

NO. 2020 -

**BEING A BY-LAW TO ESTABLISH CONSOLIDATED CORPORATE
HUMAN RESOURCES POLICIES FOR EMPLOYEES OF THE
MUNICIPALITY OF KINCARDINE**

WHEREAS Sections 8 (1) and 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provide that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues and has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Council of The Corporation of the Municipality of Kincardine deems it expedient to establish consolidated Corporate Human Resources Policies for employees of The Municipality Of Kincardine;

NOW THEREFORE the Council of The Corporation of the Municipality of Kincardine **ENACTS** as follows:

1. That the Consolidated Corporate Human Resources Policies for Employees of The Municipality Of Kincardine, attached hereto as Schedule 'A', and forming part of this by-law, be adopted.
4. This by-law shall come into full force and effect upon its final passing.
5. This by-law may be cited as the "Consolidated Corporate Human Resources Policies (2020)".

READ a FIRST and SECOND TIME this 19th day of February, 2020.

READ a THIRD TIME and FINALLY PASSED this 19th day of February, 2020.

Mayor

Clerk



CONSOLIDATED CORPORATE HUMAN RESOURCES

POLICIES FOR EMPLOYEES OF

THE MUNICIPALITY OF KINCARDINE

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The aforementioned Schedules are attached hereto and form part of these policies.

1.0 DEFINITIONS

1.1 In these policies, the following definitions will be used:

- (a) **Anniversary Date**
Anniversary date shall mean the date upon which the employee becomes a regular full-time or regular part-time.
- (b) **Bona fide Retirement**
An employee is deemed to have a bona fide retirement if they have continuous service greater than 10 years. The intent of this definition is to recognize and reward employees who truly retire and not those who invoke their own terminate.
- (c) **C.A.O.**
The term "C.A.O." means the Chief Administrative Officer of the Municipality of Kincardine.
- (d) **Casual Employee**
The term "Casual Employee" means any person who works on an irregular basis or on a call-in basis as required from time to time by the Corporation. Casual Employees shall not receive benefits or P.I.L.B.
- (e) **Contract Employee**
The term "Contract Employee" shall apply to any individual who agrees, by means of a formal employment contract, to provide services to the Corporation for a specific period of time for a set amount of remuneration.

In no event will an employment contract be written for a period in excess of one year. Further, contract positions are entitled to a payment in lieu of benefits at a rate of 12 ½%. Contract employees do not accrue or accumulate service/seniority with the Corporation. All employment contracts must have budget approval in conjunction with the Senior Manager and Human Resources sign-off.
- (f) **Corporate Services**
The term "Corporate Services" means Council to which the Human Resources Department reports.
- (g) **Corporation**
This term refers to The Corporation of the Municipality of Kincardine.
- (h) **Council**
Council shall mean the Mayor and elected officials of the Corporation of the Municipality of Kincardine.
- (i) **CPI**
Consumer Price Index. The CPI is tracked by utilizing federal statistics of the Canadian rate on an October to October basis. Note: the October CPI is released in November.
- (j) **Dual Job Employee**
A dual job employee is a regular full time employee that works two separate regular part-time positions in a 12 month period.
- (k) **Employee**
The term "Employee" means any person employed by The Corporation of the Municipality of Kincardine and who receives remuneration through payroll, for services provided.
- (l) **Employees Group**
Employees Group (re: negotiations) shall mean all regular full-time and regular part-time employees (with the exception of volunteer firefighters, contract workers and casual employees).

- (m) **Employer**
The term “Employer” means The Corporation of the Municipality of Kincardine.
- (n) **ESA**
Employment Standards Act
- (o) **Gender**
The designation “she” or “he” shall be interchangeable throughout this documentation and shall be deemed to mean a “person” as defined under the Canadian Charter of Rights.
- (p) **Human Resources Committee**
The term “Human Resources Committee” consists of the CAO, Director of Parks & Recreation, Manager of Human Resources and Treasurer/Director of Finance.
- (q) **Human Resources Department**
The term “Human Resources Department” means the administrative department staffed by the CAO, Executive Assistant and Manager of Human Resources.
- (r) **Immediate Family**
The term “Immediate Family” means spouse, grandmother, grandfather, father, mother, brother, sister, child or grandchild, stepparents, step brother/sister, step child, father-in-law or mother-in-law of the employee sister-in-law, brother-in-law, aunt, uncle, niece, and nephew. Common law and same sex spouses shall be deemed to be spouses.
- (s) **Job Evaluation Committee (J.E.C.)**
The term “Job Evaluation Committee” shall mean a committee appointed by the Human Resources Department to make an independent evaluation of job task listings in accordance with the Jobchart International System. The JEC shall be representative of the workforce.
- (t) **Municipality**
The term Municipality” means The Corporation of the Municipality of Kincardine.
- (u) **OMERS**
The term “OMERS” means the basic pension plan provided by the Ontario Municipal Employees Retirement System.
- (v) **Overtime**
“Overtime” means any authorized hours in accordance with Section 12.
- (w) **P.I.L.B**
PILB shall mean payment in lieu of benefits (12 ½ %)
- (x) **Probationary Employee**
The term "Probationary Employee" shall apply to all persons appointed to regular full-time and regular part-time positions until such time as they have successfully completed all the requirements outlined in Section 10.0 Probation.
- (y) **Red Circling**
Red Circling shall mean the temporary freezing of an employee’s wage rate until such time as the grid catches up to the rate.
- (z) **Regular earnings**
The term “Regular earnings” shall mean the basic pay to an employee, and does not include overtime earnings, vacation pay, shift differential, stand-by pay, meeting allowance, bonuses, workers' compensation benefits, long term disability payments, or lump sum payments, but does include retroactive pay adjustments for basic pay.

(aa) **Regular Full-time Employee**

The term "Regular Full-time Employee" shall apply to any employee who is engaged for an indefinite period of time and is regularly scheduled to work not less than 35 hours per week.

(bb) **Regular Part-time Employee**

The term "Regular Part-time Employee" shall apply to any employee who has been employed to work for an undetermined duration on a regular year round basis and whose hours of work are consistently less than the standard work week for the appropriate or comparable full-time classification.

(cc) **Seasonal Employee**

The term "Seasonal Employee" shall apply to any employee who has been employed to work for a specific season on an automatic recurring basis and whose weekly or daily hours may vary within the maximum permissible under legislation.

(dd) **Senior Manager**

The term "Senior Manager" shall apply to and include all employees designated by the titles: Chief Administrative Officer, Director of Public Works, Treasurer/Director of Finance, Clerk, Director of Building & Planning/CBO, Director of Parks & Recreation and the Fire Chief.

(ee) **Shift Premium**

Shift Premium is paid to employees who work outside their normal working hours and do not receive overtime for these hours.

(ff) **Students**

Students shall mean an individual who works their regular scheduled school vacation period.

(gg) **Volunteer Fireperson**

Covered under the Fire Department Regulating By-Law.

2.0 EMPLOYER RIGHTS

- 2.1 The Employer has and shall retain the exclusive right to govern the affairs of the Municipality.
- 2.2 The Human Resources function shall be managed by the Human Resources Department of the Municipality.
- 2.3 The Human Resources Department shall have the right to minor interpretations of these policies.
- 2.4 The Employer in exercising the aforesaid function shall do so in accordance with the provisions of these policies, and all applicable laws of the Province of Ontario.
- 2.5 Nothing in these policies shall be construed as imposing any personal liability upon an individual who is an employee of the Municipality of Kincardine to administer policies of the Municipality of Kincardine.

