

**THE CORPORATION  
OF THE  
TOWNSHIP OF SOUTH STORMONT**



**HUMAN RESOURCE POLICY**

December 2017

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## **EMPLOYMENT REGULATIONS POLICY**

Being a policy to establish certain benefits and employment regulations for the employees of the Corporation of the Township of South Stormont.

WHEREAS it is deemed expedient in the interest of the efficient conduct and administration of the Township's affairs that the Council of the Corporation of the Township of South Stormont as an employer, should establish as policy, the terms of employment for its various employees. The policy shall cover provisions for services rendered by its employees having regard to the position held and responsibilities and nature of duties; the hiring, employment and promotion of employees; and other relative matters affecting their service, as hereinafter provided.

1. Save and except volunteers fire fighters, this policy shall apply to all employees of the Corporation of the Township of South Stormont unless otherwise stated.
2. For clarification purposes, if any provision of this policy is in conflict with the provisions of any legislation, the provisions of the applicable legislation shall apply.
3. For further clarification, if any provision of this policy is in conflict with any other policy or personnel procedure, the provisions of this policy, as amended from time to time, shall prevail.
4. For unionized employees, if any provision of this policy is in conflict with the provisions of the current Collective Agreement, the provisions of the Collective Agreement shall apply.
5. For contract employees, if any provision of this policy is in conflict with the provisions of their current contract, the provisions of their contract shall apply.
6. This policy shall be reviewed on an as and when required basis. The Chief Administrative Officer shall provide recommended changes, additions or deletions to Council annually or as required.
7. Where the singular or masculine is used in this policy, it shall be deemed to include the plural or feminine and vice versa, where the context so requires.

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**MAYOR**

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**CHIEF ADMINISTRATIVE OFFICER**

## DEFINITIONS

For the purpose of this policy, the following words shall have the meaning given herein:

- A. **"CHIEF ADMINISTRATIVE OFFICER (CAO)"** shall mean the individual as appointed by Council as the Chief Administrative Officer of the Township.
- B. **"COUNCIL"** shall mean the Council of the Corporation of the Township of South Stormont.
- C. **"DEPARTMENT HEAD"** shall be synonymous with Director and are positions including Treasurer, Chief Building Official, Fire Chief, Planner, Public Works, Clerk, Parks and Recreation, and as designated by Council as responsible for administering the business of their respective departments.
- D. **"EMPLOYEE, FULL-TIME"** shall mean any permanent, full-time officer, worker, servant or other person in the employ of the Municipality who regularly works standard weekly hours for 52 weeks each year, including vacations, on a continuing basis and that has successfully completed the probationary period.
- E. **"EMPLOYEE, PART-TIME"** shall mean any officer, worker, servant or other person in the employ of the Municipality who regularly works up to 24 hours per week for 52 weeks each year, including vacations, on a continuing basis and are employees that have successfully completed their probationary period.
- F. **"EMPLOYEE, OTHER"** shall mean any officer, worker, servant or other person in the employ of the Municipality hired for a specific task or for a defined period of time, intermittent basis, who may elect to work or not when requested to do so, hired on contract, summer or seasonal, hired temporarily to relieve a work overload situation, i.e. vacation relief, emergencies, etc.
- G. **"IMMEDIATE FAMILY"** shall mean current spouse or common-law spouse, child or step-child, parent, step-parent, brother, sister, step-brother or step-sister.
- H. **"TOWNSHIP"** or **"MUNICIPALITY"** shall be synonymous and represents the Corporation of the Township of South Stormont.

## **EMPLOYMENT ACCESSIBILITY**

The Township of South Stormont supports employees with disabilities including providing employment related accommodations. Employment Accessibility applies to all employees of the Municipality.

The Municipality is committed to promoting the independence, dignity, integration and equality of opportunity of persons with disabilities by ensuring the accessibility of township facilities and services. It is essential that accessibility is ingrained in the way the township conducts day to day business, and that it complies with the *Accessibility for Ontarians with Disabilities Act (AODA)*. This statement applies to all employees and applicants for employment who have a disability requiring accommodation.

The Municipality will assist employees with employment related accommodation in accordance with the Human Rights Code.

Upon request, all workplace information and communications will be provided in an accessible format.

Employees requiring accommodation must inform the CAO or the Department Head of the need for accommodation. Employees may be required to provide supporting medical documentation.

The CAO or the Department Head will consult with the employee to determine accommodation needs and develop an individual Accommodation Plan. The Accommodation Plan may include:

- Documentation of participation in the development of the individualized plan by the employee requesting accommodation,
- Means by which the employee was assessed on an individual basis, and/or
- Any information from an outside medical resource(s) used to determine if the accommodation can be achieved.

Employees can request an associate/representative be involved with them in the process and assist with the accommodation(s).

The employee's personal information will be kept confidential unless the health and safety of the employee or other employees are at risk.

The details of an Accommodation Plan or, if an individual Accommodation Plan is denied - the reasons for the denial, will be provided to the employee in an accessible format.

The Accommodation Plan may be reviewed on an annual basis as part of the performance review.

When deploying an employee with a disability to a new role, the Municipality will review the Accommodation Plan in relation to the requirements of the new role and make any necessary revisions.

All employees must make the Municipality aware of the need for accommodation regarding emergency response. Any employee who requires an individualized Emergency Response Plan will be provided with one. The Municipality will work in collaboration with those responsible for an evacuation to ensure the process is recorded.

## **1.0 EMPLOYMENT**

- 1.1 The CAO, reporting directly to Council, is responsible for the overall direction and coordination of the Municipality's operations and administration.
- 1.2 Department Heads or Directors report directly to the CAO. Department supervisors report directly to their Director. Employees within each department report directly to the department supervisor where applicable or Director. Directors and/or supervisors are responsible for the work of the employees within their department.
- 1.3 The Department Head shall review and update, as required, employee position mandates in preparation for annual performance appraisals. The CAO may review and, if deemed necessary, revise the position mandates in consultation with the applicable Director, and make recommendations for any changes to Council.
- 1.4 Final approval for the creation of any new positions shall be given by Council. Pay equity and the salary grid are based on the scope of responsibilities for the positions.
- 1.5 All employees shall serve a minimum probationary period of six (6) months from the first date of employment. An employee's probationary period may be extended at the discretion of the Township. Benefits do not apply to an employee on probation.
- 1.6 After an employee has successfully completed his/her probationary period, the Department Head may recommend to the CAO that the employee receives a salary or wage adjustment.
- 1.7 The Township does not prohibit the hiring of an Immediate Family member of either Council or staff. However, no member of Council, Department Head or staff member may have direct supervision over work performed by a member of his/her Immediate Family.

