

Non-Union Personnel Policy

Department:	All Departments	Policy Number:	H00-2006-03
Section:	Human Resources	Effective Date:	January 2006
Subject:	Non-Union Personnel for Full Time Employees		
Revised Date:	April 10, 2007; February 4, 2008; January 12, 2009; October 11, 2011; March 12, 2012, November 25, 2015, January 12 th , 2021, May 24, 2022, June 7, 2022		
Authority:	By-Law 2021-006, By-Law 2022-075, By-Law 2022-XXX		

1. Purpose

Non-Union Personnel Policy for Full Time Employees - Nothing in this policy shall contravene with the Employment Standards Act and any change in this Act will automatically override this policy

2. Employees

- a) Permanent full time employees shall mean a person employed by the Corporation on a permanent continuous basis, having a work schedule of not less than 35 hours per week.
- b) Part time, temporary, supply or seasonal employees do not qualify for any benefits except those to which they are entitled under the Employment Standards Act, or any other Provincial Legislation.
- c) Members of the International Union of Operating Engineers (IUOE Local 793) are not covered by this policy as they have their own working agreement.

3. Attendance

~~The Corporation wishes to stress, to all its employees, the importance of attending at work on a regular basis. It is not the intent of the Corporation to require people to be at work when they are unable to carry out their duties, but the employee must understand the importance of regular attendance to daily operations.~~

~~Every employee has the responsibility to attend at work as scheduled, unless he or she is absent due to a reasonable and unavoidable cause. He or she is expected to:~~

- ~~• Make every effort to live and work safely by following safety rules and procedures and practicing accident prevention both on and off the job.~~
- ~~• Attend to personal affairs and obligations outside of working hours.~~

~~Notification of Absences~~

~~It is the employee's responsibility to notify his/her Supervisor, of any absences from scheduled work as soon as possible after their place of work opens on the first day of their absence. It is essential that each employee fulfil this responsibility to allow for the~~

~~proper scheduling of his/her fellow employees and/or the rescheduling of tasks, appointments and projects. If possible, the Supervisor should also ascertain the expected date of return.~~

~~Where an employee is absent from work his/her Supervisor is to immediately complete the appropriate form to record the absence as a sick day, personal day, vacation day or time off without pay. Once the form is filled out it must be provided to payroll staff immediately thereafter.~~

Personal Days

The objective of Personal Days is to provide all non-union permanent full-time employees of the Corporation the opportunity to take time off in the event of family illness, to provide care to a parent, child or spouse or when they are unable to arrive at work safely due to severe winter weather conditions without using unused vacation time or accumulated overtime.

All non-union permanent full-time employees of the Corporation having completed the lessor of three (3) months or their probationary period will be entitled to:

Personal Leave Days with pay to a **maximum of three (3) days per calendar year**. These days shall be charged against the employee's sick day entitlement [see section 13 b)].

Personal Days may be taken in the events of:

1. Family illness of a Parent, Child or Spouse either at home or hospital.
2. The need for employee to attend, or to take a Parent, Child or Spouse, to medical appointments (i.e. doctor, dentist, chiropractor, optometrist, etc.).
3. Due to severe winter weather conditions and an employee cannot safely arrive at work.

Note:

Supervisors/Department Heads need to know the nature of the *Personal Day* but when the form goes to Payroll it should be coded as a "*personal day*".

Winter Weather

Where winter weather conditions make it difficult or dangerous for staff to make it to their place of work then the staff member will be required to use a personal day (max. 3 per year), forfeit unused vacation time or accumulated overtime to compensate for the time they are absent from the workplace. If the employee does not have any personal days, unused vacation time or unused accumulated overtime to offset the time lost, then the employee will have to forfeit pay for the hours they are unable to attend work.

If, due to the severity of the weather, senior management makes a decision that the municipal office, recreation office or day care centre will not open for the day, or if after

the office has opened for the day but sometime thereafter and prior to the normal closing time, senior management makes the decision to close the office, staff will not lose pay or be required to use a personal day, unused vacation entitlement or unused accumulated overtime for the time the office was closed.

