

**THE CORPORATION OF THE  
TOWNSHIP OF EAST ZORRA-TAVISTOCK**

**COUNTY OF OXFORD**

**BY-LAW #2009 – 5**

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**BEING A BY-LAW TO ESTABLISH EMPLOYMENT  
TERMS AND CONDITIONS FOR EMPLOYEES**

**WHEREAS** Council has the authority to establish the wages, benefits and working conditions and policies for the various employees and officers of the Township;

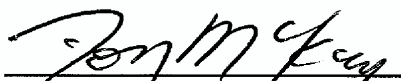
**AND WHEREAS** Council has undertaken and approved a Pay Equity Plan for employees of the Township;

**AND WHEREAS** it is deemed necessary and appropriate to establish and adopt employment policies and establish wages for 2009 and 2010;

**NOW THEREFORE** the Council of the Township of East Zorra-Tavistock hereby enacts as follows:

1. That the Full-time Personnel Policy and Benefits as set out in Schedule "A" attached hereto and forming part of this by-law is hereby approved and adopted.
2. That personnel policy and benefits for Council Members, Part-Time Employees and Volunteer Firefighters shall be as set out in the Employment Standards Act, unless otherwise specified.
3. That the 2009 and 2010 Wage Grids as set out in Schedule "B" attached hereto and forming part of this by-law are hereby approved and adopted.
4. That the provisions of this by-law shall be reviewed annually.
5. That this by-law may be cited as the Township of East Zorra-Tavistock Employment By-law, and hereby repeals and supersedes any and all other by-laws concerning salaries, benefits and working conditions for the employee classes cited.
6. That the provisions of this by-law are deemed to have taken full force and effect on the 1<sup>st</sup> day of January 2009.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 7<sup>th</sup> DAY OF  
JANUARY, 2009.**

  
DON MCKAY, MAYOR

  
JEFF CARSWELL, CLERK

seal

**1. SENIORITY**

- a. Newly hired employees shall be considered on a probationary basis for a period of ninety (90) calendar days from the date of hiring. During the probationary period, employees shall be entitled to no benefits. The employment of such employees may be terminated at any time during the probationary period without recourse. After completion of the probationary period, seniority shall be effective from the original date of continuous employment.

**2. HOLIDAYS**

- a. An employee who has completed his probationary period shall receive the following holidays with pay:
  - i. New Year's Day
  - ii. Family Day
  - iii. Good Friday
  - iv. Easter Monday
  - v. Victoria Day
  - vi. Canada Day
  - vii. Civic Holiday
  - viii. Labour Day
  - ix. Thanksgiving Day
  - x. Remembrance Day
  - xi. Christmas Day
  - xii. Boxing Day
- b. Holiday pay will be computed on the basis of the number of hours the employee would otherwise have worked had there been no holiday at his regular straight time rate of pay.
- c. In order to qualify for the holiday pay the employee must work his full scheduled shift immediately preceding and immediately following the holiday concerned, unless absence is due to sickness, vacation or approved leave of absence.
- d. Any employee required to work on a holiday will be paid at the rate of time and one-half his regular straight time rate of pay for all authorized work performed on such a day in addition to whatever holiday pay to which he may be entitled.
- e. If any of the above holidays fall on a Saturday or Sunday, the employer shall establish the Monday and/or Tuesday subsequent to the holiday as the day to be observed as the holiday.

- f. Employees shall be allowed to take the afternoon of December 24th and December 31st off provided they have sufficient "time-in-lieu" or Holiday credits.

### **3. VACATIONS, OVERTIME/TIME OFF/FLEX TIME**

#### a. Vacation Time

- i. An employee shall receive an annual vacation with pay in accordance with the following:
  1. Less than one year - 1 working day for each month (maximum 10 days)
  2. One year or more - 10 working days
  3. In the calendar year of the 4th anniversary and each year thereafter - 15 working days
  4. In the calendar year of the 8th anniversary and each year thereafter - 20 working days
  5. In the calendar year of the 15th anniversary and each year thereafter - 25 working days
  6. In the calendar year of the 23rd anniversary and each year thereafter - 30 working days
- ii. Vacation time may be taken any time during the calendar year subject to approval from the employees supervisor.
- iii. Employees shall be allowed to carry forward a maximum of one (1) week of their yearly vacation entitlement to the next year.
- iv. If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a later date.
- v. An employee terminating employment or retiring at any time in the calendar year prior to using his/her vacation shall be entitled to a proportionate payment of wages in lieu of such vacation, prior to termination or retirement.
- vi. Where an employee becomes qualified for sick leave, bereavement, or any other approved leave during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, to the mutual agreement of both the employer

and employee.