3.0 REGULAR REMUNERATION

- 3.1 Employees shall receive remuneration for their position. Effective the 1st day of January annually, the salary ranges for each pay grade set out in Schedule "H" shall apply for those who qualify.
- 3.2 Each employee shall receive his/her pay on pay day; pay day being biweekly. For employees who receive an annual salary, their biweekly pay shall be determined by dividing their annual salary by the number of pay periods in the particular year.

- 3.3 The pay period for the Municipality shall commence at 12:01 a.m. on the Sunday of every other week.
- 3.4 Employees must have their pay deposited directly to their bank account.
- 3.5 When an employee begins work with the Corporation, the necessary forms will be completed to facilitate direct deposit. It will be the responsibility of the employee to inform the Treasury Department of any change to banking information.
- 3.6 All retroactive increases in wages and salaries shall be paid to the employees within four weeks of the date of the passage of the by-law adopting the salaries.

4.0 JOB CLASSIFICATION AND EVALUATION

- 4.1 The Human Resources Department shall be responsible for ensuring that personnel are classified initially in accordance with Schedule H in this document. Grade and Salary levels for new positions shall be established prior to hiring utilizing the Jobchart System.
- 4.2 The Human Resources Department will establish rates of pay and shall confirm these decisions at the next regular scheduled meeting of the Job Evaluation Committee.

5.0 NEW POSITION CREATION

Coverage: All positions in the Corporation

Statement: The Corporation will develop new positions within the Municipality in a consistent manner.

5.1 Procedure:

- (a) When the need for a new position arises, the Senior Manager develops a task list in consultation and conjunction with the Human Resources Department as per the Jobchart International format. The Human Resources Department provides a draft in an accepted Municipality format.
- (b) The Draft Task List is presented to the Chief Administrative Officer for review and approval of content.
- (c) The position is evaluated by the Human Resources Department and then re-evaluated at the next regular scheduled meeting of the Job Evaluation Committee. Any increase as a result shall be retroactive to the hire date.
- (d) In the event that the J.E.C. evaluates a position lower than the posted rate (with review statement in posting) the job holder's rate will be red circled at that time.

6.0 RECRUITMENT & HIRING POLICY

Coverage: All regular full-time, regular part-time, recurring seasonal, casual and contract employees.

Statement: The Corporation will diligently practice fair and consistent hiring practices, and will work to ensure that these practices are followed in all areas.

6.1 Procedure

- (a) Council shall appoint the Chief Administrative Officer and all Senior Managers by by-law.
- (b) All other positions shall be hired by the Senior Manager within their approved budgets, in cooperation with the Human Resources Department.

- (c) The Volunteer Firefighters hiring process is regulated by the Establish and Regulatory Fire Department By-Law.

7.0 NEPOTISM & COUNCIL RELATIONS

Policy Statement:

This policy has been created to eliminate any hiring practice that may have the potential of conflict (real or perceived), when recruiting, managing or terminating employees of the municipality.

Specifically, this policy will outline both nepotism and councillor relations with respect to our human resources procedures.

7.1 Section 'A' Nepotism:

1. Recruitment and hiring shall not take place if it would create a supervisory relationship in the recruiting department between immediate family members as defined in the consolidated personnel policies.
2. To clarify this nepotism position, it is also made clear that section #1 does not apply to other departments of the municipality if the family relationship does not have a potential conflict with the supervisory relationship.

7.2 Section 'B' Council Relations

1. Any family relations (immediate family as defined in the consolidated personnel policies) of a member of Council may apply to the Corporation for employment subject to:
 - A. The Council member (whose relation has applied) may not participate, comment or apply any influence in the human resource hiring process.
 - B. In order to avoid a nepotism conflict, Councillors' immediate family will not be eligible for positions of Senior Managers or higher in the Corporation.

7.3 Section 'C' Nepotism and Council Relations Interpretation

- Step #1: All interpretations of this policy shall be referred to the Human Resources Department of the Municipality of Kincardine.
- Step #2: Appeals to Step #1 decisions shall be made within seven days, in writing, to the Corporate Services Committee.
- Step #3: All decisions of the Corporate Services Committee shall be final and not subject to appeal. Decisions of the Corporate Services Committee shall be in writing and available within thirty-one days of the submitted appeal request.
- Step #4: Corporate Service's decision shall be communicated to Council.

8.0 VACANCIES

- 8.1 Vacancies for positions in the Municipality of Kincardine shall be initially advertised internally for five (5) business days. If a suitable qualified candidate cannot be found internally, then the position shall be advertised externally through available channels.
- 8.2 Internal vacancies are open to all qualified Municipality of Kincardine employees, which include:
 - Regular Full-time
 - Regular Part-time
 - Seasonal (Recurring)
 - Employment Contract and Casual employees that have accumulated more than 910 hours
 - Volunteer Firefighters

- 8.3 Students are excluded from internal postings.
- 8.4 Probationary employees can not apply for positions that are advertised internally until their probation period is complete or the position is advertised externally, whichever comes first.
- 8.5 The term “qualified candidate” shall mean a person who meets the standards as outlined in the job posting.
- 8.6 The employer will consider existing qualified employees prior to considering external candidates.

Note: The Municipality has the right to hire the best candidate for the job based on qualification and interview performance.

- 8.7 The Senior Manager shall in cooperation with the Human Resources Department establish job posting requirements and qualifications. The minimum standard shall be Grade 12 and/or industry related experience.
- 8.8 If there is a change in the status of a position currently held by a regular part-time or recurring seasonal employee to fulltime, and the incumbent current regular hours are 50% or greater of the new required regular hours, the employee will be offered the fulltime position due to their current standing with the Municipality.

9.0 INTERVIEW PROCEDURES

- 9.1 For the C.A.O. position, the interview team shall consist of the Mayor, Council and an external consultant.
- 9.2 For Senior Manager positions under the direct supervision of the C.A.O., the interview team shall consist of the Mayor, Committee Chairperson, Chief Administrative Officer and one external consultant.
- 9.3 For supervisory positions the interview team shall consist of the Human Resource department (2 members) and the senior manager.
- 9.4 For other regular full-time, regular part-time, casual, contract and seasonal positions the interview team shall consist of the senior manager, departmental representative and the Human Resources Department (1 member). Please note for positions in Group 4 or less, the Senior Manager may appoint an alternate.
- 9.5 Student interview teams shall consist of a minimum of two permanent full-time departmental employees.
- 9.6 Reference checks:

- (a) Reference checks are conducted to obtain additional or substantiating information concerning an applicant.
- (b) Personal and professional reference checks will be undertaken on all prospective employees by the Human Resources Department or by the Departmental representative prior to any formal offer of employment.

9.7 Employment Market Demands

To meet employment market demands it may be required to negotiate with the preferred candidate

- (a) Payment of moving expenses, wages and vacation shall be decided on a case-by-case basis by the Human Resources Department.

10.0 **PROBATION**

Coverage: All Regular Full-time and Regular Part-time Employees

Statement: All newly hired employees shall be subject to a probationary period from the date of hire.

10.1 (a) **Full-time Employees**

Regular full-time employees shall be on probation for six months from the most recent date of hire as a full time employee.

Prior to the completion of the probationary period, the Senior Manager shall review the performance during the probationary period with the employee and advise the Human Resources Department of the employment continuation decision. The employee and senior manager will be notified in writing regarding the Human Resources Department decision.

(b) **Part-time Employees**

Regular part-time employees shall be on probation for a period of 910 working hours from the most recent date of hire.

Prior to completion of the probationary period, the Senior Manager shall review the performance during the probationary period with the employee and advise the Human Resources Department of the employment continuation decision. The employee and senior manager will be notified in writing regarding the Human Resources Department decision.