If during the work day, senior management makes the decision to offer the opportunity for staff to leave early due to severe weather conditions, despite the fact the office will be remaining open, those staff that choose to leave early will have to use a personal day (or part thereof), unused vacation entitlement, unused accumulated overtime or forfeit pay for the period between when they choose to leave and when the office closes.

4. ~~Pay Period~~

- ~~a) Employees shall be paid Thursdays; bi-weekly. For salaried employees, this will pay them to the Friday of that particular week. For hourly employees, this will pay them up to the Tuesday prior to pay week.~~
- ~~b) The pay will be directly deposited into the employee's bank account.~~

5. Vacation Entitlement

- a) The vacation year commences January 1st and concludes on December 31st of the same year, within which time all vacation entitlement must be taken.
- b) Employees shall be eligible for vacation with pay on the following basis:
 - i. During the first five (5) years of continuous full-time permanent service – 3 weeks per year.
 - ii. (For the first year of employment an employee shall not be entitled to full vacation entitlement but shall be entitled to vacation entitlement of three weeks prorated based on the time worked in that year.)
 - iii. After five (5) years of continuous full-time permanent service – 4 weeks per year.
 - iv. After ten (10) years of continuous full-time permanent service – 5 weeks per year.
 - v. After eighteen (18) years of continuous full-time permanent service – 1 extra day for every year over 18 years of service.
 - vi. Vacation entitlement shall be capped at a maximum of 30 days for any employee hired after January 1st, 2006.
- c) When an employee qualifies for an incremental increase in vacation entitlement (i.e. moving from 4 weeks to 5 weeks) the additional week of vacation shall be prorated for the first year it is awarded based upon the employee's anniversary date: (i.e. an employee completed 10 years of continuous full-time permanent service on July 1st,

the employee receives an additional $6/12 \times 5 \text{ days} = 2.5 \text{ days'}$ vacation for that calendar year or a total of 22.5 vacation days).

- d) Vacation pay shall be computed on the basis of the regular straight time hours that the employee would otherwise have worked if he had been at work during that week, at his regular straight time rate of pay.
- e) Continuous service without vacation, but with extra compensation, is not regarded as good policy and no employee may make such election.
- f) A regular employee who leaves his employment during the year shall not be entitled to full vacation entitlement as outlined in 4 b), but shall be entitled to vacation entitlement prorated based on the time worked in that year. Employees who have received vacation entitlement exceeding the prorated calculation will have the overpayment recovered by the Corporation from the employee.
- g) Vacations for employees shall be granted at times to be determined by mutual agreement between the Department Head and the employee, which shall be consistent with the efficient operation of the department. In the event there are more requests for vacation than the operation of the department can accommodate, the Department Head will determine priority for vacation based on the skills and qualifications required for the work to be performed and if necessary seniority.
- h) Vacation time shall not accumulate from year to year. However, in special circumstances, Department Heads may permit an employee under their supervision, the CAO/Clerk may permit a Department Head or the Mayor may permit the CAO/Clerk, to carry over a maximum of five (5) days' vacation until March 31st of the following year. Any vacation days permitted to be carried over must be booked before December 31st of the year in which the employee was entitled to take the vacation days.
- i) Vacation time will be monitored by the Department Heads for their subordinates. The CAO/Clerk shall monitor vacation entitlement for all Department Heads. The Mayor shall monitor vacation time for the CAO/Clerk.

6. **Statutory and Declared Holidays**

~~a) The following paid holidays will be recognized by the Corporation:~~

New Year's Day	Good Friday	*Easter Monday
Victoria Day	Canada Day	Civic Holiday
Labour Day	Thanksgiving Day	**Remembrance Day
Christmas Day	Boxing Day	Family Day

~~* The Walkerton Day Care Centre will remain open on Easter Monday.~~

~~** The Walkerton Day Care Centre and the Recreation Department will remain open on Remembrance Day.~~

~~b) Where any of the above holidays fall on a Saturday or a Sunday, the succeeding Monday shall be designated by the Corporation as the holiday.~~

~~c) When a statutory and/or declared holiday falls within an employee's annual vacation it shall not be counted as a day of vacation and may be taken at a later date.~~

