

The Corporation of the Township of Douro-Dummer

By-law Number 2021-61

Being a By-law to adopt a compensation agreement for Non-Management Employees, a policy for progression through the salary grid and an overtime policy.

Whereas a compensation agreement has been negotiated between the Council for the Township of Douro-Dummer and its employees;

And whereas a policy for progression through the salary grid has been developed;

And whereas a policy to deal with overtime has been developed;

Now therefore the Council of The Corporation of the Township of Douro-Dummer enacts as follows:

1. That the Compensation Agreement for the year 2022 attached as Schedule "A" to this by-law be hereby adopted.
2. That the policy for progression through the salary grid, attached as Schedule "B" to this by-law is hereby adopted.
3. That the policy for dealing with overtime, attached as Schedule "C" to this by-law is hereby adopted.
4. That the salary grid be given annual increases, effective on the first pay in January of the given year, as follows:

2022 – As per the OMERS pension inflation index – TBD
5. That the following by-laws be hereby Repealed:
By-law Number 2019-76
By-law Number 2020-68
6. That this By-law shall come into force and effect on the 1st day of January, 2022.

Passed in open Council this 5th day of October, 2021.

Mayor, J. Murray Jones

Acting Clerk, Martina Chait-Hartwig

Schedule "A" to By-Law No. 2021-61

**Employee Compensation Agreement
Township of Douro-Dummer**

1. Full-Time Employees:

That for the purposes of the Employee Compensation Agreement the following positions be listed as full-time positions:

Equipment Operator (F)*, Truck Driver (F)*, Receptionist/IT Coordinator, Deputy Clerk, Deputy Treasurer - AP/Payroll Clerk, Deputy Treasurer – Tax Clerk, Assistant to the Manager of Recreation Facilities, Administrative Assistant – Treasury Services, Administrative Assistant – Municipal Services, Administrative Assistant – Legislative Services, Administrative Assistant – Senior, Building Inspector

Any position not listed as full-time will therefore be classified as part-time for the purposes of this Agreement.

*The position of Equipment Operator and Truck Driver can be deemed to be either a full time or part time position depending on how such is posted. All full time positions in these categories shall be designated by an (F) following the position title and all part time positions shall be designated by a (P) following the position title. This methodology could be used for any position if required.

Part-Time Employees:

Shall be governed by the Employments Standards Act, save and except for any references herein that provide for additional benefits over and above the requirements of such Act.

2. Benefits:

- a. That the Township of Douro-Dummer pay One Hundred Percent (100%) of the Manulife Dental Plan restorative and orthodontic at one (1) year behind current rates, Extended Health Plan, Vision, Life Insurance for Employees, Dependent Life, Accidental Death and Dismemberment and Employee Assistance Program (EAP). The premium for all Long Term Disability and Short Term Disability for all full time employees shall be paid by the employees.

Benefits will be extended to age 70 for persons eligible for the benefit package and actively employed by the Township. This extension does not apply to short term and long term disability and the life insurance benefit will be reduced to 1 time earnings.

- b. That the Township of Douro-Dummer, having implemented the Ontario Municipal Employees Retirement System (OMERS):
- shall pay fifty percent (50%) of the monthly contribution for all eligible employees;
 - shall make it compulsory for all full time employees; and
 -

Part-time employees have the option to participate only after meeting the required OMERS membership criteria.

- c. Any employee may purchase optional service in OMERS provided the cost thereof is absorbed by the employee. Optional service includes, but is not limited to, service with the municipality prior to the municipality becoming a member; prior service with municipality for which a refund was taken, etc.

- d. The benefits costing will be presented to Council every two years, prior to the renewal date. This presentation will focus on the cost of the benefits using the four most current actual rates, to determine an average premium increase and what, if any, actions will be necessary.

3. **Holidays:**

- a. The following holidays shall be allowed as paid holidays for all **full-time** municipal employees:
New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day - (**See *Note**), Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, Remembrance Day (from 10:30 am to 11:30 am) and two personal days (to be taken when approved by supervisor) and 1/2 day before Christmas and 1/2 day before New Year's.