- vii. Subject to approval from the employee's direct supervisor and the CAO, an employee may obtain limited additional unpaid vacation time.

b. Overtime / Time Off / Flex Time

- i. When a salaried employee is required to work outside of the normal hours of work for their position, they will be compensated for the overtime hours by means of equivalent time-off.
- ii. Work outside of the normal hours of work includes:
  - 1. Meetings the employee is required to attend to fulfill the requirements of their position
  - 2. Call-outs to attend to emergency or potential emergency situations
  - 3. Work resulting from unknown or unforeseen situations or circumstances that requires the employees presence
  - 4. Work authorized by their supervisor, the CAO or Council
- iii. Work outside of the normal hours of work shall not include:
  - 1. Telephone calls taken after normal hours of work unless resulting in a call-out
  - 2. Routine and normal duties customarily performed during normal working hours
  - 3. Routine work performed over a lunch period or that exceeds the normal hours for the day
  - 4. Regular duties being performed outside of normal hours due to meetings the employee is required to attend during normal working hours
- iv. Employees shall be allowed to work limited flexible hours within any given day, so long as total required number of hours are worked each day. Flex-time is meant for occasional deviations from the normal work day and is not meant to establish different working hours for an employee and as such is subject to monitoring by the employees direct supervisor and CAO.

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- v. Hours of work shall be arranged so as not to create the necessity to work over-time hours on a regular basis or leave a department short-staffed.
  - vi. Time sheets must show overtime hours worked, an indication of the nature of the over-time worked and any hours taken as time-off in lieu of overtime and is subject to review and approval by the employees direct supervisor and CAO.
  - vii. Flex time hours shall also be indicated on the time sheets.
  - viii. Time off hours shall be subject to the following restrictions:
    - 1. A credit for overtime hours must exist prior to the employee being eligible for lieu time hours.
    - 2. An employee shall be permitted to take a maximum of two (2) consecutive days off as lieu time at any one time.
    - 3. Lieu time and/or flex-time hours shall be arranged so as not to leave any department short of personnel.
    - 4. Lieu time and/or flex-time hours shall be used for doctor, dentist appointments, etc.
    - 5. No employee shall be permitted to carry overtime credits from one calendar year to the next, except for hours accumulated during the month of December. Credits shall have no cash surrender value.
    - 6. Any lieu time taken which does not comply with the above policy will be at the employee's expense, as time taken will be deducted from pay unless Council approves special provisions prior to time off.
  - ix. Public Works Management staff, if required to work overtime during the months of November, December, January, February and March of each year due to weather conditions shall have the option of being paid for those overtime hours at a straight time rate of pay, or of taking the equivalent hours off as lieu time.
  - x. All vacation and time-off shall be booked as far in advance as possible and shall be organized such that a department is not left short of staff. Priority for booking vacation and time off shall be based on the date booked by the employee.
  - xi. Emergency Situations

1. Should the Township assemble the Emergency Operations Centre (EOC) or undertake activities that are similar in nature to those that would be undertaken during a declared emergency, staff required to work during the emergency shall be paid for overtime hours at a straight rate of pay.
2. Declaration of an Emergency is not required to determine whether overtime is paid.
3. Payment shall include time spent during the emergency and during a recovery phase, should the emergency situation be significant and extended.

#### **4. LEAVE OF ABSENCE WITHOUT PAY**

- a. The Employer may, in its discretion, grant leave of absence without pay and without loss of seniority to an employee for personal reasons. All requests for such leaves of absence shall be made in writing at least two (2) weeks in advance with duration of leave to be established by Council.