- 1.8 Wherever and whenever possible, temporary positions shall be advertised to the general public. However, to cover emergency situations, temporary employees shall be hired as needed by the appropriate Department Head. The hiring of temporary employees for vacation relief and other foreseeable situations requires the prior approval of the CAO.
- 1.9 Benefits outlined in Section 14.5 and 14.6 of this Policy, unless otherwise approved, apply to permanent full-time employees only.
- 1.10 Any violation of this Policy may subject the employee to discipline up to and including termination of the employee's employment.

## **2.0 RECRUITMENT**

- 2.1 All openings for positions to be filled will be posted at the Municipal office, garage, arena and any other location deemed appropriate. External postings will occur simultaneously with internal postings unless otherwise determined by the CAO. The posting shall include information about the availability of accommodations for individuals with a disability.
- 2.2 The initial step in the recruiting process shall be carried out by the Department Head, assisted by the CAO. For the CAO recruitment, these duties will be carried out by Council. The recruitment advertisement shall include a notation that accommodation due to a disability is available upon request.
- 2.3 The final selection for the CAO shall be made by Council. The final selection for a Director shall be made by the CAO. Final selections for all other positions shall be made by the Department Head, in consultation with the CAO.
- 2.4 The selection process shall endeavor to select, from among the applicants, the candidate that meets the qualifications and requirements of the position.
- 2.5 Notwithstanding Section 2.2 above, in certain circumstances at its discretion, Council may appoint an employee that, in its judgment, has the necessary qualifications and competencies to assume the vacant position.
- 2.6 No offer of employment shall be made to a new employee until satisfactory reference checks are completed. Offers of employment may be conditional on satisfactory criminal reference check, driver's

abstract, or other documentation as may be determined by the Director and CAO.

- 2.7 In consultation with the CAO, all offers of employment shall be confirmed in writing which shall include the position title, starting date, duration, salary, benefits, working conditions, relocation conditions and any other relevant facts and policies concerning the position, and a copy of the Human Resource Policy. In addition, the Municipality will advise the successful candidate that accommodation due to a disability is available upon request.
- 2.8 New employees must sign a copy of the offer letter indicating their acceptance of the offer prior to commencing employment. New employees may be required to provide a written statement, that to the best of their knowledge, he/she is able to perform the essential duties of the job for which they are hired, and the Township may request this be substantiated by a certificate obtained from a duly qualified practitioner.
- 2.9 Unless the CAO authorizes otherwise, unsuccessful applications or resumes will be kept in accordance with the Records Management Policy, Schedule of Retention Period.

### **3.0 DISCIPLINARY PROCEDURE**

- 3.1 Directors are responsible for enforcing fair and consistent discipline within their departments. Disciplinary measures can include reprimands, written warnings, suspensions without pay and termination. Depending on the seriousness of the situation, an employee may receive a written warning, suspension, or termination without any prior disciplinary record. Consultation with the CAO may be necessary prior to undertaking any disciplinary action, however, if the Director recommends termination, the CAO must be consulted.
- 3.2 In the case of termination for cause, the employee shall be dismissed without any formal warning being given.
- 3.3 In all cases where there is a possibility that an employee may have to be terminated for cause for reasons connected with misconduct, behaviour or a related circumstance, the following warning procedure will typically occur:
  - (a) Verbal Warning / Discussion and Follow-up: The Director shall discuss with the employee the nature of the problem and issue a verbal warning. Where appropriate, the Director may offer



assistance in resolving the issue at hand. A meeting should take place within three (3) months of the discussion for a review of the progress with a written summary of the meeting, including a timeline given to the employee.

- (b) Formal Disciplinary Letter and Follow-up: If no progress is made, a disciplinary letter shall be written on the review date set out above. The Director will meet with the employee and note future consequences if there is no improvement. A meeting to review progress will be held no later than three (3) months following the formal disciplinary letter, and assistance offered once more. Unless it would impede problem solving, another staff member should be present as a witness during both the meeting where the disciplinary letter was delivered and the follow-up meeting.

The Director must write a summary of the proceedings noting the date, steps to be taken by both sides and the consequences discussed, including a timeline. Copies must be provided to the employee and to his/her personnel file.

- (c) Suspension: If no progress is made in accordance with the expectations laid out at previous meetings, the employee may be suspended without pay. This must be stated in a letter, signed by the Director or the CAO. Assistance shall again be offered and a new review date scheduled, with the employee understanding that termination is the likely next step.

The Director and the CAO must be present at the suspension meeting. Again, immediately after the interview, the Director must write a summary of the proceedings noting the date, steps to be taken by both sides and the consequences discussed including a timeline. Copies must be provided to the employee and to his/her personnel file.

At each interval noted above, the employee will be asked to sign off to acknowledge receipt and understanding of the course of action taken by the Municipality.

(d) Termination with Cause: The Municipality may terminate an employee's employment without any notice or payment in the event "cause" exists for such termination. For the termination interview, a witness must be present. Only the facts of the case should be dealt with and the employee should be provided with his/her final pay information. If appropriate, he/she should be asked to leave the premises and return all Municipal property including key(s). A summary of the proceedings shall be placed in the personnel file.

3.4 Depending on the circumstance, there may be variations with the Disciplinary Procedure. In particular but without limiting the generality of the foregoing, there may be circumstances where an employee is suspended without pay or terminated for cause without any of the prior steps in the disciplinary process being taken. There may also be circumstances where an employee will be placed on a leave of absence with pay pending an investigation.