***Note - Canada Day** - shall be taken on July 1st or when this holiday falls on a Saturday or Sunday it be established that the holiday shall be taken on the Monday following.

- b. In addition to the above, the days between Christmas and New Years in **2022** - 28, 29 and 30

shall be allowed as time off. These days, if taken off, shall be deducted from remaining holidays, personal days or banked hours. Pay for work performed on these days will be at the normal rate of pay. If no holiday or banked time remains, said employee may take days off as shown but shall not receive pay for such.

4. **Vacations:**

- a. That all full time employees be entitled to vacation as follows:
Two (2) weeks paid vacation after one (1) full year.
Three (3) weeks paid vacation after five (5) full years.
Four (4) weeks paid vacation after ten (10) full years.
Five (5) weeks paid vacation after fifteen (15) full years.
Six (6) weeks paid vacation after twenty (20) full years.
Seven (7) weeks paid vacation after thirty (30) full years.

Progression in the vacation schedule shall occur in the calendar year on the employee's anniversary date.

Full time employees are required to fill out a prescheduled vacation list by March 15th of each year, up to March 14th of the following year, for approval by their supervisor.

An employee retiring/terminating employment at any time shall be entitled to payment, which is prorated according to time worked in the calendar year and the vacation year.

Any new employee shall receive a prorated portion of this allocation upon date of hire. Such shall be based on the number of months of employment by the Township.

- b. Full time employees, if unable to use their vacation during the current year, may carry over any unused portion to September 30th of the following year.

- c. A permanent employee who is retiring to an OMERS pension and who provides a minimum of six (6) months written notice to their supervisor of his/her pending retirement is entitled:

- to take their full annual vacation entitlement as of the date of notification of the retirement and;

- will also be provided with a monetary retirement benefit equal to his/her full annual vacation entitlement as of the date of notification of the retirement. The monetary retirement benefit will be paid at the end of the six (6) months' notice.

Employees are not entitled to take this monetary benefit as vacation time in lieu of payment. The amount of vacation entitlement and monetary retirement benefit is only equal to one (1) year's vacation allotment each.

5. Meeting Pay:

Non-management employees, who as part of their regular duties, are required to attend two regular Council meetings per month shall not receive any additional compensation for attending these meetings, but shall receive overtime, as per Schedule 'C', when said employee attends other meetings such as committee of the whole, committee, board, Council, etc. The provisions of Schedule 'C' for these meetings would only apply if said meeting is outside of normal work hours.

6. Sick Leave Allowance:

- a. Each full time employee will be given the equivalent of two (2) normal work weeks of non-cumulative sick leave allowance on January 1st of each year. Any new employee shall receive a prorated portion of this allocation upon date of hire. Such shall be based on the number of months of employment by the Township in the year of hire.
- b. Effective December 31, 2015, employees shall be entitled to accumulate up to five (5) days per calendar year of unused sick time at the end of each calendar year for the sole purpose of creating a maximum of five (5) day reserve time to be used exclusively for the purpose of bridging the qualifying period for the Weekly Income Insurance Program.

The accumulated days shall be used only for this purpose and shall not be transferable for any other purpose. In the event that some or all of the time accumulated days are used, the employee shall be entitled to re-commence accumulating unused sick days as per the previous paragraph.

The accumulated time for this provision shall have no other value and will not be paid out in cash at any time.

c. Benefit Continuation During Disability Period:

The Employer shall continue to pay the necessary portions* of the benefit package after an employee leaves the active work force due to illness or accident for a period not to exceed twelve (12) months. At the end of twelve (12) months, the employee may request the Employer to continue the group benefits provided the employee reimburses the Employer for the cost of the necessary premiums. If no request is made by the employee to continue coverage through the Employer's Plan, the benefit package will be discontinued.

*Necessary portions shall mean the complete benefit package, save and except for those portions that are eligible for a waiver of premium.