#### **5. LEAVE OF ABSENCE WITHOUT PAY**

- a. Bereavement Leave
  - i. An employee will be granted leave of absence without loss of pay in order to make the necessary arrangements for and to attend the funeral of members of his immediate current family for up to the maximum number of days set forth in the following schedule.
    1. 5 days in the event of death of spouse, child, father or mother of the employee.
    2. 4 days in the event of death of a sister or brother of the employee
    3. 3 days in the event of death of grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, or grandchild, brother-in-law, sister-in-law of the employee;
    4. 1 day in the event of death of uncle, aunt, uncle-in-law, aunt-in-law, first cousin, niece, nephew of the employee;
    5. 1 day to serve as a pallbearer

- ii. Payment will be made for only that portion of the allotted time which falls within the employee's regular scheduled work week.

b. Jury Duty

- i. If an employee is required to serve as a juror or subpoenaed witness in any court of law, he shall not lose any pay because of such attendance provided that the amount paid to him for such service or attendance is promptly repaid by him to the Employer. The employee shall present proof of service or attendance and shall notify the Employer immediately upon his notification that he will be required to attend court as a juror or a subpoenaed witness.

**6. WELFARE BENEFITS**

a. Pension Plan

- i. In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employee's Retirement System. The Employer and the employees shall make contributions in accordance with the provisions of the plan.

b. Hospital and Medical Insurance

- i. The Employer will pay one hundred percent (100%) of the premiums to provide the following health insurance coverage:
  - 1. Ontario Health Insurance Plan monthly premiums or equivalent payroll tax;
  - 2. Extended Health Plan including drug coverage and eye glass coverage  
Eye glasses  
\$300.00 every two years effective January 1, 2009  
\$350.00 every two years effective January 1, 2010
  - 3. Dental Plan with O.D.A. Fee Schedule to be maintained two (2) years behind current calendar year. Preventative & Basic Services (Including Periodontic & Endodontics) as per current provider Sun Life.

## 7. SHORT-TERM DISABILITY INCOME PROTECTION PLAN

- a. Full-time employees who have completed the probationary period and are unable to perform their duties due to non-occupational illness or injury shall be entitled to income protection in accordance with the following occurrence:

Length of Service	Full Salary	75% Salary
3 Mo. – 1 Yr	1 Week	16 Weeks
1 Yr – 2 Yr	3 Weeks	14 Weeks
2 Yr – 3 Yr	5 Weeks	12 Weeks
3 Yr – 4 Yr	7 Weeks	10 Weeks
4 Yr – 5 Yr	9 Weeks	8 Weeks
5 Yr – 6 Yr	11 Weeks	6 Weeks
6 Yr – 7 Yr	13 Weeks	4 Weeks
7 Yr – 8 Yr	15 Weeks	2 Weeks
8 Yr +	17 Weeks	N/A

- b. The Township shall provide unlimited Short Term Income Protection ("ie." 17 week maximum deleted) effective upon approval by E.I. of rate reduction and shall further provide the employees with a cash rebate for their share of any premium reduction.
- c. Employees who are absent on account of non-occupational illnesses or injuries must report to their Department Head during the first day of absence and where the absence is in excess of three (3) consecutive working days, the employee shall not be entitled to income protection unless a certificate is produced from a qualified medical practitioner to the immediate supervisor.
- d. Each employee will be allowed five (5) "sick days" in each calendar year which shall be applied immediately when absent due to non-occupational illness or injury except when the employee is absent for four (4) or more consecutive working days in which case only three (3) "sick days" will be applied to this occurrence, with the balance of consecutive working days off to be paid in accordance with paragraph 7.01. If requested by the employee, any of his "sick days" remaining to his credit may be used to top up the Short Term Income Protection Plan. There will be no cash surrender value for these "sick days" and they shall not be accumulative for future years.
- e. When an employee has been granted maternity leave or any other leave of absence without pay, the Short Term Protection Plan shall not apply during the period of leave of absence except as provided

under the Ontario Employment Standards Act.

