial placement shall be determined based on qualifications and experience. Each Offer of Employment will pre-determine conditions for the employee to move between steps within the salary range. All steps and salary range positions within the Employment Equity Program are adjusted annually in accordance with Section 23.2 of this By-law.

Existing full-time employees who are not currently at their maximum step within their salary range, have an agreement with the municipality outlining the conditions for the employee to move between steps within their salary range.

14. **SAFETY EQUIPMENT, SPECIAL CLOTHING**

The Town will provide all safety equipment and special clothing as required and approved by the Supervisor. Rain gear, safety hats, safety glasses, hearing protection, and other special clothing shall be provided when it can be justified that it is in keeping with the Health and Safety Policies of the Town and regulated by legislation which governs health and safety issues.

Where the Council deems a specific uniform is required for a job, the Town will provide that uniform at its expense unless otherwise noted in the employee's terms of employment.

If required for the performance of their duties, the cost of safety boots will be reimbursed to an employee by the Town up to a maximum of \$250.00 per year when properly receipted. For contract or part-time staff, the yearly maximum will be prorated accordingly.

15. **VACATION**
All employees are entitled to vacation pay as outlined in their Offer of Employment unless they otherwise qualify for a greater vacation allowance under the "Advanced Employee Benefit Plan".
- Employees promoted to full-time will be granted service credit towards their initial vacation entitlement based on the number of hours worked during part-time or contract employment, provided there was no break in service between the end of their part-time or contract employment and the start of full-time employment. This service only counts towards OMERS uncredited service and the initial calculation of starting vacation time. This period will not count toward severance, retirement or any other service calculation.
16. **HOLIDAYS**
All employees are entitled to the minimum statutory holidays as per the Employment Standards Act unless they qualify for a greater holiday allowance under the "Advanced Employee Benefit Plan".
17. **GENERAL LEAVE**
The Town may grant paid or unpaid leaves of absence after an employee submits in writing the reasons for the requested leave to the HR Department. The acceptance or rejection of the leave shall be at the sole discretion of Council.
18. **JURY DUTY**
All employees shall be granted paid time off to serve on a jury after providing the Supervisor with a satisfactory certificate. All remuneration paid per pay cycle will be based on the average hours worked over the previous three pay cycles not including any overtime amounts. Any remuneration received by the employee from the courts shall be reimbursed to the Town.
19. **EI REBATE**
The employee's share of the Employment Insurance Reduction Rebate shall be paid out once per year as a cash rebate to any employees who qualify under the criteria of the program.
20. **BASIC EMPLOYEE BENEFIT PLAN**
The following benefits apply to those employees that qualify for the Basic Employee Benefit Plan under the Terms of Employment section of this policy statement. Employees who work more than 700 hours in two preceding calendar years are entitled to pension benefits as per 21.9 of the Advanced Employee Benefit Plan.
- 20.1 **Holidays:**
Employees who qualify for the Basic Employee Benefit Plan are entitled to the following days as a paid holiday: New Year's Day, Family Day (February), Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

20.2 **Annual Vacation:**

In addition to the minimum vacation under the Employment Standards Act, employees are entitled to 6% vacation pay after 10,400 hours of service (equivalent to 5 years of service).

Vacation periods shall consist of the regular periods that the employee would have worked if on duty. Holidays falling during the period of vacation shall not be

considered vacation time. Vacations must be applied for in advance and approved by the Supervisor and the CAO.

All annual vacation shall be used during the calendar year, unless approval has been received from the CAO to carry some time over into the next calendar year due to special circumstances.

20.3 **Family Leave:**

Employees are entitled to the following paid absences:

- a. two days for the birth of that employee's child;
- b. one day for that employee's marriage; and
- c. one day per year for moving of that employee's household.

Family leave is not cumulative and cannot be used for other purposes.

20.4 **Bereavement Leave:**

For the purpose of this section, "immediate family" is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse residing with the employee), child (including child of common-law spouse), stepchild or ward of the employee, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and relative permanently residing in the employee's household or with whom the employee permanently resides. "Extended family" is defined as aunt or uncle of the employee or employee's spouse.