- d. The employer shall continue to pay, if the spouse or partner does not have benefit coverage (subject to written confirmation from the spouse or partner that benefits are not required), the necessary portions** of the benefit package in the case of a death of an employee for a maximum of six (6) months from date of death.

**necessary portions shall mean the complete benefit package, save and except for those portions that are eligible for a waiver of premium or are no longer necessary following the death of the employee- i.e.: life insurance.

7. Mileage:

- a. The employer shall pay to each employee using their personal vehicle on municipal business an amount as per the Township's Mileage Rate By-law. This shall not include driving to and from work.
- b. Each employee claiming mileage shall keep a log and submit a monthly statement showing the date, purpose and destination of each mileage claim.

8. Work Week:

Road Employees – 40 hours per week

That the normal summer season (May Long Weekend to Thanksgiving – weather dependent) work week for the road employees shall be:

Monday through Thursday 7:00 a.m. - 4:00 p.m. (1/2 hour lunch)

Friday 7:00 a.m. - 1 a.m. (no lunch)

Any road employee called in after normal working hours will receive a minimum of three (3) hours pay or time in lieu at a rate of time-and-a-half.

Office Staff

That the normal work week for the office staff shall be:

Monday through Thursday 8:30 a.m. - 4:30 p.m. (1 hour lunch)

Friday 8:30 a.m. - 4:00 p.m. (1 hour lunch)

Extra hours worked over and above the normal work day may be banked to a maximum of two (2) weeks.

Overtime: The employer shall compensate overtime in accordance with the approved Overtime Policy – See Schedule "C" of this Agreement.

9. Jury Duty:

That if any Township employee is required to be part of a jury selection and/or act on jury duty, they shall continue to receive their regular rate of pay for their regularly scheduled work day hours. Mileage will not be paid by the Township. Any allowance less mileage paid by the courts for such jury duty shall be deposited with the municipality.

10. Unsafe Weather or Other Conditions:

When an employee reports to work any given day and the weather or other conditions on said day make it such that work is impossible, then the employee shall return home and shall be allowed a maximum four (4) hours pay for such.

If during the day the weather or other conditions create potentially unsafe conditions, staff may leave work early. Staff will be paid for the time worked that day, plus a maximum of 4 additional hours; total pay for the day not to exceed the maximum of their regular scheduled daily pay.

The decision to return home and whether pay is to be allowed shall be at the discretion of the C.A.O.

11. Compassionate Leave:

- a. Each full time employee of the Township of Douro-Dummer shall be granted a maximum of three (3) days leave in the case of the death of a husband, wife or child, parent, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent or grandchild or other instances as may be deemed appropriate by the C.A.O . This shall include step-parent, step-brother, step-sister and step-children. These days shall be granted with pay.
- b. Each full time employee shall be granted a maximum of one (1) day with pay in the case of the death of an aunt, uncle, niece, nephew or other instances as may be deemed appropriate by the C.A.O.
- c. Additional time may be granted with pay at the discretion of the C.A.O.
- d. If the death of a family member occurs during an employee's vacation, the employee will be granted bereavement leave with pay and the equivalent vacation credits will be restored for the bereavement period.
- e. Each full time employee may be granted time off with pay, with the approval of the C.A.O., to attend the funeral of a fellow employee.

12. Association Memberships:

The employer shall pay the cost of any work related association membership fees of employees if recommended by the C.A.O.

13. Personal Protective Equipment:

- a. Each full time employee on the road crew and the community centre, as well as the building inspector and the transfer station custodian shall be granted an annual personal protective equipment allowance in the amount of \$ 275.00, payable to each respective employee, upon submission of a receipt to substantiate.

14. Retirement Benefits:

This Section (Section 14) only applies to existing municipal employees being employed by the Township on or before January 1, 2012, having sixteen (16) or more years of service.

- a. The employer shall establish a reserve fund for the purpose of providing funds to carry the benefit package excluding dental for the period of ten (10) years or to the age of sixty-five (65) whichever comes first following the date of retirement. The employer shall allocate sufficient funds each year to the reserve fund for this benefit.