10.2 **General**

- (a) It is the responsibility of the Senior Manager to ensure that the performance of a probationary employee is monitored and the proper documentation completed and forwarded to the Human Resources Department.
- (b) The decision to dismiss a probationary employee will be made by the Senior Manager in consultation with the Human Resources Department and Council will be notified.
- (c) After completion of the probationary period, seniority for the purpose of salary grid increases shall be effective from the employee's most recent date of hire.
- (d) Longstanding employees who have worked greater than 5 years and who are awarded a new Corporation position, shall be subject to a 3 month probationary period. (The original, regular status hire date shall be their seniority date for vacation i.e., your previous anniversary date shall be maintained).
- (e) All new hires will be required to provide a police reference check paid by the Municipality. The Human Resources Department shall review the police reference check to confirm the suitability of the applicant being hired by the Municipality of Kincardine. The police reference check will be the final vetting stage of the hiring process prior to the individual being recommended for employment.

11.0 **HOURS OF WORK**

Coverage: All employees

Statement: In order to administer its affairs as efficiently and effectively as possible, and in the best interest of the general public, the Corporation will establish hours of work, including shift work if required, for all job classifications.

11.1 **Hours of Work**

- (a) “**Day**” shall mean seven hours for those employees employed on a 35-hour per week basis, and shall mean eight hours for those employees employed on a 40-hour per week basis, with the exception of the Davidson Centre “day” shall mean ten hours for the Inside Maintainers’ employed on a 40-hour per week basis.
- (b) Fifteen minute break periods and a lunch period shall be provided in accordance with the ESA.

11.2 **Flex Time**

- (a) Flex time schedules shall be approved by the Senior Manager. Flex time schedules are a privilege and as such may be withdrawn by the Senior Manager if conditions warrant.
- (b) Core hours must be maintained.

12.0 **OVERTIME, LIEU TIME**

(Non-Management Employees)

- 12.1 (a) Regular full time employees overtime will consist of any authorized hours by an eligible employee in excess of 35 hours in a calendar week for a 35 hour per week employee or more than 40 hours in a calendar week for a 40 hour per week employee.
- (b) Regular full-time employees are paid at 1 ½ times the hourly rate. Lieu time taken means 1 ½ hours off for each hour worked.
- (c) Employees may bank a *maximum number of hours that are equivalent to two (2) normal work weeks. (Ex. non-management employee 80 hours x 1.5 – 120 hours).
- (d) Payment of unused bank time up to November 30 will be included with a December pay; UNLESS payroll has been advised prior to the first pay in December, of the hours that have been approved for time off during the month of December.
- (e) The maximum number of hours accumulated between December 1st and December 31st may be carried over to the next year with senior manager approval.
- (f) Overtime records shall be kept by the senior manager. Please note: the overtime hours shall also be documented on the employee’s timesheet.
- (g) All overtime to be paid must be documented on the timesheets and note hours actually worked not hours to be paid.
- (h) All overtime hours must be authorized by the employee's immediate supervisor in advance. The only exception to this rule is in the case of a working supervisor requiring staff for emergency situations; i.e. snowplowing, pump alarms, etc.

12.2 **Call In**

- (a) Non-management employees are entitled to receive minimum overtime compensation of two hours at time and a half for called-in overtime; i.e. the employee has been called back to work from home. Overtime hours worked as the result of a call in beyond 2 hours, or as an extension of normal working hours for the day shall receive overtime compensation or time off in lieu for each completed thirty (30) minute period worked by the employee.
- (b) On call (dealing with emergency work situations from home)

When a non-management employee, while on call, has to deal with an emergency work situation from their home outside normal working hours, (example:

monitoring water alarms by telephone), the employee shall receive pay based on (30) minutes intervals. (For clarification purposes: 18 minutes = 30 minutes pay; 40 minutes = 60 minutes pay)

Due to the various scenarios that could be created by this situation, the Chief Administrative Officer may have to make minor interpretations to deal with specific situations.

12.3 Regular Part-Time/Recurring Seasonal/Contract/Student/Casual

- (a) Overtime shall only be accumulated if the employee works more than 44 hours in one week.
- (b) Overtime may be banked, with Senior Manager approval, and shall be documented by the Senior Manager.
- (c) Payment of unused bank time up to November 30 will be included with a December pay; UNLESS payroll has been advised prior to the first pay in December, of the hours that have been approved for time off during the month of December.
- (d) All overtime to be paid shall be documented on the bi-weekly timesheets and note hours actually worked not hours to be paid.
- (e) All overtime hours must be authorized by the employee's immediate supervisor in advance. The only exception to this rule is in the case of a working supervisor requiring staff for emergency situations; i.e. snowplowing, pump alarms, etc.
- (f) Overtime shall be paid, or with the consent of the employee, taken off in lieu at time and one-half.

12.4 Senior Management Employees

- (a) This section applies to employees designated as senior management employees in Schedule "D" attached to and forming part of these policies.
- (b) The Municipality will endeavour to provide adequate resources to enable each department to meet the objectives and level of service required without excessive overtime being incurred. Senior Management employees are expected to manage the resources of their department and their own time using proper delegation, time management and other management principles, in order to meet the objectives and level of service established by the Municipality without incurring excessive overtime.
- (c) Senior management employees shall, on a regular basis, keep the Chief Administrative Officer informed of excessive workloads or unyielding deadlines which may cause overtime in order that alternate solutions may be investigated, while ensuring that the objectives and level of service required by the Municipality be maintained. The Senior Manager shall also provide the CAO with proposed solutions and alternatives to assist in solving the problem.
- (d) The Chief Administrative Officer shall be required to report to the Mayor on the subject of his overtime in the same manner as the other management employees do to the Chief Administrative Officer.
- (e) All overtime shall be documented on the bi-weekly timesheets.

13.0 STUDENTS /CASUALS /CONTRACT EMPLOYEES WAGES

Coverage: Students/Casuals/Contract employees' employed by the Corporation

Statement: The Corporation of the Municipality of Kincardine has established wage rates for employees of the Corporation in order to provide consistency among all departments in the remuneration of such employees.

13.1 Contract employees shall be paid step 1 of the pay grid position plus P.I.L.B.

(The probationary period shall be stipulated in the contact).

- 13.2 Casual employees shall be paid 15% less than Step 1 Grade 4.
- 13.3 Students
- | | |
|---------------------------------|--------------------------------|
| All Student Positions | minimum wage + \$1.00 per hour |
| <u>Other</u> | |
| Playground Supervisor | minimum wage + \$1.25 per hour |
| Day Camp Inclusion Co-ordinator | minimum wage + \$3.25 per hour |
| Damp Camp Coordinator | minimum wage + \$3.25 per hour |

14.0 **OFFICE HOURS (All Administrative Departments)**

The normal hours of business for all administrative departments shall be 8:30 A.M. to 4:30 P.M.