#### **4.0 PERFORMANCE MANAGEMENT**

4.1 If the employee is not able to meet performance standards, where possible, the Director shall meet with the employee to determine the source of the problem. This will include reviewing the appropriateness of performance standards, the employee's understanding of expectations and whether the problem is due to incapacity, misconduct or unsatisfactory work performance.

4.2 The Director may set up follow-up meetings, where appropriate, to further support the employee.

4.3 To support corrective action in relation to performance deficiencies, the Director may wish to consider workplace programs such as training, counselling, employee assistance or accommodation under the Ontario Human Rights Code.

4.4 In some circumstances, employees may be terminated for performance related reasons without the foregoing processes being followed.

#### **5.0 RESIGNATIONS / TERMINATIONS**

5.1 Employees should give, as a minimum, a two (2) week written notice of resignation to the Municipality. The CAO or Director shall conduct an exit interview.

- 5.2 The end of the period stated in a term contract shall be the termination date for contractual employees, unless that period is extended by the CAO or Council with another end date.
- 5.3 All dismissal actions regarding the CAO and/or Department Head(s) shall be confirmed through a Resolution of Council.
- 5.4 (a) An employee's employment with the Municipality may be deemed to be terminated when the employee is laid off for a period longer than the period of a temporary lay-off, in accordance with the *Employment Standards Act*.
- (b) An employee's employment with the Municipality may be deemed to be terminated and/or frustrated when the employee is absent from work for two (2) years and the employee's physician or the Workplace Safety & Insurance Board (WSIB) cannot confirm that he/she will be able to return to work in the foreseeable future and within a time period that is acceptable to the Municipality, or his/her physician or the WSIB has determined that he/she will be unable to perform the essential duties of his/her position.
- 5.5 Falsification or misrepresentation of qualifications or personal conditions on any Municipal form, applicant resume, during an interview or in the acceptance letter may be cause for immediate dismissal.
- 5.6 Terminations for cause may result from serious misconduct or neglect of duties. Examples include, but are not limited to, criminal acts against the Municipality, misrepresentation, serious insubordination or incompetence and any serious violation of the Municipality's Rules of Conduct as outlined in Section 24.0 of this Policy. No notice or pay-in-lieu of notice shall be given in such terminations.
- 5.7 Where an employee is terminated without cause, he/she shall receive his/her severance pay, if applicable, and notice of termination or pay-in-lieu in accordance with the minimum entitlements as set out in the *Employment Standards Act*. The Municipality will continue to pay its share of contributions to any benefit plan under which the employee was covered at the time of termination in accordance with the *Employment Standards Act*.

## **6.0 LAYOFFS AND RECALLS**

- 6.1 Layoffs under the *Employment Standards Act* are interruptions of employment for thirteen (13) weeks or less in any twenty (20)

consecutive week period, or thirty five (35) weeks in any fifty two (52) consecutive week period.

- 6.2 Employment service for the purposes of this section, Layoff and Recalls, shall be based on time actually worked for the Municipality and shall not include periods of layoff.
- 6.3 No sick pay or vacation pay shall be accumulated during periods of layoff.
- 6.4 No paid holidays, as outlined in Section 13, shall be given during periods of layoff.
- 6.5 Notice is not required in layoffs but the Municipality should, if possible, give at least ten (10) calendar days notice. If the length of the layoff goes beyond thirteen (13) weeks or thirty five (35) weeks, as in Section 6.1 above, it becomes a termination subject to the notice provisions of the *Employment Standards Act*.
- 6.6 Employees who do not return from a layoff within seven (7) calendar days when recalled will be considered to have resigned unless they are granted an extension by their Director. Only one (1) extension will be granted.

## **7.0 RETIREMENT**

- 7.1 Employees retiring should give a notice of six (6) months to their Department Head, or in the case of the CAO, directly to Council, and such notice shall be in writing.
- 7.2 Employees who are retiring may deplete all of their outstanding vacation owing plus any vacation accrued to date (current year) before retirement. Upon retirement, an employee shall be paid the value of his/her unused vacation for the current year. Should the value of the current year vacation days taken be greater than wages owed, the difference will be subtracted from the final pay.
- 7.3 Immediately upon retirement, all benefits shall be discontinued. If requested, the CAO will provide information for extended health benefit insurance coverage options.

## **8.0 PERFORMANCE REVIEW**

- 8.1 All employees shall have a regular performance review, in the prescribed form and, more specifically, under any of the following conditions:
- (a) their immediate supervisor wishes to carry out a review;
  - (b) the employee requests a review;
  - (c) any change in salary is recommended;
  - (d) annually and prior to their salary review whether or not a salary change is recommended; or
  - (e) where the employee's performance has been unsatisfactory.
- 8.2 During the performance review, the Municipality can review an employee's accommodation plan with them to determine whether any adjustments are required.
- 8.3 New employees will receive a review prior to the end of their probationary period.

## **9.0 SALARIES AND BENEFITS**

- 9.1 The Municipality supports the principle of equal pay for work of equal value, and that all employees be treated fairly and consistently in regard to salary administration. To meet this objective, a comprehensive salary grid has been approved.
- 9.2 As pay equity and the salary grid are based on the scope of responsibilities, each position in the Municipality must be thoroughly outlined in a position mandate or job description.
- 9.3 For non-unionized positions, a Compensation and Performance Management Program (PMP) has been approved by Council and is used for annual performance reviews and more specifically, merit increases.
- 9.4 An employee starting a new position shall receive the basic salary for that position. However, a salary may be agreed on that recognizes the experience and other related factors of the employee.
- 9.5 Part-time and other employees, and summer students shall be paid according to the established wage rates. Unless otherwise specified, benefits do not apply.
- 9.6 Employees hired under contract shall be paid according to the rate of pay as negotiated. Unless otherwise specified, benefits do not apply.

