

**The Corporation of the Town of Essex**

**By-Law Number 1953**

**Being a by-law to enter into an Agreement between  
The Corporation of the Town of Essex and its Non-  
Union Employees**

Whereas Sections 278 to 283, inclusive of the *Municipal Act*, 2001, c.25 and amendments thereto, provides municipalities with the authority to pass By-Laws to provide for remuneration and benefits for its employees;

And whereas, the Town of Essex deems it expedient to establish remuneration and to offer certain benefits to its non-union employees for the years 2020 to 20203 inclusive;

Now therefore be it resolved that the Council of The Corporation of the Town of Essex enacts as follows:

1. That the Mayor and Clerk be authorized to execute the Agreement between The Corporation of the Town of Essex and its Non-Union Employees;
2. That this By-Law shall come into full force upon the final passing thereof;
3. That By-Law Number 1502 is hereby repealed.

**Read a first, a second and a third time and finally passed on September 21, 2020.**

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Mayor

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Clerk

## Schedule "A" To By-Law No. 1953

The Corporation of the Town of Essex (the "Employer") extends the following benefits and working conditions to its non-union employees:

### 1. Paid Holidays:

The following days are recognized as paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Day before Christmas
Easter Monday	Day before New Year's Day
Victoria Day	Christmas Day
Canada Day	Civic Holiday
Boxing Day	2 Float Holidays (at the employee's choice)
Labour Day	

When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday.

### 2. Vacation With Pay:

- 1) In the last pay period of the first calendar year of employment, an employee shall be paid vacation equivalent to four percent (4%) of regular time earnings.
- 2) In the second, third, and fourth calendar years of employment, an employee shall be entitled to ten (10) days of vacation with pay, to be earned at the rate of one (1) day per month worked, and to be taken at any time during the year.
- 3) In the fifth through eighth calendar years of employment, an employee shall be entitled to fifteen (15) days of vacation with pay, to be earned at the rate of one and one-half (1.5) days per month worked, and to be taken at any time during the calendar year.
- 4) In the ninth through fifteenth calendar years of employment, an employee shall be entitled to twenty (20) days of vacation with pay, to be earned at the rate of two (2) days per month worked, and to be taken off at any time during the year.
- 5) In the sixteenth through twentieth calendar years of employment, an employee shall be entitled to twenty-five (25) days of vacation with pay, to be earned at the rate of two and one-half (2.5) days per month worked, and to be taken at any time during the year.

- 6) In the first ten calendar years following the twentieth calendar year, one (1) additional day of vacation with pay shall be allowed up to a maximum of thirty five days in the thirtieth calendar year.
- 7) Vacation shall be earned for any month for which any employee works at least five days. For purposes of vacation while on WSIB, an employee's vacation shall not be affected for the first twelve months of absence, after which period relevant provincial legislation will prevail. Vacation taken shall be counted as days worked for purposes of this section.
- 8) Sick leave may be substituted for vacation where it can be established that an illness or accident occurred while on vacation.

### **3. Vacation in Lieu of Overtime**

In addition to the above entitlement, non-union employees are able to bank one hour in lieu of overtime for every approved hour of overtime worked up to a maximum of 40 hours for the first 40 overtime hours worked and to bank one hour in lieu of overtime for every approved hour of overtime worked in excess of 40 overtime hours worked up to a maximum of an additional 40 hours in lieu of overtime

### **4. Sick Leave:**

Sick leave shall be provided as required. An employee on sick leave shall be granted full pay until such time as he or she is eligible for benefits under the terms of the Long-Term Disability coverage. There shall be no sick leave bank or payouts.

### **5. Family Sick Leave:**

Employees are permitted to use up to five (5) days of sick leave per calendar year, to attend to family illness. For purposes of this section, family is defined as spouse, child or parent. Family sick leave is administered as sick leave.

Under exceptional circumstances family leave for other relations not listed above may be granted in consultation with the Chief Administrative Officer.

### **6. Bereavement Leave:**

- 1) An employee shall be granted seven (7) working days of paid leave time in the event of the death of an employee's spouse, parent, child and child who is brought up in the house.

- 2) An employee shall be granted three (3) days of paid leave time in the event of the death of an employee's parents-in-law, step-parents, son-/daughter-in-law, brother, sister, brother-/sister-in-law, grandparents, grand parents-in-law and grandchildren.
- 3) An employee shall be granted one (1) day of paid leave time in the event of the death of a relative other than those previously mentioned, a member of the staff, a close friend of an employee, and when acting as a pallbearer.
- 4) Additional time may be granted upon agreement with the Chief Administrative Officer in consideration of circumstances and location.