- a. When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (4) calendar days which does not extend beyond 14 days following the date of death. During such period, the employees shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) paid days for the purpose of travel related to the death.
- b. In special circumstances and at the request of the employee, the four (4) day bereavement period may be moved, with approval of the CAO beyond the day following the day of the funeral but must include the day of the funeral.
- b. When a member of the employee's extended family dies, an employee shall be entitled to a bereavement period of one (1) calendar day. During such period the employee shall be paid for that day which is not a regularly scheduled day of rest for the employee.

- d. It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the CAO may, after considering the particular circumstances involved, grant leave with or without pay for a period greater than that provided for in this section.
- e. Upon request and with approval from the Supervisor, time off may be granted to attend a funeral.

21. ADVANCED EMPLOYEE BENEFIT PLAN

The following benefits apply to those employees that qualify for the Advanced Employee Benefit Plan under the Terms of Employment section of this policy statement. Where appropriate, the employer shall only be liable to cover the cost of all insurance premiums necessary to provide coverage of the benefits listed. Any disputes regarding entitlement to insured benefits are solely between the employee and the insurer.

21.1 Holidays:

Employees who qualify for the Advanced Employee Benefit Plan are entitled to the following days as a paid holiday: New Year's Day, Family Day (February), Good Friday, Easter Sunday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, one half day on the last working day before Christmas Day, Christmas Day, Boxing Day and one half day on the last working day before New Year's Day.

All staff required to work on a holiday shall be entitled to one floater day and Non-Management Staff shall be paid time and one-half for working on a holiday and Management Staff shall receive straight time.

If Remembrance Day falls on a weekend or on a municipal election day, the municipal offices shall remain open the following Monday for regularly scheduled hours and employees shall be given one (1) additional vacation day that year. When any other holiday falls on a Saturday or Sunday and the employee is not scheduled to work, the following Monday shall be taken as the holiday. Employees scheduled to work shall receive pay at a rate of time and one half for hours worked and shall determine with the Supervisor an alternate day off for the holiday within the same pay period.

21.2 Annual Vacation:

Employees are entitled to receive annual paid vacation as follows:

- | | | | |
|----|---------------------------------|---|---------|
| a. | 1 year but less than 3 years | = | 2 weeks |
| b. | 3 years but less than 8 years | = | 3 weeks |
| c. | 8 years but less than 15 years | = | 4 weeks |
| d. | 15 years but less than 25 years | = | 5 weeks |
| e. | 25 years or more | = | 6 weeks |

In addition, in the 25th, 30th, 35th and 40th year only, an employee will receive one (1) additional week of vacation. Vacation periods shall consist of the regular periods the employee would have worked if on duty. Holidays falling during the period of vacation shall not be considered vacation time. Vacations must be applied for in advance and will be approved by the Supervisor and the CAO.

All annual vacation shall be used during the calendar year, unless approval has been received from the employee's supervisor to carry some time over into the next calendar year due to special circumstances.

21.3 Family & Pregnancy/Parental Leave:

Employees are entitled to the following paid absences:

- a. two (2) days for the birth of that employee's child;
- b. one (1) day for that employee's marriage;
- c. one (1) day per year for moving of that employee's household; and
- d. three (3) days personal time off with the Supervisor's consent.
- e. Family leave is not cumulative and cannot be used for other purposes except as sick leave as outlined in the Sick Leave and Personal Time Off section below.
- f. The Employer will provide supplementary unemployment benefits (top-up) for Employees with more than one (1) year of service for periods of time they are in receipt of Employment Insurance Benefits (EI) (not during waiting period) during the Pregnancy or Parental Leave. The top up of the EI Benefits will be an additional 20% of the Employee's regular weekly earnings (total of EI Benefits) and top-up will not exceed seventy-five (75%) of regular weekly earnings. For Pregnancy Leave, the top-up is for the period the Employee was in receipt of EI Benefits to a maximum of fifteen (15) weeks. For Parental Leave, the top-up is for a maximum of ten (10) weeks while in receipt of EI Benefits.

21.4 Bereavement Leave:

Same as in "Basic Employee Benefit Plan"

21.5 Sick Leave and Personal Time Off:

Employees are entitled to the hourly equivalent of three personal days off per year.

Employees who are absent from work and unable to complete their duties due to an illness they have are entitled to full payment of wages up to seven consecutive workdays. After being absent for three consecutive workdays, due to illness, a doctor's note shall be required by the Town.