~~d) In their first year of employment full time employees shall receive full pay for a statutory holiday if their employment date is prior to the statutory holiday.~~

~~e) Should an employee be required to work a statutory holiday then the employee shall be given a day in lieu to be taken within the next 30 days. The specific day to be approved by the employee's Department Head.~~

7. Leave of Absence

a) The Corporation may grant a leave of absence for personal reasons upon the Department Head and CAO approving a written request from an employee. The written request shall identify the term of and reasons for the leave.

b) Employees on leave of absence shall not be paid.

c) Employees shall not lose vacation entitlement if the approved leave of absence is less than one (1) month.

d) The employee shall pay the full cost of benefits (employee and employer share) and shall lose the right to claim for clothing allowance and sick day entitlement, as of the 1st day of the second month of their approved leave period, should the employee not wish their benefits to lapse.

e) Any absence without approval of the Department Head will result in forfeiture of pay and may result in suspension or dismissal.

Emergency Leave

Eligible employees can take an emergency leave because of personal medical reasons, the death, illness or injury of a child, spouse, same-sex partner, parent, grandparent, grandchild, or sibling. An emergency leave may also be taken by reason of an "urgent matter" involving any of these relatives.

An emergency leave allows 10 unpaid job-protected days in a year. Refer to Employment Standards Legislation in effect for details and clarification.

8. Bereavement

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- ~~1. To be eligible for paid bereavement leave employees must have been employed by the Municipality of Brockton for a minimum of 3 months. Part-time employees are eligible to the extent that such leave is required during the consecutive period that coincides with the date of the funeral, on days that part-time employees are scheduled to work.~~

~~The Municipality of Brockton will pay an employee up to four (4) days regular pay in the event of the death of:~~

- ~~a) Your spouse (includes common law or same sex partners)~~
- ~~b) A parent, parent-in-law, common law parent, step parent or foster parent of yours or your spouse~~
- ~~c) A child, step-child or foster child of yours or your spouse~~
- ~~d) A grandparent, step-grandparent, grandchild or step-grandchild of yours or your spouse~~
- ~~e) A brother or sister, step brother or step sister~~
- ~~f) A son-in-law or daughter-in-law~~
- ~~g) A brother-in-law or sister-in-law~~
- ~~h) A relative of yours who is dependent on you for care~~

~~The Municipality of Brockton will pay an employee one (1) day regular pay in the event of the death of:~~

- ~~a) An aunt or uncle of yours or your spouse~~
- ~~b) A niece or nephew of yours or your spouse~~
- ~~c) To attend a funeral as a pallbearer~~

- ~~2. An employee shall not receive paid bereavement leave while on any other authorized leave of absence, maternity/adoption, parental leave, short term or long term disability.~~
- ~~3. An employee shall receive paid bereavement leave to coincide with the date of the funeral and if the employee is on vacation leave, the affected vacation time will be re-credited to the employee.~~
- ~~4. Any bereavement leave granted shall be consecutive days off and that one of the days so granted must be the day of the funeral. Special circumstance may require Department Head approval.~~
- ~~5. The Municipality of Brockton is committed to supporting employees through a crisis, and recognize that the employee may not be ready to return to full duties following a bereavement leave. In such cases, the possibility of taking a further period of absence as vacation leave, personal leave, use of overtime hours or unpaid leave must be approved by the Department Head.~~
- ~~6. Up to one working day may, at the discretion of the Department Head, be granted to any or all of the employees in the Department to be absent from work to attend the funeral of any fellow employee.~~