Any retiring employee would have the option of purchasing (at his/her expense) dental coverage during the benefit continuation period, as well as the total package after the end of the continuation period up to the age of sixty-five (65).

NOTE: This benefit does not apply when an employee is not retiring but rather leaves the employ of the municipality to accept a position elsewhere.

15. Annual Saving Program:

The employer shall pay to each employee a lump sum savings in the first pay of December equal to the employee's yearly contribution.

16. Wellness Program:

That the Township of Douro-Dummer reimburse each full time employee an amount up to a maximum of one hundred and fifty dollars (\$150.00) annually, towards the cost of specified classes or programs associated with the improvement of one's health. Said classes or programs must be instructed by accredited personnel or be associated with an accredited facility. Proof of enrolment and a receipt must be presented for reimbursement.

17. Medical Exams and Testing:

Where it is a requirement of any full time staff member to hold a specific driver's license that mandates periodic medical exams and/testing and or renewal, the municipality shall reimburse said employee the full cost of said medical exam and testing (upon successful completion of testing). This does not include the renewal of a "G" license.

18. Review of Agreement:

This agreement shall be reviewed prior to January 1, 2023, at a time that is agreeable to both the employees and the employer. Regardless of the date of review, all changes in compensation shall be effective January 1st of the said year unless otherwise agreed upon by the employees and employer.

Dated: October 5, 2021

Mayor, J. Murray Jones

Acting Clerk, Martina Chait-Hartwig

Schedule "B" to By-law No. 2021-61

Municipal Policy for Salary Grid Progression For Employees

Progression through the salary grid shall be dependent on the individual employee advancing himself/herself through training, development, experience, and satisfactory performance reviews. It shall be a combination of these items that may result in advancement through the salary grid.

Requirement One:

It has been established that each year, all employees shall participate in performance reviews relating to their position. A satisfactory performance review will be one of the requirements of a movement through the salary grid. One aspect of a satisfactory performance review- but not a requirement- is the advancement of the employee's skills and abilities through further education and training related to the municipal field.

The municipality provides the incentive for training and development opportunities for all employees. These training and development opportunities provide the employee with the ability to advance their ability to perform their duties- thereby benefiting the municipality. Training and development can take place in a number of various ways, but the two main forms are:

1. Training and development during regular working hours, for which the employer pays the cost of the course and the employee's wages.
2. Training and development outside of regular working hours, for which the employer pays the cost of the course, but the employee receives no compensation for their time.

The benefits of the successful completion of training and development in both areas above provide a similar benefit to the municipality- a more qualified employee. But option 2 above, also shows the initiative of the employee to advance himself/herself on their own time- without compensation from the municipality- and should be recognized differently and more heavily weighted than option 1.

Training and development shall be considered in the following manner:

For successful completion of training and development during working hours: advancement through the salary grid shall be dependent on a minimum of 80 hours of successful completion of training and development.

For successful completion of training and development outside of working hours: advancement through the salary grid shall be dependent on a minimum of 60 hours of successful completion of training and development. These hours shall all be outside of the normal working day of the employee.

For successful completion of training and development as a combination of both of the above: advancement through the salary grid shall be dependent on a minimum of 75 hours of successful completion of training and development, of which a minimum of 40 hours must be outside of the normal working day.

The C.A.O. shall make the determination, upon consultation with the employee, of the appropriate classification of training and development and the number of hours to be considered.

Requirement Two:

Each year of employ with the municipality should provide the employee with additional experience and knowledge that should be of benefit to the municipality and shall be a second requirement for movement through the salary grid. For employees that work only part weeks or for a portion of the year, the yearly benefit towards experience shall be pro-rated based on the number of hours they work.

Progression:

If requirement one and two are both satisfactorily met, then the C.A.O. may recommend to Council that the employee be granted a salary grid increment.