- 9.7 At the discretion of Council, cost of living adjustments (COLA), based on the annual Consumer Price Index for Ontario as at December 31<sup>st</sup> of the previous year, as established by Statistics Canada, for non-unionized employees are effective January 1 of each year. Where applicable, merit increases are effective on July 1 of the year. Merit increases, as recommended by the CAO, shall receive final approval by Council.

## **10.0 HOURS OF WORK AND OVERTIME (TIME IN LIEU)**

- 10.1 The CAO and Directors are management positions and, as such, are salaried. In addition, all full-time non-unionized positions are salaried.
- 10.2 Full-time employees shall work thirty five (35) hours per week from 8:30 A.M. to 4:30 P.M., Monday to Friday, however, public works and parks and recreation employees shall work forty (40) hours per week; adjusted seasonally. The Directors shall arrange the schedule of coverage.
- 10.3 Notwithstanding Section 10.2 above, any employee's regular hours of work may be changed at the discretion of the CAO.
- 10.4 Except in extenuating circumstances, any hours worked in excess of the weekly scheduled hours of work must be approved in writing by the Director and/or the CAO before the overtime work is carried out. All overtime hours shall be properly documented.
- 10.5 Employees who, pursuant to the *Employment Standards Act*, are entitled to overtime pay shall be compensated with paid time off in lieu of overtime pay to a maximum of thirty five (35) hours per year. Such employees shall be provided time off in lieu, on an hour for hour basis for those hours they work in a week in excess of their regular work hours up to forty four (44) hours. Each hour worked in a week in excess of forty four (44) hours shall be compensated with time and one half or 1.5 hours off. Employees must receive prior approval from the Director and/or CAO before working overtime and before using their time off in lieu. As a perquisite, the CAO and Directors may utilize up to a maximum of thirty five (35) hours per year as time off in lieu. For work on a Public Holiday, refer to Section 13.
- 10.6 For greater clarity, time-in-lieu as approved, is accumulated in not less than thirty (30) minute intervals and shall be used to supplement hours, half or one (1) day absences from work. In other words, time-in-lieu is not intended to supplement a vacation week.

## **11.0 REST PERIODS AND MEAL ALLOWANCE**

- 11.1 Employees are allowed two (2) paid, fifteen (15) minute rest periods / breaks per day; one in the forenoon and one in the afternoon. Employees are responsible for taking their paid breaks and will not be compensated for working through their breaks without prior approval.
- 11.2 Unless otherwise stated, employees are entitled to an unpaid lunch of one (1) hour and are permitted to leave the Municipality's premises for his/her lunch break. This lunch break shall be as scheduled by their Director.
- 11.3 From time-to-time, meal compensation may be provided to employees. In particular, this may occur during the extension of an emergency repair and the employee(s) cannot leave the job site. This shall be at no cost to the employee and is at the discretion of the Director.

## **12.0 ANNUAL VACATION**

- 12.1 A full-time employee's annual vacation entitlement shall be determined on a calendar year basis, that being January to December.
- 12.2 All full-time employees shall be eligible for annual vacation as follows:
- (a) Less than one (1) year of active service: one (1) working day for each completed calendar month of service, in the previous year, to a maximum of ten (10) days;
  - (b) On January 1<sup>st</sup>, after the completion of one (1) or more years of active service: two (2) weeks;
  - (c) On January 1<sup>st</sup>, after the completion of four (4) or more years of active service: three (3) weeks;
  - (d) On January 1<sup>st</sup>, after the completion of nine (9) or more years of active service: four (4) weeks;
  - (f) On January 1<sup>st</sup>, after the completion of sixteen (16) or more years of active service: five (5) weeks;
  - (g) On January 1<sup>st</sup>, after the completion of twenty-five (25) or more years of active service: six (6) weeks.

At its discretion, the CAO or Council may vary the above conditions to meet individual hiring situations.

- 12.3 Unless otherwise approved, full-time employees shall receive vacation entitlement according to credited service in each preceding year. Credited service for the purpose of this Policy commences from the first date of employment and shall include the probationary period, any pregnancy or parental leave. Notwithstanding paragraph 12.4 herein, continuous active service shall mean on duty with no break in time served.
- 12.4 In accordance with Section 12.2 and 12.3 above, an approved leave (i.e. parental leave, short or long-term disability, etc.) of absence without pay directly from the Township for up to thirteen (13) weeks will not affect the calculation of years of service for purposes of determining the employee's entitlement to vacation with pay. An approved leave of absence for thirteen (13) weeks or more is considered to be a break in active service and therefore the calculation of years of service for the purposes of determining the employee's entitlement to vacation with pay will be reduced by the length of the leave unless otherwise specified by legislation. However, pursuant to the provisions of the *Employment Standards Act*, an employee's entitlement to vacation time without pay will not be affected while full-time employees are on an approved leave of absence for any period of time.
- 12.5 In accordance with Section 12.2 above, in the second year of employment, and thereafter, an employee may take vacation at any time in the calendar year, subject to the approval of their Director. All employees entitled to three (3) or more weeks of vacation per year are mandated to take five (5) consecutive business days per year as vacation time off; this mandate excludes any closure periods.
- 12.6 In the case that an employee has taken his/her vacation entitlement and is terminated prior to the completion of the required year of active service, any vacation pay advanced will be adjusted and returned to the Township. The employee acknowledges the rights of the Municipality in this regard and such adjustments will be made on the employee's final pay period.
- 12.7 For the health and welfare of its employees, the Township encourages employees to take their annual vacation during the calendar year in which the entitlement is earned. However, an employee may, with the consent of the Department Head, elect to defer a maximum of one (1) week vacation entitlement to the next succeeding year provided the employee has an annual entitlement of greater than two (2) weeks.