## **7. Employment Standards Act (ESA) Leaves**

Employees shall be entitled to the benefits as described in Section 10, "Health and Welfare Benefits" for the duration of any leave applied for under the ESA.

## **8. Legal Leave:**

The Employer shall grant a leave of absence, without loss of seniority, to employees who serve as juror, witness in court or are subpoenaed resulting from the performance of their duties. The Employer shall pay such employees the difference between their normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

## **9. Mileage Allowance:**

Employees supplying their own transportation to perform municipal business shall be paid mileage at the rate established by the Travel and Business Expense Policy.

## **10. Health and Welfare Benefits:**

- 1) The Employer shall pay the total premium of the following plans for all full-time non-union employees:
  - a) Employer Health Tax for the Ontario Health Insurance Plan or the premium for any replacement thereof
  - b) Extended health plan, no deductible, 100% reimbursement, unlimited overall maximum:
    - drugs(prescribed/prescription), no over-the counter drugs, no co-pay;
    - emergency transportation;

- accidental dental benefits;
- semi-private room accommodation in a public general hospital;
- semi-private room accommodation in a Convalescent hospital up to 180 days per disability;
- hearing aids - to a maximum of \$500. every five (5) years;
- medical aids and supplies – prosthetic appliances and durable medical equipment as well as replacements, repairs, fittings and adjustments of such devices;
- paramedical services;
- vision – to a maximum reimbursement of \$350. every twenty-four (24) months;
- eye examination – one exam every 24 months up to a maximum reimbursement of \$80.

c) Dental plan, no deductible

- basic services – 100% reimbursement for basic services with no maximum;
- major services – 50% reimbursement for major services (dentures/crowns/bridges,) to a maximum of \$1,500 per calendar year;
- orthodontics – 50% reimbursement of costs to a maximum is \$1,500 per lifetime for children 18 years of age or younger;
- basic services - recalls every six (6) months

d) Travel Benefits

e) Long Term Disability Plan

- 70% of monthly earnings;
- maximum monthly benefit \$10,000 (non-evidence maximum of \$7,500).

Active employees can not apply for Long-Term Disability after age 65. If an employee is on Long-Term Disability prior to age 65, benefits will terminate at age 65 or retirement, if earlier.

f) Group Life Insurance

- 3 times annual earnings;
- maximum \$600,000 (non-evidence maximum of \$500,000).

## **11. Benefits while on Long-Term Disability**

An employee who is on Long Term Disability shall receive the benefits as detailed in Section 10, "Health and Welfare Benefits" for the first two (2) years of absence, after which time they shall be entitled to the benefits as outlined in Section 14, "Retirement Benefits".

## **12. Benefits while receiving Compensation under the Workplace Safety and Insurance Act**

An employee who is receiving compensation under the Workplace Safety and Insurance Act, shall receive the benefits as detailed in Section 10, "Health and Welfare Benefits" for the first two (2) years of absence, after which they shall be entitled to the benefits outlined in Section 14, "Retirement Benefits".

## **13. Ontario Municipal Employees Retirement System (OMERS)**

The Employer agrees to participate in (OMERS) in accordance with applicable legislation, with the Employer and employees contributing equally. In accordance with OMERS' rules and regulations, both the Town and the employee will contribute to the plan until the employee has reached 35 years of service, or November 30<sup>th</sup> in the year in which the employee reaches age of 71 or retires, whichever occurs first.

## **14. Retirement Benefits**

Any employee who retires on an unreduced OMERS pension and has been employed with the municipality for fifteen (15) years or who qualifies for this coverage under Section 11 or 12 above, shall be entitled to the following benefits until age 70:

- a) Life insurance - \$20,000.
- b) Drugs legally requiring a prescription by law, diabetic needles and syringes, limited access and some over-the-counter drugs.
  - No deductible
  - 80% co-insurance
  - \$50,000 lifetime maximum
- c) Dental- basic only
  - No deductible;
  - 80% co-insurance;
  - Maximum of \$1,500 per calendar year;

- No Major restorative;
- No orthodontic.

d) Vision-

- \$350.00 every twenty-four (24) months;
- Eye exams – one exam every 24 months up to a maximum of \$80.

e) Out-of-Province-Coverage

## **15. Compensation under the Workplace Safety and Insurance Act**

The Employer agrees to pay, in addition to the amount of compensation paid under the Workplace Safety and Insurance Act, the amount of the difference between an employee's normal earnings and the sum awarded by the Workplace Safety and Insurance Board (WSIB) during a period of temporary total disability as determined by the WSIB, for a period of one (1) year.

## **16. Professional Membership Fees**

The Employer will pay for membership fees or dues of professional organizations where membership is required as a condition of employment or is beneficial to the municipality.