- f. When an employee is covered under The Short Term Income Protection Plan, all benefits shall be continuous and deducted in the usual manner so that the employee will retain all benefits. These benefits shall include regular vacations, but not statutory holidays. If a statutory holiday falls within the period of sick leave, the employee shall be paid at the percentage rate to which he or she is entitled.
- g. The Short Term Income Protection Plan cannot be substituted while an employee is on an approved vacation or during a paid holiday.
- h. Each employee will be allowed eight (8) hours per year to attend to medical appointments for themselves. The maximum duration of a single appointment leave period is two (2) hours. There will be no cash surrender value for unused time and unused time shall not be accumulated for future years.

#### **8. WORKPLACE SAFETY INSURANCE**

- a. An employee absent due to an occupational illness or injury and who is in receipt of Workplace Safety Insurance Board compensation may request the Township to make up the difference between the amount of compensation paid and his/her salary, and the Township hereby agrees to pay such difference upon request of the employee from any "sick days" remaining to his credit.

#### **9. LONG TERM DISABILITY**

- a. The Employer agrees to pay 100% of the billed premiums of Disability Insurance offered by the Township's insurance company. The basic benefits are explained in the following paragraphs.
- b. The plan provides for all full-time employees who have completed their probationary period to be eligible to apply for a long-term disability benefit of 75% of their monthly earnings rounded to the nearest dollar on the date of the disability to a maximum of \$6,000.00 per month. The benefit will commence after a waiting period of seventeen (17) weeks after the date the employee becomes continually disabled.
- c. The employee who is receiving payment under the Long Term Disability Plan shall be entitled to accumulate seniority while on L.T.D.
- d. Hourly employees shall be paid vacation pay on regular earnings and Short Term Disability earning but shall not be paid vacation pay

on Long Term Disability Earnings.

- e. Salaried employees shall not accumulate vacation time while on Long Term Disability.
- f. The Township hereby agrees to pay all employees benefits on behalf of any employee on Long Term Disability for a period of eighteen (18) months from the date of the disability, at which time his/her status of employment with the Township will be reviewed by the respective Department Head and Council.

#### **10. GROUP LIFE INSURANCE AND A.D. & D.**

- a. The Plan provides that all full-time employees are required to participate in the Group Life Insurance and A.D. & D. Plan as underwritten by the Sun Life Insurance Company or equivalent in accordance with the terms and conditions set forth in the Master policy which will provide life insurance on the employee to the extent of two times his annual salary calculated to the next higher \$1,000.00.
- b. The Plan provides for life insurance for Dependents as follows:
  - i. Spouse - \$10,000.00
  - ii. Child - \$5,000.00
- c. The premium cost for Group Life Insurance, A. D. & D. and dependent life insurance shall be 100% paid by the Corporation. The Employer's obligation with respect to all group benefits is limited to the payment of the appropriate premiums. The Employer is not an insurer as to the benefits provided, and the exact terms and conditions of the coverage must be ascertained from the provisions of the particular policies of the insurer.

#### **11. RETIREE BENEFIT COVERAGE**

- a. The Township shall provide retiree benefit coverage through the Township's Group Benefits provider for retirees taking an OMERS Pension prior to age 65.
- b. Retiree Benefits shall be as follows:
  - i. Employee Life and Accidental Death & Dismemberment- 50% of amount available to the employee immediately prior to retirement
  - ii. Dependent Life – provided
  - iii. Extended Health Care and Dental - provided at the same level as active employees with the Township except the out-

of-province coverage for retirees and their eligible dependents is limited to a lifetime limit of \$10,000 per insured person

- c. Retiree Benefits automatically terminate when the employee turns age 65.