Revision: ~~Res 15-25-308 December 14, 2015~~

9. **Maternity/Adoption Leave**

- a) The Corporation shall grant a leave of absence to an employee without pay and without loss of seniority for *parental/adoption* leave in accordance with the provisions of the Employment Standards Act, which shall include a Spousal Leave.
- b) The employee shall give their Department Head two weeks' notice, in writing, of the day upon which they intend to commence their leave of absence.
- c) *An employee can also change the starting date of the leave to a later date than he or she originally told the employer. To do this, the employee must give the employer new **written notice** at least two weeks before the original date the leave was going to begin.*
- d) *The employer shall pay the premium for all applicable benefits, (excluding OMERS), for the duration of the pregnancy or parental leave. If the employee wishes to contribute to the OMERS pension plan during the pregnancy or parental leave, the employer will match the contribution for the period involved. The employee can elect to not continue contributions to the OMERS pension plan during the pregnancy or parental leave. However, in the event the employee wishes to buy- back the leave period at a later date, the employee must arrange with OMERS to contribute for the broken service on behalf of both the employee and the Municipality.*
- e) *While on a pregnancy or parental Leave, employees continue to accumulate service for the purposes of determining salary increment, vacation, length of service, etc. Employees on pregnancy or parental leave shall accrue vacation time off, but not vacation pay, to be taken at the end of their leave unless agreed otherwise. Employees may choose to waive vacation time that accrues during pregnancy or parental leave in accordance with the Employment Standards Act, 2000 as amended from time to time.*
- f) *Sick time entitlement will be prorated based on the number of working days within the year.*
- g) The Corporation shall continue to pay its share of all benefits during the maternity leave.

Revision: Res 15-25-308 December 14, 2015

10. **Jury Duty/Court Subpoena**

- ~~a) In case an employee is called for Jury Duty, or subpoenaed as a third party witness, they shall be allowed such time off as necessary and paid for the days or part thereof which the employee would have otherwise worked, at their regular rate of pay.~~
- ~~b) Remuneration, excluding mileage, received by the employee from the Courts for the performance of Jury Duty shall be reimbursed by the employee to the employer.~~
- ~~c) A copy of Notice to be filed with the Corporation as well as any other pertinent information relative to remuneration from the Courts.~~

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- d) ~~Where an employee is required to appear in any Court or Hearing for a purpose not related to work and this appearance is not as a third party witness, the employee will be required to use vacation time, accumulated overtime or time without pay for such Court or Hearing appearance; sick days shall not be used for this type of Court or Hearing appearance.~~

11. Payment-In-Lieu of Overtime

- a) Overtime may be accumulated if approved by the employee's Department Head or by the CAO/Clerk for Department Heads or Mayor for CAO/Clerk.
- b) This overtime will be allowed as time off in lieu, on an hour for hour basis, as approved by the appropriate Department Head or CAO/Clerk for Department Heads or Mayor for CAO/Clerk.
- c) Upon approval of the Mayor for the CAO/Clerk and upon approval of the CAO for Department Heads, a payout for any accumulated unused overtime may be made of up to a maximum of 105 hours per year.
- d) Overtime shall not accumulate from year to year. However, in special circumstances, Department Heads may permit an employee under their supervision, the CAO/Clerk may permit a Department Head or the Mayor may permit the CAO/Clerk, to carry over a maximum of ten (10) hours of overtime until March 31st of the following year. Any overtime permitted to be carried over must be booked before December 31st of the year in which the employee was entitled to take the overtime.

12. Mileage Allowance Expenses

- a) Employees required to travel out of town on Corporation business with their own private vehicle, shall be entitled to a Kilometer Allowance which will be set by Brockton Council from time to time.
- b) Meal allowance while traveling shall be paid, when out of pocket expenses are incurred, equal to the County of Bruce meal rates as amended yearly. Receipts are not required. Meals will be reimbursed to a maximum of the daily rate. Individual meal allowance will be reimbursed at the maximum per/meal rate as indicated on the expense reports.
- c) Receipts for parking, accommodations, etc., shall be submitted together with the "Expense Report" form.
- d) All expenses incurred, including tabulations shall be checked by the CFO (Chief Financial Officer) against all motions and policies of council and should there be any discrepancies, the expense report form shall be returned to the employee who shall correct such discrepancies. In lieu of not being able to provide correct back up the employee shall remove the unsubstantiated expense from the report. Expenses shall not be paid until:

- i. The travel expense form complies with the motions/policies of Council;
- ii. The CFO or CAO/Clerk authorizes the expenses.