15.0 **STAFF TRAINING**

- 15.1 Employees shall be provided with the training necessary to carry out their tasks in a safe and efficient manner. Senior Managers may, within their approved budgets, schedule employees for specific training. The Municipality shall cover 100% (one hundred percent) of the tuition costs for any courses required by the Municipality. The Senior Manager is authorized to approve paid travel time for training functions that are mandated by the Municipality. Completion of a professional development request form is required for approval to attend any training course, meeting, workshop, seminar or conference, prior to registration.
- 15.2 Each Senior Manager shall determine the type of training and the certifications/professional designations required in their department. These decisions shall be reflected in the annual business plan and budget process.
- 15.3 Employee wishing to receive an advance to cover eligible expenses may make a written itemized request and the Senior Manager may authorize an advance up to 85% of eligible expenses. The employee on return must file an expense report showing eligible expenses incurred less the advance along with itemized cash register receipts or other receipt documentation that indicates dates, name of supplier and amount paid including taxes paid. Claims for advances or expense claims shall be paid within 7 days of Accounts Payable receiving a proper completed and authorized form (by manual cheque if necessary).
- 15.4 The employee shall provide the Human Resources Department with a copy of any municipal funded certificate/training course, once received, for the Human Resource’s file.
- 15.5 Existing employees that wish to upgrade their education to minimum Grade 12 standards will be eligible for tuition cost and course material reimbursement. (It is required that the employee complete this course on their own time)
- 15.6 Licence renewal fees (including medical certification payment), as part of job requirement, will be paid by the Municipality excluding “G” licence. AZ licence renewal fees & medical certificate payment will be paid at the discretion of the Department Head.

16.0 **ANNUAL VACATIONS**

- 16.1 All regular full-time employees shall receive annual paid vacations based upon their length of continuous service with the Corporation. Vacation is based on calendar year. Extra week(s) are granted, effective January 1st in the year you reach 3 years, 9 years, 15 years, 24 years and 35 years of service.

Service		Vacation Entitlement	
From date of hire		Granted 2 weeks pro-rated	
January 1 st following year of hire		2 weeks = 10 days	
After three years of continuous service		1 extra week after anniversary date = 3 weeks.	
After nine years of continuous service		1 extra week after anniversary date = 4 weeks	
After fifteen years of continuous service		1 extra week after anniversary date = 5 weeks	
After twenty-four years of continuous service		1 extra week after anniversary date = 6 weeks	
After thirty-five years of continuous service		1 extra week after anniversary date = 7 weeks	
16.2	In year 1 & 2 the 4% vacation entitlement shall cover all regular hours paid including overtime.		
16.3	In year of hire employees may be granted unpaid days off to top up (earned vacation) to ten days off.		
16.4	Regular part time employees shall be entitled to vacation entitlement category on a pro-rated basis, moving to the next % category (on their anniversary date) using 910 hours as a minimum qualification.		
16.5	Employees who receive Payment in Lieu (PILB) of benefits shall receive vacation pay with their bi-weekly pay.		
16.6	Vacation entitlement benefits for students, contract and casual employees shall be pursuant to the Employment Standards Act.		
16.7	When a regular full-time or regular part-time employee has their employment terminated compensation for accumulated vacation shall be calculated based on the unused vacation as of the date of termination. The payment will be done as per the Employment Standards Act or using the rates in these policies whichever is higher. Please note that these calculations are only based on regular earnings (i.e. overtime hours are not included).		
	6% after three years	10% after seventeen years	14% after forty years
	8% after nine years	12% after twenty-five years	
16.8	Earned vacation may be requested by the Employee at any time in the vacation calendar year subject to work demands of the respective Departments.		
16.9	It will be the responsibility of the Senior Manager to determine the number of employees who may be on vacation at any one time.		
16.10	The Senior Manager may permit an employee to carry over a maximum of ten (10) days vacation credits into the following year. (Senior Managers must notify the Human Resources Department and Payroll in writing that carry over has been granted). Under exceptional circumstances an employee requesting more than the ten (10) day maximum carry over, must receive the Chief Administrative Officer’s approval. (The CAO’s office must notify payroll, in writing, additional carry over has been granted.)		
16.11	Where an employee leaves the service of the Corporation because of termination, retirement or death the employee is entitled to all pay entitlements, which include vacation pay. Payable to the employee or estate, as the case may be.		

16.12 While an employee is on LTD (Long Term Disability) the employee does not accumulate vacation or any other employee recognition credits.

17.0 **PAID HOLIDAYS**

17.1 The following paid holidays will be recognized by the Corporation. All regular part-time and regular full time employees will be allowed a one day leave from work, subject to the conditions expressed below with the exception of playground students.

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	
	*2 Floater Days (Supplemental Holidays)

17.2 Regular full-time employees shall receive 7 hours (officer workers) statutory pay/floater and 8 hours (all other regular full-time employees).

17.3 Regular part-time employees statutory pay/floater pay shall be calculated as per ESA.

17.4 Casual employees shall receive statutory pay (calculated as per ESA) if they work or are scheduled to work the day before and after the holiday, at the time the payment is to be paid.

17.5 Floaters must be used by December 31st.

17.6 *Employees hired after June 30 are granted 1 floater day for the first calendar year hired and 2 floaters starting January of the next calendar year.

17.7 This section does not apply to any employee who fails to work his full scheduled regular day of work preceding or his full scheduled regular day of work following the designated holiday unless the employee is otherwise on an authorized leave of absence with pay.

17.8 An employee on leave of absence without pay shall not be eligible for pay for any designated holiday, which falls within the period of such leave.

17.9 Where any of the above holidays falls on a Saturday or Sunday, either the preceding Friday or succeeding Monday shall be designated the holiday in lieu of the holiday falling on these days, by the Human Resources Department.

17.10 Where any of these holidays occur during an employee’s vacation period, an extra day of vacation will be allowed.

17.11 Where any of the above holidays occur during an illness, the statutory day will not be charged against the employee's sick leave credits.

17.12 Where an employee is required to work on a holiday, he will be granted one day of leave from work in lieu of such holiday at a time mutually agreeable to the employee and his Senior Manager

or

Receive public holiday pay for the day plus premium pay for the hours work at 1½ times regular wages.

Note: If an employee works Christmas day he shall receive double time for the hours worked.

*Where a playground student is required to work on a holiday, he will receive time & one half for the hours worked and statutory holiday pay, but not be granted one day of leave from work in lieu. (Ex. Canada Day)

18.0 LEAVE OF ABSENCE

- 18.1 The Corporation may grant an unpaid leave of absence to any employee for personal reasons. Employees shall not accumulate service while on such leave nor shall they be entitled to any benefits.
- 18.2 Leave of absence is intended for long term scheduled absences and will be determined on a case-by-case basis.
- 18.3 Unpaid personal leaves of absence of up to one month in duration may be authorized by the Senior Manager. Personal leaves of absence of more than one month in duration must be authorized by the Chief Administrative Officer.
- 18.4 A request for a leave of absence of more than one month in duration should be made in writing at least one month prior to the desired commencement date of the leave. If the Corporation grants such leave, it shall confirm the terms of said leave in writing; unless this is deemed an emergency situation by the Human Resources Department. If this is the case, a confidential report shall be given to the Corporate Services Committee at the earliest opportunity.
- 18.5 Life and Long Term Disability insurance benefits will terminate at the end of the calendar month in which the leave begins.
- 18.6 Employees will be given the option to continue extended health, dental and semi-private hospitalization benefits for a period of up to twelve months. If this option is chosen, the employee will pay 100% of the premium costs. Premiums are payable quarterly, in advance, by cheque. Payroll deduction may also be arranged if the employee wishes to prepay benefits prior to the commencement of the leave.

19.0 ABSENCE WITHOUT LEAVE

- 19.1 Any unauthorized absence from work will be considered absence without leave and may warrant disciplinary action.

20.0 REPORTING ABSENCE

- 20.1 It is the responsibility of the employee to advise his/her superior or designate of each occasion which requires an absence from duty. Failure to do so may warrant disciplinary action.

21.0 TERMINATION

Coverage: All Employees

Statement: Termination of employment, either voluntary or involuntary shall be initiated with the appropriate notice and shall be properly documented for payroll processing.