NOTE: A satisfactory performance review and one year of additional work experience, without any additional training or education, will not be sufficient to achieve a recommendation of a salary grid increment

Other Options:

Each year of experience for an employee, does provide additional development and training for that employee, and it should be recognized that this in fact is a benefit to the municipality and be reflected in the compensation for that employee. As such, for each 5 years of employment, and a satisfactory performance review in each of these 5 years, the C.A.O., may recommend to Council to grant a progression of one increment forward on the salary grid. An unsatisfactory performance review shall negate advancement, until such time as there are 5 satisfactory reviews that have been accumulated over a period of eight (8) consecutive years. Time away from work through unpaid leave of absence granted by the municipality, or on disability leave, shall not be considered when computing the 5 years of service, unless the leave of absence is to provide some training and development or research that would be of direct benefit to the municipality.

A substantial change in the duties and/or responsibilities of an employee, should be recognized through the compensation paid to that employee. Upon the recommendation of the C.A.O., Council may grant the recommended increment in the salary grid because of the changes in duties and/or responsibilities.

An employee that has made a significant contribution to the betterment of the municipality or a significant contribution to the operations of the municipality, may also be considered for an advancement through the salary grid. Upon the provision of documentation to Council, accompanied by a recommendation from the C.A.O., Council may consider granting the recommended progression through the salary grid.

Other Conditions:

When an employee has successfully progressed through the salary grid and has reached the last step on the grid, the only advancement from that point on will be:
If the salary grid is reconfigured to allow further progression; or
If Council considers a further increase over and above the salary grid, said increase shall be part and parcel of any future reconfiguration of the salary grid.

No more than one salary grid increment shall be granted in a 12 month period. The time frame for consideration of a future grid increment shall start at the effective date of the last grid increment for that employee.

The exception to one increment per year being granted would be in the following circumstance: where the employee is eligible for a grid increment because of 5 satisfactory reviews and has also successfully completed the required education and/or development hours to advance in the salary grid. In this instance, the employee would be eligible for two salary grid increments.

Schedule "C" To By-law No. 2021-61

Township of Douro-Dummer

Overtime Policy
(Non-Management Staff)

It is accepted that under certain circumstances, it is necessary for employees of the Township of Douro-Dummer to work overtime. It is also accepted that for these hours of overtime, the employee will be compensated, either in time off in lieu, or (if policy maximums have been accumulated) through direct pay, at the rate of 1.5 times their normal rate of pay for each hour of overtime worked with the exception of Sundays.

Urgent or emergency work being carried out on Sundays the employee will be compensated, either in time off in lieu, or (if policy maximums have been accumulated) through direct pay, at the rate of two (2) times their normal rate of pay for each hour of overtime worked. Work on Sundays which is not part of the regularly scheduled work will only be worked and paid at the manager's (s) or C.A.O.'s (s) discretion.

Overtime shall not commence until the normal number of hours in the applicable day and for the applicable department have been worked.
(amendment By-law 2009-64)

As part of the payroll records of the municipality, a record of the overtime is kept and is available for inspection by the supervisor and C.A.O. on behalf of Council.

All overtime required shall be approved in advance by the supervisor.

Any time off in lieu shall be at the discretion of the supervisor and where possible the supervisor will try to accommodate the employee's request.

Any employee shall be allowed to accumulate a maximum number of hours that are the equivalent of two (2) normal work weeks.

When any employee reaches the maximum number of hours that can be accumulated, any overtime hours worked over and above the maximum, will be paid at the rate of 1.5 times their normal rate for each hour worked over the maximum. If the employee takes time off in lieu sufficient to reduce the accumulated hours below the maximum, then any overtime hours worked will be accumulated until the maximum is reached.

On the first pay period following November 30th in each year, all banked time will be paid out to the employee, and any overtime hours for the month of December will be paid to the employee at the rate of 1.5 time the normal hourly rate. Each employee will be permitted to retain sufficient days of banked time, if necessary, to cover the time off between Christmas and New Year's, as per section 3(b) of the compensation agreement.