13. Pension Plan/RRSP's

- a) Any employees hired by the Corporation are required to become a member of the OMERS plan.
- b) The Corporation will continue to pay into the established RRSP plans of the employees of the former Townships of Brant and Greenock, who remained with the RRSP Plan *“at the current OMERS rates, as amended from time to time, applied to earnings up to Yearly Maximum Pensionable Earnings * YMPE) and applied to earnings above YMPE”*

Revision: Res 11-21-251 October 11, 2011

- a) The Corporation shall match the amounts paid by the employee in items b) and c) above.

14. Health/Life Benefits

~~a) The Corporation shall pay, on behalf of all eligible regularly scheduled employees, one hundred percent (100%) of the premium cost of the insurance coverage listed below. The following benefits are payable by the Insurer, not the Corporation, and shall be administered in accordance with the terms, conditions, rules and regulations of the Insurer's respective plans:~~

~~**Life Insurance/Income Replacement**~~

- ~~• Coverage compulsory~~
- ~~• Life Insurance 2 x annual salary to next highest \$1,000 (max \$200,000)~~
- ~~• Accidental Death & Dismemberment (AD&D) same as life coverage~~
- ~~• Dependent Life: Spouse \$5,000
Children \$2,000~~
- ~~• Short Term Disability (STD):
66.67% of weekly salary — subject to carrier maximums (\$1,200/week)~~
- ~~• Long Term Disability (LTD):
75% of monthly salary — subject to carrier maximums (\$5,000/month)
Those employees that exceed the carrier maximum but do not receive 75% of~~

~~their monthly salary must complete a "Health Evidence Questionnaire" to be considered for payment over the carrier maximum of \$5,000/month to equal 75% of their salary.~~

~~Health Coverage~~

- ~~• Coverage optional~~
- ~~• Drugs: Coverage is through a Direct Drug Plan, using a card system with no deductible. Benefits will include legally prescribed drugs. The Carrier may change coverage from time to time at their discretion.~~
- ~~• Health Services: Coverage includes emergency transportation, accidental dental, vision plan, paramedical services and other medical items as outlined by the carrier.~~
- ~~• Dental: Basic services plan as outlined by the carrier, including routine dental examinations once every nine (9) months as outlined by the Carrier. Orthodontia—50% reimbursement with a \$2,000 per person lifetime maximum.~~
- ~~• Vision: Vision benefits carry a maximum of two hundred and fifty (\$250.00) "*(three hundred and fifty (\$350.00))*" every twenty-four months for prescription eye glasses, as outlined by the Carrier. Eye exams—1 exam every 24 months reimbursed at \$75.00.~~

~~Revision:— Resolution 12-05-57 March 12/12~~

- ~~• Chiropractic: Eliminate per visit co-payment, reimburse to \$300 calendar year maximum spouse and eligible dependents.~~
- ~~• Physiotherapy: Pay up to \$85 for the first visit, up to \$55 for subsequent visits to a maximum of 20 visits. Thereafter a continuation form must be completed for further consideration by the carrier on an individual basis.~~
- ~~• Out of Province Coverage: Out of Province coverage is covered as outlined by the Carrier.~~

~~Sick Leave~~

- ~~i. If an employee is unable to report to work due to sickness, they are required to advise their Department Head.~~
- ~~i. Eligible employees will be allowed six (6) sick days per year with full pay. Employees are entitled to three (3) consecutive days of sick leave without a doctor's certificate.~~
- ~~ii. Department Heads are to submit the appropriate form to payroll noting the employee's absence due to illness. This form is necessary in order to maintain accurate files on sick days used.~~

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- iii. Any of the allowed six (6) sick days not used will be reimbursed at full rate of pay at the end of the year.

Short Term Disability (STD)

- ~~i. If the sick leave absence exceeds three (3) consecutive days, the employee is required to provide proper documentation for the Group Insurance Carrier to process a claim for payment. The Group Insurance claim starts on the fourth consecutive day of sick leave, or the first day of hospitalization.~~
- ~~i. Any sick days taken after the three consecutive days mentioned above must be claimed as "sick days", and may not be used as "vacation days".~~
- ~~ii. The Corporation shall also continue to pay its share of benefits and the employee will continue to accumulate seniority and vacation entitlement while on STD.~~

Long Term Disability (LTD)