21.1 Voluntary Termination

An employee who resigns his/her position is required to submit the resignation in writing. If the employee refuses to provide the resignation in writing, the Senior Manager will immediately confirm the verbal resignation in writing, stating the date and, if appropriate,

the circumstances. The senior manager will notify the CAO immediately regarding this situation.

21.2 Employees are expected to give a minimum of two weeks notice when resigning. Senior Managers are expected to give thirty days notice. All written resignations must be acknowledged immediately.

21.3 When an employee leaves or retires the employment of the Municipality of Kincardine their Department may fund a farewell event with the cost not to exceed \$300.00. (The CPI indexing will apply on an annual basis).

21.4 **General Termination**

Notice is not required for termination of temporary positions if the defined term is worked. However, if the intended term is increased or decreased, the Senior Manager should state to the employee, in writing, the revised term. Two weeks advance notice should be given if possible.

21.5 **Involuntary Termination**

Any termination shall be consistent with the terms of the Employment Standards Act.

21.6 **Appeal Procedure**

No appeals will be considered in the case of any employee discharged prior to completion of the probationary period.

21.7 Full time staff shall follow the Complaint Procedure outlined in Section 44.

22.0 **DRESS CODE**

22.1 The Municipality of Kincardine creates a working environment in which employees may wear business casual clothing. Each employee possesses the professional judgment necessary to decide what is appropriate attire on any day given their daily business activity.

23.0 **BEREAVEMENT/COMPASSIONATE LEAVE**

Coverage: All Employees

Statement: Employees shall be granted paid leave of absence in the event of a death in the family.

23.1 **Regular Full-time Employees**

The Corporation will pay an employee up to:

- a) Four (4) days pay at the employee's straight time hourly rate for all regular time lost in the event of the death of an employee's spouse, son (step), daughter (step), mother (step) or father (step). Common law and same sex partner shall be deemed to be spouses.
- b) Three (3) days pay at the employee's straight time hourly rate for all regular time lost in the event of the death of an employee's grandmother, grandfather, brother, sister, grandchild, step-parents, step brother/sister, father-in-law, mother-in-law.
- c) One (1) day pay at the employee's straight time hourly rate to allow an employee to attend the funeral of a sister-in-law, brother-in-law, aunt, uncle, niece, nephew, grandparents of a spouse and aunt or uncle of an employee's spouse.

23.2 Part time, casual and contract employees (while working) shall be paid for an equivalent number of days off. The payment to be calculated on the same basis as a statutory holiday under the Employment Standards Act.

- 23.3 Employees receiving P.I.L.B. will not receive pay for bereavement/compassionate leave.
- 23.4 Bereavement leave must be taken to coincide with either the date of the funeral or memorial service.
- 23.5 Common-law status is recognized but in no event shall an employee be eligible for leave for a former common-law relationship or relationship by marriage which has since been terminated by formal separation, divorce or annulment.
- 23.6 Additional unpaid days off for extenuating circumstances (i.e. prohibitive travelling distance) shall be granted at the discretion of the senior manager, to a maximum of ten (10) days.
- 23.7 When an employee cannot attend the funeral of an immediate family member because of geographical distance, he shall receive pay for one day at his regular rate for the day of the funeral. Such payment will be made only in respect of the employee's absence from work on a regularly scheduled work day.
- 23.8 If an employee/councillor of the Municipality of Kincardine passes away, any employee may attend the funeral, subject to staffing approval by the senior manager. These hours shall be paid by the Municipality. Please note that if an employee does not attend the funeral then it is expected that he/she will be in attendance at the workplace.
- 23.9 In the event that bereavement leave is required while an employee is on paid vacation, the affected paid vacation will be re-credited to the employee.

24.0 JURY AND COURT DUTIES

- 24.1 In the event that an employee is called for jury duty or is subpoenaed as a court witness, the Corporation shall pay the employee his regular pay for each day that the employee is required to be absent from work provided that the employee:
- a) advises the Corporation immediately upon notification that the employee will be required to attend;
 - b) presents proof of service to the employer;
 - c) promptly repays the amount (other than expenses paid to him) which he receives for such attendances; and
 - d) reports to work when not required at court.

25.0 PREGNANCY/PARENTAL/ADOPTION LEAVE

Coverage: All employees

Statement: Pregnancy, Parental or Adoption Leave is available to all employees who qualify, as per E.S.A.

25.1 Pregnancy Leave

Pregnancy Leave will be granted in accordance with the Employment Standards Act.

25.2 Parental/Adoption Leave

Parental/Adoption Leave will be granted in accordance with the Employment Standards Act.

26.0 PENSION BENEFITS AND RETIREMENT

- 26.1 All regular full-time employees shall, upon hiring, be enrolled in the Ontario Municipal Employees Retirement System (OMERS). The Municipality shall deduct from all

employees' pay the contributions required by the Plan and the Municipality will make such contributions on the employees' behalf as required by the Plan and Regulations. All provisions of the OMERS Act shall apply with respect to transfers, payments, etc.

- 26.2 Part-time, casual and contract employees may join the OMERS pension plan if they so desire, provided that the eligibility requirements of OMERS are met.

- 26.3 Employees who qualify for an early retirement benefit program shall refer to Section 42 for details

27.0 CONFERENCES AND CONVENTIONS

- 27.1 Employees authorized to attend conferences and conventions shall receive expenses as outlined on Schedule "C" attached to and forming part of these policies. All submitted expenses, except for mileage, and gratuities, must be substantiated with itemized cash register receipts or other receipt documentation that indicates dates, name of supplier and amount paid including taxes paid.

Completion of a professional development request form is required for approval to attend any training course, meeting, workshop, seminar or conference, prior to registration.

28.0 SHIFT PREMIUM

- 28.1 All regular employees that are shift workers shall be paid shift differential pursuant to Schedule "E" attached to and forming part of these policies.

- 28.2 Shift differential shall not be paid for hours worked as outlined on Schedule "E" if those hours are worked as part of a flex schedule enabling employees to work longer hours during the week in order to take time off in lieu of those hours.

29.0 STAND-BY REMUNERATION

- 29.1 Employees entitled to stand-by remuneration shall be remunerated pursuant to Schedule "F" attached to and forming part of these policies.

30.0 MEETING ALLOWANCE

- 30.1 Committee Secretaries that are not municipal employees shall receive \$75.00/meeting for all meeting preparations, meeting time and minutes.

31.0 STEP-UP PAY

- 31.1 When a regular employee is assigned by his supervisor to perform all or any part of the duties of a position, other than his own, which has a pay grade higher than his own for a period of at least one day (one day = regular scheduled shift), the employee may be entitled to step-up pay. Determination for a replacement employee shall be at the discretion of the senior manager. (The step up plan that is created by each Senior Manager must be approved by the C.A.O.)

- 31.2 Non-Management Employees:
Step up pay shall be calculated as follows:

If an employee in Group 1c to Group 11 is stepped up to a Group not greater than Group 11, the stepped up employee shall move to the Group of the employee they are replacing at the equivalent step that the stepped up employee is currently being paid.

- 31.3 Non-management employees who are stepped up to a Group greater than 11 it is recognized that hours of work and overtime are treated differently for each group, therefore the step up pay shall be calculated as follows:

- A) The employee shall move to the Group of the position that they are replacing and be paid at the step 1.
- B) In the event that the individual being stepped up does not receive a minimum 15% dollar value increase, then they will receive 15% step up pay.

31.4 Senior Management Employees

The step up pay shall be calculated as follows:

- A) The employee shall move to the Group of the position that they are replacing and be paid at the step 1.
- B) In the event that the individual being stepped up does not receive a minimum 15% dollar value increase, then they will receive 15% step up pay.