- 12.8 For the health and welfare of its employees, the Township believes that the taking of vacation is important. Therefore, unless so authorized by a Resolution of Council, employees will not be paid-out all or any part of his/her annual vacation entitlement.
- 12.9 Employees who are eligible for vacation, and are dismissed for cause or resign without giving proper notice in accordance with the provisions of this Policy, shall receive vacation pay at the amount accrued at the date of termination or resignation as provided for by the *Employment Standards Act*.
- 12.10 Notwithstanding paragraph 12.9 above, upon retirement or termination of employment, an employee providing proper notice and eligible for vacation, shall receive vacation pay accrued to the date of retirement / termination and shall receive the value of his/her entitlement for the current year based on the years of employment as defined in Section 12.2 and not the minimum pursuant to the *Employment Standards Act*.
- 12.11 Prior to April 1<sup>st</sup> of each year, employees shall submit their vacation requests to their Department Head. Giving full consideration to the operational requirements of the department, the Department Head shall determine the vacation schedule. An annual vacation schedule will be prepared and updated as necessary.
- 12.12 All vacations are subject to the approval of the Department Head and CAO.
- 12.13 Days defined as statutory holidays shall not form part of any vacation period provided herein. If a designated holiday falls within an employee's vacation period, they shall be granted an additional day.
- 12.14 All part-time and other employees will receive four (4) percent of their gross bi-weekly pay in lieu of vacation leave with pay. Should these employees opt to accumulate their vacation pay, the request must be received in writing.

### **13.0 DESIGNATED HOLIDAYS**

- 13.1 The following days shall be designated holidays for full-time employees and notwithstanding the provisions of Section 13.4 and 13.5 below, shall be paid at the normal rate of pay:

New Year's Day  
Family Day  
Good Friday

Labour Day  
Thanksgiving Day

Easter Monday  
Victoria Day  
Canada Day  
Civic Day

Remembrance Day  
Christmas Day  
December 26  
Float Day

A Float Day shall be taken on a mutually agreeable day to the employee and the Department Head. Float day hours are based on the employee's regular work week.

- 13.2 In the event that a new statutory holiday is proclaimed by the Federal or Provincial Governments, that day so proclaimed shall become a designated holiday for the purpose of this Policy.
- 13.3 When any of the designated holidays occur on a Saturday or Sunday, the preceding Friday or the following Monday, as determined by the Municipality, shall be recognized as the day off with pay.
- 13.4 An employee shall not be eligible for pay for a designated holiday if the employee is not at work on the regular scheduled working day preceding and the regular working day immediately following the designated holiday unless the employee is otherwise approved on leave of absence with pay (i.e. sick leave, bereavement leave, jury duty, vacation).
- 13.5 Any employee on an approved leave of absence without pay including short-term or long-term disability or receiving Workplace Safety & Insurance Benefits shall not be eligible for pay for any designated holiday that falls within the period of such leave.
- 13.6 Where a non-statutory holiday falls on a day that requires the employee to work in order to provide necessary Township services, the Department Head may authorize another workday as the paid day off.
- 13.7 Save and except full-time employees and unless otherwise approved, municipal, including part-time and other employees, may be eligible for statutory holidays in accordance with the Public Holidays provisions of the *Employment Standards Act*, however they do not qualify for any other designated holidays including a Float Day.
- 13.8 Annually, the administration offices will be closed to the public for the Christmas break, commencing the working day prior to December 25 (at noon). Therefore, employees working at the administration offices acknowledge that they should reserve three (3) annual vacation days for the break so there is no deduction to their bi-weekly pay schedule.

## **14.0 SICK BENEFITS AND INSURANCE**

- 14.1 Each employee shall be entitled up to a total of five (5) sick days (hours based on the employee's regular work week) in one year for the sole purpose of legitimate employee illness. For greater clarity, the employee shall not be entitled to receive any payment for unused sick days, and the employee cannot accumulate or carry forward sick days from year to year. Of the above-mentioned total sick days, up to twenty (20) hours per year may be utilized for the purposes of attending personal medical appointments or medical appointments for the employee's dependent(s) and the employee will advise the Employer as far in advance as practical of such medical appointments.
- 14.2 In the event the employee's sick leave extends beyond the five (5) day maximum and the employee is entitled to receive short-term disability, sick day bridging of up to five (5) days only may be used if the allotment of the annual sick days has been utilized. The sick day bridging applies only as a top up to allow the employee compensation prior to the qualification of the short-term disability benefit, i.e. the waiting period.
- 14.3 An employee shall confirm with his/her direct supervisor or Department Head immediately each day of his/her absence due to illness to advise that they are unable to work save and except a circumstance where other notification has been given for longer periods of illness.
- 14.4 Any employee absent from work due to illness may be required to submit to the Department Head, or the CAO, a medical certificate (i.e. Doctor's note) from a physician indicating the need for the employee's absence from work. Employees are responsible for third party medical service fees.
- 14.5 The Township agrees to pay the insurance premiums necessary to maintain extended health benefit coverage for eligible full-time employees in the active employ of the Township subject to the terms and conditions of the said benefits. In the event an employee is off work due to an approved leave, the employee's portion of the premium, where applicable, must be remitted by the employee in advance, or in the event of unforeseen circumstances an Immediate Family member may make payments, in order to retain benefit coverage. Any dispute regarding entitlement to benefits are between the employee and the insurer.
- 14.6 The Municipality provides self-insured Vision Care Plan coverage. The Vision Care provides coverage for full-times employee and their spouse or an eligible dependent as follows: 100% up to a maximum of \$200

each, for a maximum benefit of \$400, during any twenty-four (24) month period and may include eyeglass frames and lenses, contact lenses, prescription safety glasses or prescription sunglasses. There may be coordination of benefits however the township's self-insured coverage payment will not exceed the expenses incurred. Employees must submit the original purchase receipt, and if requested, the prescription, for payment authorization. No coverage is payable for eye tests or examinations. Council reserves the right to alter the Township's Vision Care Plan.

## **15.0 LEAVE OF ABSENCE - PERSONAL**

- 15.1 (a) In accordance with the personal emergency leave provisions of the *Employment Standards Act*, an employee may seek a leave of absence without pay for a period of up to ten (10) working days annually by submitting a written request to his/her Department Head. Any request for unpaid leave of absence exceeding ten (10) days shall be submitted in writing to the CAO and/or Council for approval.
- (b) Where the employee requesting an emergency leave of absence under this section is a Department Head, the CAO shall receive the request in writing, or in the case of CAO, Council shall receive the request in writing.
- 15.2 An employee may be granted an extended unpaid leave of absence, in excess of ten (10) days, and the request for such leave shall be submitted in writing, with the reasons therefore, to the CAO. The CAO, in consultation with the Department Head, shall consider whether the leave is to be granted giving full consideration to the operational requirements of the Municipality. A written response including benefit coverage requirements will be directed to the employee, advising of the Municipality's final decision.