Between eight days and fifteen weeks, the employee must apply for short term disability benefits from the benefit insurance carrier. The Town will provide a top up to the employee's full salary that is not provided by the insurance carrier. At the discretion of the CAO, the 2/3 portion of the employee's salary to be paid by the insurance carrier under short-term disability benefits may be advanced from the Town upon request of the employee and consideration of the circumstances. If the 2/3 portion is so advanced to the employee, all cheques for short-term disability benefits from the insurance carrier shall be signed back to the Town.

After fifteen weeks the employee must apply for long term disability benefits from the benefit insurance carrier. A cheque for these benefits will be sent directly to the employee from the insurance carrier.

Employees are only eligible for coverage for short-term and long-term disability benefits after three months of continuous employment.

If an employee has taken more than six sick days in any given year, they are required to have a mandatory meeting with their Manager to discuss mitigation strategies.

If an employee takes an additional five sick days in the same year, they are required to have a mandatory meeting with Finance/Payroll Clerk to discuss mitigation strategies.

If an employee after the meeting with Finance/Payroll Clerk has an additional three sick days in the same year, a mandatory meeting with the Human Resources is required and such meeting may include a health professional at the discretion of the CAO.

21.6 Retirement Package:

Upon retirement, a full-time employee shall receive for:

- (i) 1 year but less than 10 years of service = 2 days of pay per year of service
- (ii) 10 years of service or more = 3 days of pay per year of service

All retirement packages are capped at a maximum of \$10,000.

21.7 Life Insurance:

After three (3) months of continuous employment, employees will be covered by a Basic Life Insurance Plan, including Accidental Death and Dismemberment coverage as per the Town of Greater Napanee Group Benefits Plan. The minimum life benefit in 2020 is \$100,000 and in 2021 and thereafter will be \$150,000.

21.8 Extended Health, Medical & Hospital Insurance:

- a. The Town will cover the full cost for premiums for all employees after three (3) months of continuous employment for Extended Health Care and Dental Care as per the Town of Greater Napanee Group Benefits Plan. Each employee will be provided a Drug Card. The Town Benefit Provider has a generic first requirement unless specifically stated by physician and does require pre-approval for specialty drugs.
- b. The Town will pay premiums necessary to provide a formalized third party Employee Assistance Plan.
- c. A \$250.00 flexible benefit will be provided after administrative details can be determined.
- d. Employees shall continue to be covered for Extended Health Care and Dental Care as per the Town of Greater Napanee Group Benefits Plan from the point of taking OMERS (i.e. retiring) to the age of 65 with the employee paying 50% of this cost and the Town paying the other 50%.
- e. Out of Country extended health coverage maximum shall increase from \$1,000,000 per lifetime to \$3,000,000 per lifetime.
- f. Vision - \$450 per 24 months for ages 18 and over, \$450 for 12 months for under age 18. Includes laser eye surgery.

- g. Dental orthodontics is 50% coverage during lifetime to a maximum of \$3000.
- h. In 2021, AD&D increases to \$150,000 flat.
- i. LTD – 66.67% of monthly earnings to a maximum of \$5,000.

21.9 Ontario Municipal Employees Retirement Savings:

All continuous full-time employees shall be required, as a condition of employment, to become a member of the Ontario Municipal Employees Retirement Savings System. The cost of the savings plan shall be borne equally between the employee and the employer.

22. STATE OF EMERGENCY

Upon declaration of a State of Emergency by the Mayor or other public official, if staff are called to work after hours; it is mandatory that they attend. In this situation, employees will be entitled to accumulate and record overtime at a rate of one and one half. If an emergency situation occurs but is not formally declared as a State of Emergency, staff may be required to attend, and normal overtime policy will apply for any time worked outside their regularly scheduled workday.

23. COMPENSATION

23.1 Every two years the CAO shall complete an external market comparison and adjust salary grids accordingly to match average market conditions of ten (10) comparator municipalities in keeping with the methodology used for the 2007 market study.

23.2 AMOUNT OF ANNUAL INCREASE (to grid steps)

YEAR	AMOUNT OF ANNUAL INCREASE (to grid max)
2020 - 2023	<u>Salary Grid</u> 2.25%

24. CELL PHONE POLICY

As of January 1, 2021, fees relating to the Town Cell Phone Policy shall be deducted at source.