31.5 Due to the various scenarios that could be created by the step-up pay situation, the Human Resources Department may have to make minor interpretations to deal with specific situations.

31.6 The employee is expected to be available for the duration of the step up period. Therefore employee should not schedule vacation or bank time during this stepped up period.

If the stepped up period is greater than one month in duration the employee may schedule vacation and banked time off in cooperation with the Senior Manager.

31.7 If a statutory holiday falls within the period that the employee is stepped up, the step up pay still applies.

31.8 Water/Sewer Department On-Site Supervision

The Overall Responsible Operator may assign a trained and willing individual to provide on-site supervision for a sewer/water excavation project. Therefore, the employee shall be paid 15% premium to their hourly wage for the duration of the project supervision.

32.0 EMPLOYEE RECOGNITION PLAN

Coverage: All permanent regular full/part time & recurring seasonal employees.

Statement: The Corporation will recognize and reward all employees for their years of service and contribution to the Corporation.

32.1 Recognition of service shall be for regular full/part time & recurring seasonal employees reaching 5, 10, 15, 20, 25 and 30 years of service.

32.2 Employee(s) will receive an appropriate corporate memento and/or gift as outlined below in recognition of their contribution and years of service.

32.3 The date used to calculate service for the purpose of this policy will be the year of regular full time, regular part time or eligible service & credited service with the Municipality of Kincardine or pre-amalgamation municipalities. This rate will be based on a calculation of 910 hours per year (minimum standard). All hours will be accumulative for the basis of these calculations.

32.4 Service Recognition Awards:

5 Years: \$50 Dinner Gift Certificate

10 Years: Gold tie-pin or gold pendent with municipal logo or set of crystal wine glasses with inscribed Municipal Crest or a \$200.00 gift certificate. Not to exceed \$200.00 in value.

- 15 Years: In recognition of your birthday the employee receives 1 additional day off with pay /year.
- 20 Years: Gold Watch with Engraving/or Gold Bracelet with Engraving or employee's choice of a gift. Not to exceed \$400.00 in value.
- 25 Years: Municipal Gold Ring with Crest or employee's choice of a gift. Not to exceed \$500.00 in value.
- 30 Years: Employee's choice of a gift up to \$300.00 in value.

After 30 years employee's will be recognized in 5 year increments. Choice of a gift up to \$300.00 in value.

Retirement: Monetary Gift of a value of \$50.00 per year of service for bona fide retiring employees.

Retiring employees will be given the option to be recognized at the Christmas Party as a retiring employee.

Dinner gift certificates to be used at any restaurant in the Municipality of Kincardine

Notes:

- a) In October of each year, Human Resources Department will provide to Senior Managers, for verification, a list of those employees who will qualify for a service recognition award for the current year.
- b) The service recognition awards will be presented to the employees prior to December 31.
- c) Costs associated with recognition and retirement will be included in the respective department's budget.
- d) The Municipality will pay for all dye charges for pendants, pins etc.

33.0 NEGOTIATION PROCESS

Preamble:

The intent of these policies is to foster employee relations in balance with fiscal responsibility by the employer. These policies contains personnel policies that are common to both employee groups (Non-Management & Senior Management) and clauses that are specific to each group. Therefore, is to allow mutual gain through the use of one common document, yet prohibit employee groups from commenting on clause/policies that are not applicable to that group.

- 33.1 The negotiation process is a defined process to evaluate the Agreement over a defined period of time. (Length of Agreement).
- 33.2 The C.A.O. and two members of the Corporate Services Committee will negotiate on behalf of the Municipality and report to closed session of Council/Committee of the Whole to obtain authorization and/or general comments from Council.
- 33.3 The regular full and part-time non-management employees shall elect from amongst themselves a "negotiating committee", which shall consist of no more than five members, who shall be the liaison between the non-management employees and the Negotiating Committee of the Municipality. An employee who sits on the Employee Negotiation Committee shall not be subject to discrimination or punitive action by Council because of his/her involvement with the Employee Negotiation Committee.
- 33.4 Senior Management employees shall form a separate negotiating group from those employees outlined in Schedule D.

- 33.5 On or before Sept. 15th of the year prior to the year for which negotiations are being undertaken, the employee negotiating groups shall present to the Chief Administrative Officer, confidentially, in writing, their requests for salary and benefits for the following year. The Chief Administrative Officer shall then meet with the Corporate Services Committee, in camera, and schedule meetings with the employee negotiating groups to discuss the requests. This negotiating process may require several meetings.
- 33.6 It is the general intention of the Municipality to conclude the negotiating process prior to January 1st; however, in an election year this may be impossible, and the out-going Council may wish to leave the salary negotiations for the new Council to carry out. In this case, the employee groups shall be required to adjust to Council's schedule.
- 33.7 Nothing in this section shall preclude the Council and employees from agreeing to a multi-year salary and benefit package.
- 33.8 The Employees Group members will be paid for up to 12 hours/year for bona fide employee meetings. The rate of pay shall be straight time. The "Employee Group" meeting shall be documented, with the time/date submitted to the Human Resources Department.

34.0 ANNUAL EMPLOYEE EVALUATION

- 34.1 An evaluation of each full or part-time employee's job performance will be carried out each year. A new employee hired after September 1st may be exempt from this process with the exception of the evaluation required during the probationary period or unless the terms of hiring make an exception.
- 34.2 Evaluations shall be in writing and completed by the employee's immediate supervisor.
- 34.3 In the case of the C.A.O.'s evaluation the Council of the Corporation of the Municipality of Kincardine will conduct the performance appraisal for the Chief Administrative Officer which will include a self-evaluation component. The performance appraisal will be done quarterly during the one year probationary period and annually after that period.
- 34.4 The evaluation is to be completed prior to the calendar year end for each employee in the following manner:
 - (i) Sufficiently before the completion date, the supervisor shall write down an evaluation of each employee's job performance under his jurisdiction, using the form supplied by the Human Resources Department. He shall give one copy of the completed form to the employee for his perusal.
 - (ii) Within one week of the receipt of his copy the employee shall meet with the supervisor to discuss the evaluation. This meeting shall be scheduled by the supervisor. The employee shall write his comments or complaints on the evaluation form and shall sign it. The employee's signature does not certify his agreement with this evaluation, but indicates that he has read it and discussed it with his supervisor.
 - (iii) In the event of disagreement, the employee may follow the complaint procedure outlined in Section 44 of these policies. A copy of the completed evaluation shall be provided to the employee. A copy, marked "Confidential" shall be provided to the Human Resources department for filing in the employee's human resource file. Only the employee and the appropriate senior manager are to have access to the evaluation.
 - (iii) The supervisor shall report to the Human Resources department any employee who has not received a successful evaluation.

35.0 EMPLOYEE ADVANCEMENT AND RECLASSIFICATION

- 35.1 Employees shall annually progress from one step to another within their position's pay grade on January 1st, provided the employee's performance evaluation is "satisfactory" or better. The employee must accumulate a minimum of 910 hours before being moved to the next step. New employees who start part way through the year will be subject to the 910 rule and if they meet this standard they are eligible to move to the next step as of January 1st of the proceeding year. (The 910 rule will apply for movement of each step).
- 35.2 A position's pay grade may be reviewed upon application to the Human Resources department who shall determine if a review is in order. If the applicant is dissatisfied with the Human Resources department decision, he/she has recourse to the complaint procedure outlined in these policies.

36.0 SICK LEAVE

Coverage: All Regular full-time employees & regular part-time employees working a minimum 20 hrs/week.

Statement: The Corporation will provide to eligible employees a salary continuance insurance plan to protect its employees from financial hardship in the event of legitimate, substantiated illness or accident in the form of sick leave.