## **16.0 LEAVE OF ABSENCE - BEREAVEMENT**

- 16.1 A paid leave of absence up to four (4) working days shall be granted for the purpose of making arrangements and or attending the funeral of a member of the employee's Immediate Family. Should bereavement leave be required during an employee's vacation, bereavement leave shall not affect the amount of time earned as vacation by the employee.

- 16.2 A paid leave of absence up to three (3) working days shall be granted for the purpose of making arrangements and/or attending the funeral of a member of the employee's extended family. Should bereavement leave be required during an employee's vacation, bereavement leave shall not affect the amount of time earned as vacation by the employee.
- 16.3 Extended family shall mean father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchildren including all step / common law relations.
- 16.4 A paid leave of absence for one (1) working day may be granted for the purpose of attending the funeral of a member of the employee's family not considered in Section 16.1 and 16.2 above, that being uncle, aunt, niece, nephew, and cousins including all step / common law relations or a close friend.
- 16.5 Days off for bereavement leave other than those as provided herein, shall be without pay, unless authorized by the Department Head or CAO.
- 16.6 An employee may use one (1) of the three (3) or four (4) days described above for bereavement leave at a later time for the purposes of attending the interment of the deceased.
- 16.7 For the purposes of bereavement leave, an employee may be entitled to one (1) additional day to attend an immediate or extended family member's funeral should the funeral be held beyond a two hundred and fifty (250) kilometer radius from the employee's principal residence.

## **17.0 LEAVE OF ABSENCE - PREGNANCY / PARENTAL LEAVE**

- 17.1 The Municipality shall grant unpaid pregnancy and/or parental leave in accordance with the provisions of the *Employment Standards Act, 2000*. The request shall be received in writing in advance of the leave.
- 17.2 Where an employee does not intend to resume duty after the approved leave, the employee's resignation shall be given in accordance with the terms of employment outlined in Section 5.0 of this Policy.
- 17.3 During the period of the employee's pregnancy or parental leave, the Municipality will continue to contribute to any prescribed insurance plan unless the employee provides the Municipality with written notice that the employee does not intend to pay, where applicable, his/her portion of contributions.

## **18.0 LEAVE OF ABSENCE - OTHER LEAVES**

- 18.1 All employees requiring attendance for jury selection or service as jurors or a subpoenaed witness and, if required to work, shall be granted paid leave of absence for that purpose, provided the employee reports for work when not actually required for court duty. The compensation received for Jury Duty, not including mileage, shall be paid to the Municipality. If requested by the Department Head, the employee, upon returning for work, shall present a certificate showing the period of the court service. If the employee does not comply with the aforementioned, he/she shall forfeit all rights to claim any compensation from the Municipality for the period absent from work.
- 18.2 All employees shall be entitled to Reservist Leave in accordance with the provisions of the *Employment Standards Act*. The employee must provide their Department Head with reasonable written notice of the day on which he/she will begin and end their leave.
- 18.3 Approved leaves of absence not listed in this Policy may be charged against accumulated overtime or vacation or taken without pay. In some cases, other leaves may be deemed appropriate for payment by the Municipality depending on the nature of the leave. Payment by the Municipality in these cases will be upon recommendation of the Director and /or CAO and shall be approved by Council.

## **19.0 RECOGNITION (YEARS OF SERVICE)**

- 19.1 The Township shall formally recognize all full-time employees achieving the completion of the following years of service:

<u>Completion of</u>	<u>Award</u>
5 years of service	\$30 value
10 years of service	\$50 value
15 years of service	\$75 value
20 years of service	\$100 value
25 years and beyond (5 year intervals) of service	\$150 value

## **20.0 CONTINUING EDUCATION, MEMBERSHIP AND LICENSES**

- 20.1 In order to increase the current job performance of its employees and to expand the potential for assuming increased responsibilities, it is the policy of the Municipality to assist its employees in the upgrading of their skills, knowledge and qualifications. The Municipality also recognizes the need for, and the benefits that accrue from, membership in relevant organizations and from effective training and development programs. These benefits include raising performance levels of individual employees and improving the general quality of performance of municipal employees.
- 20.2 Each year, Department Heads shall establish a budget for their employees' training and development based on the Municipality's needs including any special requirements to accommodate the needs of an employee with a disability. The CAO shall authorize, in writing, all training and development requests. Upon such recommendation, Council shall, through the annual budget, approve monies for continuing education and memberships for employees.
- 20.3 An employee must have successfully completed his/her probationary period before consideration will be given by the Department Head to approving his/her attendance at any continuing education course.
- 20.4 The Department Head shall have authority to submit training and development requests, to the CAO, for an employee to enroll in a course or training, provided the cost of the course is included in the annual training budget, in accordance with Section 20.2 above.
- 20.5 A non-management employee will be eligible for continuing education as approved through the annual budget and in accordance with this Policy. Should the employee's Department Head deem a training opportunity relevant to the employee's position, his/her promotion or in the best interests of the Township, consideration will be given to additional continuing education funding provided that:
- (a) The employee and Department Head review the course outline and material to ensure that the course is in-line with or directly related to the employee's work and or the future promotion of the employee.
  - (b) The Department Head shall then make a recommendation to the CAO. The CAO shall review and approve the course material.