- ~~i. LTD insurance will provide income replacement to eligible employees at the rate of 75% of monthly income, subject to any carrier maximums. Payments will be made directly to eligible employee by the Group Insurance Carrier in place at the time of the disability.~~
- ~~ii. A regular employee who is on an LTD claim during the year shall not be entitled to full vacation entitlement as outlined in Section 4 or full sick day entitlement as per section 13 b), but shall be entitled to vacation entitlement and sick day entitlement prorated based on the time worked (including the STD period). Employees who have received vacation and sick days exceeding the prorated calculation will have the overpayment recovered by the Corporation.~~
- ~~iii. Employees commencing LTD will have their position held open for a period of two (2) years. The Corporation will continue to pay its share of the employee's benefits, excluding sick days and vacation entitlement, during the two years. If the employee is unable to return to work after two years, all benefits will be terminated.~~

Workplace Safety Insurance Board (WSIB)

- ~~i. The Corporation shall continue to pay its share of benefits, including vacation entitlement and sick day entitlement, for this six month period.~~
- ~~ii. After six months have expired, all payment for wages will be made directly to the employee by the WSIB and the Corporation will continue to pay its share of benefits, excluding vacation entitlement and sick day entitlement, for an injured employee up to a maximum of two (2) years from the date of injury.~~
- ~~iii. The Corporation shall reimburse employees, to a maximum of \$500.00, for the cost to have a medical practitioner complete any forms required by the municipality's LTD benefit provider as part of an application for possible supplementary benefits over and above those received under an active WSIB claim.~~

15. Early Retirement Benefits

- a) Employees who retire early from the Corporation and have:

Twenty-five (25) years of continuous service in the municipal sector with at least five years of employment with Brockton and

Revision: Res 15-25-308 December 14, 2015

- ▶ Are between the ages of 55 and 65, or meet the **eligibility** criteria of OMERS; shall be eligible for the following coverage:
 - Extended Health Care (excluding Dental)
 - Employee Life Insurance at one times annual salary, frozen at time of retirement
 - Dependent Life Insurance
- b) The employee will pay 50% of the premium cost.
- c) The health care coverage offered by this section is to be as contained in the current policy.
- d) All benefits will cease when the retired employee reaches age 65.
- e) Early retirees will be given the option to extend their last day of employment by including all accumulated vacation and lieu time.

16. Clothing Allowances

- a) A \$625.00/year clothing allowance will be paid, conditional upon the employee producing an itemized store receipt. This allowance is offered to full-time employees of the following departments or job titles:
- Recreation Department
 - Custodial Staff
- b) This allowance is only offered to Full Time Recreation and Custodial employees that are currently actively working and are not on a STD, LTD or WSIB claim.

If the employee was off work due to such a claim for more than 30 calendar days the clothing allowance will be prorated for the time the employee was actively working.

17. Compliant Procedure

It shall be the policy of the Corporation to permit any employee, having cause for complaint, a means of obtaining a fair and equitable hearing:

- a) An employee having cause for complaint shall first discuss the complaint with their Department Head, who will give their reply within two (2) working days;
- b) Should the reply received under subsection a) above be unsatisfactory to the employee, the employee without fear or discrimination, may within three (3) working days of receiving the reply from their Department Head submit the complaint in full detail to Council.
- c) The complaint will be discussed at the next available Council meeting, In- Camera if necessary, with the Department Head in attendance. The employee concerned, and at their option accompanied by a citizen of their choice as a witness of the proceedings, will be invited to state their case. The Department Head will give their reply with the employee present. The employee will then be required to leave the meeting prior to consideration of the matter by Council;
- d) The Council will then consider the case and upon reaching a decision, so notify the complainant. They may also defer a decision for a maximum of thirty (30) days.

18. Resignation

Any employee in a Senior Staff position, who seeks to terminate their employment, should provide the Corporation with notice, in writing, at least thirty (30) days prior to the date of termination. All other employees should provide at least two (2) weeks' notice, in writing, to their Department Head.

19. Dismissal

The Corporation shall utilize the terms and requirements of the Employment Standards Act for any termination of non-union employees. In a dismissal without cause the Corporation may give consideration to years of service.