- 36.1 Every regular full-time employee shall be entitled to accumulate sick leave at 1 1/2 days (based on 7 hrs/day for 35 hrs/work week and 8 hrs/day for 40 hrs/work week) per month worked from date of hire at one hundred percent (100%) of salary (18 days per year). *Employee may utilize up to 4 days/year from their sick bank for personal/compassionate days for family emergencies. The earned sick leave shall be cumulative from year to year to a maximum of one hundred and eighty (180) working days. The maximum number of accumulated sick days for grandfathered employees with more than 180 as at January 1st, 1999 shall not increase, but shall decrease by usage until it falls below 180 whereupon the maximum of 180 shall apply.

Note: Employees must note on their timesheet sick time or personal time.

- 36.2 New hired full time employees shall be credited with the first four months of sick leave allowance (or 6 days) but have to earn these over the first 4 months of employment. New hires will at the end of 4 months have a sick leave balance of (4 months X 1 1/2 days) six days less any used sick days and this total will be used as part of the year-end calculation of sick time at 1 1/2 days per month.

- 36.3 (For Calculation Purposes)

Regular part-time employees shall receive sick leave hours pro-rated against the regular full-time employee entitlement based on the percentage of hours worked in the previous year. For example, a regular part-time employee who, in the previous year, worked 1,095 hours compared to that of a regular full-time employee (40 hrs/wk) would be entitled to 53% fifty-three percent (1,095 divided by 2080) of the regular full-time employee's sick leave allotment (53% x 18 days x 8 hrs = 76 hrs sick time. A regular full-time employee (35 hrs/wk) would be entitled to 60% sixty percent (1,095 divided by 1820) of the regular full-time employee's sick leave allotment (60% x 18 days x 7 hrs = 75.5 hrs).

- 36.4 There shall be no sick leave paid for absence caused by accident or illness for which an employee is receiving Workplace Safety and Insurance Board benefits.
- 36.5 No sick leave shall be earned by an employee who is absent from work in that month for more than eleven (11) working days for any reason other than vacation, a Workplace Safety and Insurance Board claim or jury duty.
- 36.6 A senior manager may require a medical certificate and/or medical evidence of appointments after three consecutive days' absence. The certificate is to be completed by

a duly qualified medical practitioner certifying to the inability of the employee to attend work, and if the sickness continues from time to time thereafter, as the Municipality requires. Failure to provide requested medical certificate could result in no pay for the period of absence. The Municipality shall reimburse the employee for the cost of obtaining such certificates.

- 36.7 Where an employee has accumulated sick leave hours, he/she shall be entitled to use sick time for the purpose of the employee attending medical or dental appointments. The employee must advise his or her supervisor in advance of the appointment. Time used for appointment must be noted as appointment on the timesheet. Appointment time will be deducted from sick time.
- 36.8 Special sick time consideration will be at the discretion of the C.A.O.
- 36.9 Medical/Dental Appointments
- i. Any employee who attends a medical/dental appointment within the Municipality of Kincardine will be allowed travel time.
 - ii. Any employee who attends a medical/dental specialist appointment outside of the Municipality of Kincardine will be allowed travel time in addition to the appointment time for said appointment. (This will be debited from their sick leave allocation)
 - iii. The Senior Manager or the Human Resources Department may require a copy of the appointment card/note to confirm his/her absence from work.

37.0 ILLNESS WHILE ON VACATION

- 37.1 An employee who becomes ill while on vacation shall not be placed on sick leave unless hospitalized or confined to residence by doctor's orders. (Under exceptional circumstances in case of serious illness, sick leave may be granted at the discretion of the Chief Administrative Officer.) The employee would then be entitled to the unused portion of his/her vacation after recovery from the illness. Minor illnesses and injuries may cause some degree of discomfort or disability to an employee while on vacation, yet for the most part, these do not necessitate complete removal from the vacation setting or loss of the beneficial effects of the holiday. However, when an employee on vacation becomes seriously ill or injured, he or she should be entitled to sick leave based upon medical evidence.
- 37.2 The decision to transfer from vacation to sick leave must be based on reliable medical evidence and made by the Chief Administrative Officer on a physician's advice. All cases of requests for such consideration must be referred to the Chief Administrative Officer without exception.
- 37.3 In cases of long-term continuous absence, a medical certificate must be provided for every twenty (20) days of absence. This medical certificate must state the latest date of medical examination, and the expected date of the employee's return to work.
- 37.4 An employee who is unable to return to work because of illness must notify his immediate Supervisor prior to the commencement of his regularly scheduled working day and must advise the Supervisor of his expected date of return to work.

38.0 MEDICAL BENEFITS

General

- 38.1 The Municipality of Kincardine reserves the right to select the insurance carrier for medical benefits. In all cases, the sole obligation of the Municipality is to determine the benefits to be provided under the plan(s) and pay the premiums required by the plan(s). Any disputes regarding the administration of the plan or payment of benefits lie between the employee and the insurance carrier. The Human Resources Department will act to assist employees in areas of dispute.

38.2 Medical benefits are optional with each employee and not a condition of employment, where they are already otherwise covered.

38.3 The Municipality of Kincardine shall pay 100% (one hundred percent) of the billed premium for Medical Benefits (i.e. Co-operators and Green Shield) for eligible employees. (This program may be reevaluated after 2 years).

38.4 Coverage commences on the first date of employment.

38.5 In the event that a regular full-time employee dies while employed by the Municipality, the Municipality shall continue to pay extended health care, vision plan, and dental plan premiums on behalf of that employee's dependents for a period of two (2) years from the date of the employee's death, provided the employee's share of the premiums is remitted to the Municipality. This section shall not apply if the insurance company in effect at the time does not offer this benefit as an option.

38.6 **Extended Health Care**

38.7 Particulars of the benefit plan are outlined in the insurance company's handbook to employees and are subject to the provisions of the insurance plan documents.

38.8 Employees shall be reimbursed costs covered under the benefit pursuant to the applicable insurer's administrative policy in effect at the time. In some cases, an employee may be required to pay for the goods and services and be reimbursed following submission of a claim to the insurance company.

38.9 **Dental Benefits**

Particulars of the benefit plan are outlined in the insurance company's handbook to employees and are subject to the provisions of the insurance plan documents.

38.10 Premiums and benefits shall be based on the *current Ontario Dental Association fee schedule. Any disputes regarding the administration of the plan or payment of benefits lie between the employee and the insurance carrier.

38.11 **Vision Care**

Particulars of the benefit plan are outlined in the insurance company's handbook to employees and are subject to the provisions of the insurance plan documents. Includes coverage for eye exams once every 24 months to a maximum of \$90.00 and laser eye surgery is an eligible benefit with the current vision care maximum.

38.12 Any disputes regarding administration of the plan or payment of benefits lie between the employee and the insurance carrier.

38.13 **Safety Glasses**

Option #1 Employer supplied exterior safety glasses provided by the Municipality of Kincardine. (All employees, if required).

Option #2 Prescription safety glasses up to *\$250.00 every two years or sooner with written certification from an optometrist/ophthalmologist that the prescription has changed significantly in that it may affect safety. (Offered, if required, to Regular Full-time, Regular Part-time and Recurring Seasonal Employees).

*Receipts must be forwarded to the Human Resources Department, which will be paid with regular accounts from the employee's department budget.

Regular Full-time, Regular Part-time and Recurring Seasonal Employees have the choice of Option #1 or Option #2 above.