- 20.6 Notwithstanding Section 10.0 of this Policy, an employee attending an education or training course or portions thereof for which the Township pays the total gross cost, including salary, is not entitled to receive any additional time-off in lieu or payment thereof.
- 20.7 If not pre-paid by the Municipality, and as applicable, the employee shall be reimbursed, upon supplying the Finance Department with satisfactory proof including acceptable receipts, the following:
- (a) Successful attendance/passage of the course(s), tuition and registration;
  - (b) Examination fees and other similar fees such as books and course material; and,
  - (c) Reasonable boarding costs; meals to a maximum of eighty dollars (\$80) daily including gratuity with no reimbursement for alcohol, and mileage expense in accordance with Section 22.0.
- 20.8 With the exception of legislated mandatory training, when an employee attends an education or training course or portions thereof for which the total gross cost to the Municipality, excluding salary, exceeds seven hundred and fifty dollars (\$750), the employee shall agree to remain in the employ of the Township for a period of one (1) year following the completion of the course. In the event the employee does not complete this requirement, he/she shall reimburse the Township at the rate of ten percent (10%) of the total Township's cost for each month or part thereof of the requirement not fulfilled, to a maximum of the total gross cost. Notwithstanding the *Employment Standards Act* with respect to withholding, it is agreed that the Township shall be reimbursed for these costs or part thereof from the employee's final pay.
- 20.9 The Municipality shall pay Department Heads' membership fees, including a professional designation, up to a maximum of two (2) professional associations each year and as approved in the annual budget. Upon written recommendation by the Department Head to the CAO, the Municipality may pay membership fees for an employee, up to a maximum of one (1) professional association each year and as approved in the annual budget. Employees are responsible to adhere to any Income Tax Act requirements resulting from the Municipality's payment of fees.
- 20.10 At the discretion of the CAO, and as approved by Council in the annual budget, the CAO and Department Heads may attend an annual job-related convention or conference, and the Municipality will pay or



reimburse reasonable costs associated with attendance including registration fees, meals to a maximum of eighty dollars (\$80) daily including gratuity, hotel accommodation, mileage or travel costs upon presentation of acceptable receipts. There will be no compensation for alcohol.

- 20.11 With the exception of an employee's personal driver's licence, the Municipality shall reimburse employees for the renewal of licenses, certificates, endorsements and vaccines as required in the performance of their duties. The Municipality shall reimburse employees upon presentation of acceptable receipts, in the current year, and to an annual budgeted maximum as agreed by the Township.
- 20.12 All employees shall have and maintain valid licenses, certificates and endorsements related to their work. An employee shall be responsible to report the loss of any licenses, certificates and/or endorsements to his/her immediate supervisor. Failure of an employee to maintain the required licenses, certificates and/or endorsements may result in an employee being laid off and possibly terminated.
- 20.13 The employee must meet all course criteria, including the successful passage and documentation thereof, and submit proof for their personnel file or they may forfeit the right to claim any compensation from the Municipality and/or, if the course was pre-paid, and notwithstanding the *Employment Standards Act* with respect to withholding, it is agreed that the Township shall be reimbursed for these costs, or part thereof, from the employee's pay and within the applicable calendar year.

## **21.0 SAFETY EQUIPMENT**

- 21.1 In accordance with the *Occupational Health and Safety Act* or any other applicable legislation, employees shall wear or use safety equipment supplied and/or contributed by the Municipality.
- 21.2 As required for applicable employees, the Municipality shall provide the following clothing:
- (a) Traffic Safety Vests;
  - (b) Coveralls;
  - (c) Safety Goggles, Gloves, etc., and
  - (d) Up to \$200 per annum towards the purchase of Safety Boots.

Replacement of the above mentioned items shall be dependent upon the condition of the safety equipment being replaced. The Department Head shall make any such final determination.

- 21.3 Employees who contravene Section 21.1 above may be disciplined up to and including termination without pay by their Department Head for a maximum of two (2) days per occurrence.
- 21.4 All employees are responsible for ensuring they are familiar with the provisions of the *Occupational Health and Safety Act* and their responsibilities pertaining thereto.

## **22.0 MILEAGE / TRANSPORTATION POLICY**

- 22.1 An employee using his/her vehicle in the performance of Township related business, other than the normal transportation to and from work, shall be reimbursed on the basis of current mileage allowance as approved by Council which is in accordance with the rates established by the United Counties of Stormont, Dundas and Glengarry.
- 22.2 The positions of Public Works Director, Public Works Supervisor, Fire Chief, Building Official and/or any other position as deemed appropriate by Council, may be provided with a Township owned vehicle for the performance of his/her duties. The Lead Hand may be provided with a Township owned vehicle for the purposes of on-call, in which case the vehicle may be kept overnight at their home.
- 22.3 Employees utilizing Township-owned vehicles shall use such vehicles exclusively for Township related business. A Township owned vehicle may be subject to Canada Revenue Agency Taxable Benefits and Allowances.
- 22.4 An employee using his/her vehicle in accordance with Section 22.1 above shall receive reimbursement for mileage traveled as approved by the respective Department Head and must submit a travel expense report each month or quarterly for authorization of payment.
- 22.5 Notwithstanding the foregoing, employees traveling on Township business shall be reimbursed for transportation to and from the destination, however, the maximum eligible transportation costs shall be the lesser of the established per kilometer rate or any other appropriate method of travel.

## **23.0 CELLULAR PHONES AND CREDIT CARDS**

- 23.1 It is policy of the Township to provide Department Heads and other persons as designated, and approved by the CAO, with company cellular phones and/or company credit cards.
- 23.2 The use of Township cellular phones and telephones, and the use of the Township credit cards are restricted to Township business only. Unauthorized personal use of Township phones and/or credit cards may require reimbursement by the employee to the Township.
- 23.3 Immediately upon an employee resigning from or having his/her employment with the Municipality terminated, the Township's cellular phone and/or the Township credit card must be returned.
- 23.4 In the event the Township's cellular phone and/or credit card is stolen or lost, the employee shall immediately report such loss to the Municipality.