## **12. PAY RATES AND WAGE INCREASES**

- a. The Pay Rate Grid as set out in Schedule "B", may be adjusted by resolution of Council as deemed necessary. Application of any economic adjustments to the Pay Rate Grid will only apply to employees upon a satisfactory performance appraisal conducted by their supervisor, recommendation of the Chief Administrative Officer and approval of Council. Such economic adjustment changes will generally take place at January 1 and be conducted in keeping with the provisions in the Pay Equity Plan.
- b. Employees shall be placed in the Pay Rate Grid upon commencement of employment or upon reclassification in accordance with Section 12.d.
- c. Employees may advance to the next step within their grade level upon a satisfactory performance appraisal conducted by their supervisor, recommendation of the Chief Administrative Officer and approval of Council. Such increment changes will generally take place at January 1 and be conducted in keeping with the provisions in the Pay Equity Plan.
- d. Should an employee wish to be reclassified, application for re-evaluation of their Job Description based on the pay equity system shall be submitted to Council in writing. At Council's discretion, employee shall be placed in salary range commensurate with experience and qualifications in accordance with Section 12.b above.

## **13. OTHER MATTERS**

- a. The following positions receive payment of an annual Safety Boot Allowance in the amount of \$125.00 payable in September:
  - i. Public Works Department Management Staff
  - ii. Chief Building Official
  - iii. Fire Chief

**2009 Wage Grid**

Grade	Base	Step 1	Step 2	Step 3	Step 4	Job Rate
21	40.24	41.85	43.52	45.26	47.07	48.96
20	36.31	37.76	39.27	40.84	42.48	44.18
19	33.37	34.71	36.10	37.54	39.04	40.60
18	31.41	32.66	33.97	35.33	36.74	38.21
17	29.94	31.13	32.38	33.67	35.02	36.42
16	28.46	29.60	30.78	32.02	33.30	34.63
15	27.48	28.58	29.72	30.91	32.15	33.43
14	26.50	27.56	28.66	29.81	31.00	32.24
13	25.52	26.54	27.60	28.70	29.85	31.04
12	24.53	25.52	26.54	27.60	28.70	29.85
11	23.06	23.98	24.94	25.94	26.98	28.06
10	21.59	22.45	23.35	24.28	25.25	26.27
9	20.12	20.93	21.77	22.64	23.54	24.48
8	18.64	19.39	20.16	20.97	21.81	22.68
7	17.17	17.86	18.57	19.31	20.09	20.89
6	15.70	16.32	16.98	17.66	18.36	19.10
5	14.22	14.79	15.38	16.00	16.64	17.30

*all rates are \$/hr - annual salary is determined by hours worked per week*

**Other Positions:**

Office Part-time Assistance	variable	14.41	/hr
Office Summer Student	35	14.41	/hr

**Council:**

Mayor	\$16,418	/yr
Deputy Mayor	\$14,031	/yr
Councillor	\$11,642	/yr
Council Conferences/Seminars	\$190.04	/day

**Crossing Guards** \$33.52 /full day

(per full day includes morning crossing, two crossings at noon and afternoon crossing)

<b>Volunteer Firefighter Remuneration Schedule</b>	
<b>Position</b>	<b>2009</b>
Township Deputy Chief	1st hr rate based on actual
Township Fire Prev & Ed Officer	\$1,442
Township Training Officer	\$1,442
District Chief	\$2,814
Deputy District Chief	\$1,688
Captains	\$900
Caretakers	\$685
Secretaries	\$578
District Fire Prevention Officers	\$700
Retainer	\$169.62
Practices	\$50.00
Paid Practices/Yr	26
Mutual Aid	\$31.66
Firefighting - 1st Hr	\$35.82
Firefighting - 2nd Hr	\$35.82
Day Long Seminars/Courses	\$190.04
Supplies/Repairs Pickup/Drop-off	\$15.00



<b>Volunteer Firefighter Remuneration Schedule</b>	
<b>Position</b>	<b>2010</b>
Township Deputy Chief	1st hr rate based on actual
Township Fire Prev & Ed Officer	\$1,485
Township Training Officer	\$1,485
District Chief	\$2,898
Deputy District Chief	\$1,739
Captains	\$927
Caretakers	\$705
Secretaries	\$595
District Fire Prevention Officers	\$721
Retainer	\$174.71
Practices	\$51.50
Paid Practices/Yr	26
Mutual Aid	\$32.61
Firefighting - 1st Hr	\$36.90
Firefighting - 2nd Hr	\$36.90
Day Long Seminars/Courses	\$195.74
Supplies/Repairs Pickup/Drop-off	\$15.45