## **24.0 RULES OF CONDUCT**

- 24.1 The Municipality believes that employees will act fairly and reasonably at all times and may, from time to time, establish a Code of Conduct Policy. Accordingly, it is for the protection of that majority that the following activities and practices are expected by all employees:
- (a) Conduct themselves in a friendly, courteous and professional manner with all co-workers;
  - (b) Maintain the highest ethical standards and refrain from gossip;
  - (c) Contribute to the efforts of the Municipality and offer assistance wherever required, whether or not such assistance falls within the normal duties of the job;
  - (d) Cooperate freely;
  - (e) Do his/her part to ensure the smooth operation of Township business;
  - (f) Be honest, trustworthy, reliable and dependable in fulfilling all of his/her duties; and
  - (g) Take direction from and work cooperatively with the Department Heads.

- 24.2 Employees are responsible for complying with the Rules of Conduct contained herein and any other established Code of Conduct Policy during working hours and at work-related functions that take place outside of business hours.
- 24.3 The Municipality expects a standard of dress and grooming from employees that is reasonable and appropriate under the circumstances.
- 24.4 In accordance with the established Township of South Stormont's Workplace Violence and Harassment Policy and Program, the Municipality will not permit harassment of any employee. Proven harassment will result in disciplinary action up to and including termination.

## **25.0 COMPLAINT PROCEDURES**

- 25.1 In the interest of maintaining fair and equitable treatment for all employees, the general procedure for complaints pertaining to all employee matters shall be reported to their Department Head, or immediate supervisor if applicable.
- 25.2 Should a Department Head be unable to resolve a concern or complaint, or the concern or complaint involves the Department Head, a written complaint shall be forwarded to the CAO.
- 25.3 Should the CAO be unable to resolve the concern, or the concern or complaint involves the CAO, a written complaint shall be forwarded to Council. The Mayor may investigate the complaint and, if deemed necessary, Council may meet with the employee and any others involved. Where practicable, a written decision will be provided to the employee within ten (10) working days.
- 25.4 If required, the disposition of any complaint, as determined by the members of Council, shall be final.

## **26.0 CONFLICT OF INTEREST**

- 26.1 It shall be the responsibility of the employee:
- (a) To not breach public trust.
  - (b) Pursuant to the approved Procurement Policy, to not participate in any decision or make or promote any recommendation to his/her

Department Head, CAO or Council on any matter in which they or their Immediate and/or Extended family members (defined herein) have any financial interest.

- (c) Not engage in any outside work or business undertaking:
  - i) That will interfere with his/her regular duties;
  - ii) That he/she has an advantage derived from employment with the Township; and
  - iii) That utilizes Township property, equipment, associated with the discharge of his/her official duties.
- (d) As soon as an employee becomes aware of any conflict or potential conflict, he/she shall report the action immediately to his/her Department Head.

26.2 Employees who engage in, or knowingly fail to report a conflict of interest as outlined in this Policy shall be subject to disciplinary action up to and including termination of his/her employment.

26.3 Employees must not accept gifts, entertainment or other personal favours beyond common courtesies from suppliers, others with whom the Municipality has business dealings or others connected directly or indirectly with the performance of his/her duties as a township employee.

26.4 In addition to the Conflict of Interest contained herein, as determined by the Department Head or CAO, employees of some departments may be required to swear or affirm an oath of secrecy or confidentiality.

26.5 The use of Township owned equipment and tools for personal purposes is strongly discouraged and is prohibited without express permission from the Department Head.

26.6 All Township information technology (IT) resources are to be used only for creating, researching and processing Township related business. Employee's occasional personal use is restricted and is described in detail in the Municipality's policies including Email and Internet Policy, Social Media Policy, etc. All employees must comply with the Municipality's IT policies.

## **27.0 CONFIDENTIALITY**

- 27.1 No employee shall engage in discussions, communications or activities involving the transfer or exchange of information or materials/documents considered confidential by the Township. Such information or materials and documents include but are not limited to personnel information, legal matters, caucus matters, etc. as Council may, from time to time, determine.
- 27.2 The employee shall not disclose to anyone outside the employ of the Municipality, without written permission from the Municipality, any aspect of the Municipality's business except as required in the course of performing their duties and responsibilities of their job with the Municipality. The restrictions placed on the employee's disclosure of such information survive their resignation from or the termination of employment with Municipality.
- 27.3 After the termination of his/her employment for whatever reason, the employee shall promptly return to the Municipality any of the Municipality's information, materials and other property that may subsequently be in the employee's possession, without further request from the Municipality.
- 27.4 The employee shall not copy or reproduce any information obtained as a result of or in connection with the employee's performance of their work with the Municipality, by any means whatsoever without the express written consent of the Municipality or except as required by his/her duties. All such permitted copies shall contain any proprietary and confidential notices that appear on the originals of the information.
- 27.5 Any of the Municipality's procedures, opportunities, projects, publications or potential developments are and shall continue to be the property of the Municipality notwithstanding that the employee may have worked in connection therewith, or may have been responsible therefore. Any such procedures, opportunities, project, publications or potential developments that he/she may work on or develop as part of his/her work with the Municipality are and shall continue to be the property of the Municipality as a "work for hire" under the copyright law.
- 27.6 Employees who engage in, or knowingly fail to abide by all Township policies shall be subject to disciplinary action up to and including termination of his/her employment.

## **28.0 PROHIBITED ACTIVITIES**

28.1 The following activities and practices are strictly prohibited and may result in disciplinary action, up to and including termination:

- (a) Reporting to work or working in an intoxicated state or using illegal substances during working hours.
- (b) Removal from the premises of Township owned items or items owned by other employees without specific permission.
- (c) Physical or verbal abuse of, or threats towards other employees; refer to the Township of South Stormont's Workplace Violence and Harassment Policy and Program.
- (d) Flagrant disregard of any safety rules.
- (e) Being convicted of a criminal offence related to the employee's work or being unable to work for an extended period because of any criminal conviction.
- (f) Willful and malicious damage to property.
- (g) Violations of the Ontario Human Rights Code.
- (h) Nothing in the above section prevents the Township from implementing disciplinary measures for activities which, while disruptive, do not meet the criteria for prohibited practices.

## **29.0 FREEDOM OF INFORMATION**

29.1 The Township complies with the *Municipal Freedom of Information and Protection of Privacy Act* and will provide requested information according to the provisions of that Act and as outlined in the Municipality's applicable by-law.