39.0 LONG TERM DISABILITY

- 39.1 Long-term disability shall be provided to all eligible employees. Particulars of the benefit plan are outlined in the insurance company's handbook to employees and are subject to the provisions of the insurance plan documents.
- 39.2 The Municipality of Kincardine reserves the right to select the insurance carrier. Any disputes regarding the administration of the plan or payment of benefits lie between the employee and the insurance carrier.
- 39.3 Eligibility for long-term disability benefits shall be determined by the insurance company.
- 39.4 The Municipality shall pay 100% of the billed premium for the long term disability plan.
- 39.5 The Human Resources Department shall manage the long term disability process and resulting back to work issues on a case-by-case basis.
- 39.6 Employees on long-term disability may, after 12 months, cease to be an employee of the Municipality.
- 39.7 Subject to the above policy, the Municipality reserves the right to accommodate employees, who are able to return to work after being on LTD in excess of 12 months.

40.0 LIFE INSURANCE, ACCIDENTAL DEATH AND DISMEMBERMENT (A. D. & D)

- 40.1 Life insurance shall be provided to all eligible employees. Particulars of the benefit plan are outlined in the insurance company's handbook to employees and are subject to the provisions of the insurance plan documents.
- 40.2 The Municipality reserves the right to select the insurance carrier. Any disputes regarding the administration of the plan or payment of benefits lie between the employee and the insurance carrier.
- 40.3 The Municipality of Kincardine shall pay 100% of the billed premium cost for life, A.D.&D., and dependent life insurance coverage for eligible employees.
- 40.4 Employees employed after age 65 to age 70 may continue enrollment in the life insurance plan with a 50% reduction in life benefits.

41.0 WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

- 41.1 Employees must report injuries to his supervisor or designate immediately following such an injury. Failure to report may result in no compensation payment. The employees supervisor will take all steps necessary to ensure the employee receives appropriate acute medical attention, as per the requirements of the OHSA and WSIB.
- 41.2 If an employee believes that a condition has arisen because of work related injury at a later date, they must notify the supervisor immediately.
- 41.3 The supervisor shall document all cases of injury and report any significant lost time accidents immediately to the CAO.
- 41.4 In the case of death or serious injury (as defined in the OHSA) to an employee while at work, the CAO will notify the Mayor immediately. The CAO and the employees supervisor will brief Council at the earliest opportunity.
- 41.5 All employees are to use and wear the appropriate personal protective equipment (as per the PPE requirements under OHSA), in the proper manner, while working for or on behalf of the Municipality. Failure to do so, may result in disciplinary action.
- 41.6 Employees approved for Workplace Safety Insurance Board payments shall not receive his or her regular salary during that period, and shall receive Workplace Safety Insurance

Board payments pursuant to rules and regulations prescribed by the Workplace Safety Insurance Board.

- 41.7 If a delay of more than 15 days after the employee's last pay cheque, an advance of up to 75% of the employee's net pay can be approved by the CAO. If the claim is not approved by the Board, the employee must reimburse the Municipality any funds advanced. In this scenario the employee may utilize accumulated sick leave or vacation credits.
- 41.8 Employees off work and receiving WSIB benefits shall receive all health benefits as would normally be received had the employee been at work, until retirement, unless stipulated otherwise in these policies, provided the employee pays their share of the applicable premiums.

42.0 EARLY RETIREMENT BENEFITS

Coverage: Employees who retire early with the qualifying factors listed below.

Terms:

1. Eligibility is based on the non-management employee being a minimum age of 55 with ten (10) years of continuous service with the Municipality. Senior management employee being a minimum age of 55 with five (5) years of continuous service with the Municipality. At the end of the month, upon reaching their 65th birthday this benefit plan will terminate.
2. Extended Health
Coverage will be made available to early retirees under the terms and conditions set out in these policies. Please note that the cost for Extended Health shall be funded by the employee/employer on a 50/50 basis.
3. Life Insurance
Life insurance and AD & D will be made available to early retirees, at the level of one (1) times the annual salary, frozen at the date of retirement. The employee will pay 50% of the premium costs.
4. Dependent Life Insurance
Dependent Life Insurance will be made available to early retirees, under the terms and conditions set out in these policies at the date of retirement. The employee will pay 50% of the premium costs.
5. Semi-Private Coverage
Semi-Private Coverage for hospitalization will be made available to early retirees. The employee will pay 50% of the premium costs.
6. Dental/Vision
Dental/Vision will be made available to early retirees. The employee will pay 50% of the premium cost.

Note: Employees working greater than 20 hrs/ week who receive municipally paid benefits prior to their retirement, may choose to take the above on a pro-rated basis.

43.0 SPECIAL DEDUCTIONS & BENEFIT

Coverage: All employees

Statement:

The Corporation may offer certain plans that employees may partake (i.e. CSB/Computer Purchases).

- 43.1 If a special deduction plan is authorized, only those employees who wish to participate and who provide properly signed documentation authorizing such deductions will be affected.
- 43.2 Information about special deduction plans will be circulated as deemed appropriate by the Corporation.
- 43.3 Use of the Davidson Centre Health Club, *Aqua Fit and *municipal employee instructed programs is provided by the Municipality of Kincardine as a benefit to encourage healthy living. Davidson Centre Health Club is provided to all employees, councillors, spouses, retired employees and dependent children living in the home of the immediately mentioned groups above. The Davidson Centre Health Club includes the use of the gym, pool and sauna facilities.
- *Conditional upon spaces not used by paying customers. (Employees take priority over spouses and dependents)
- 43.4 High Speed Internet discount through Bruce Telecom. (For details please contact Bruce Telecom)
- 43.5 Cell phone discount through Bruce Telecom. (For details please contact Bruce Telecom)
- 43.6 Computer purchases through payroll deduction

Employees may purchase one computer system/term up to a value of \$3000.00. No additional computer purchases can be made until the terms of each repayment has expired. See Schedule 'J' for term information

44.0 COMPLAINT PROCEDURE

Coverage: All employees

Statement: The Corporation will provide a mechanism for any employee who has cause for complaint to obtain a fair and equitable hearing. This procedure in no way will supersede an employee's right under complaints of harassment or other rights under the Human Rights Codes of Ontario and Canada.

Procedure:

Step 1

An employee who has an issue must first verbally discuss the complaint with his immediate superior.

Step 2

Failing a satisfactory settlement of the complaint, the employee may, within five working days of the alleged incident, submit the complaint in writing to his Senior Manager. The Senior Manager and the Supervisor will meet with the employee in an attempt to resolve the complaint. The Senior Manager will render a decision in writing within five (5) working days of the meeting.

Step 3

Failing satisfactory settlement of the complaint by the Senior Manager, the employee may, within five (5) working days of the receipt of the Senior Manager's written reply, notify the Chief Administrative Officer, in writing, requesting an opportunity to present the complaint to the Human Resources Department. The Human Resources Department shall render a decision in writing within five (5) working days of the meeting.

Step 4

Failing satisfactory settlement by the Human Resources Department, the complaint will be placed on the confidential agenda of the next Corporate Service's meeting. The Senior Manager and employee involved, will be invited to attend. The employee will be

given an opportunity to state his/her case in camera, and to hear the reply of the Senior Manager. Both parties will then be required to withdraw from the meeting. Corporate Services will then consider the complaint and render a decision. Council shall be informed of the Corporate Service's decision.

Step 5

Failing a satisfactory settlement of the complaint, the employee may, within five working days of the written decision in step 4, submit the complaint in writing to Council, in camera, at the next regularly scheduled session. The decision of Council shall be final and binding. (Please note the process in Step 4 will be adhered to).

Senior Managers

Issues from Senior Managers will be processed by the Chief Administrative Officer.

Complaints from Senior Managers in response to any disciplinary action(s) taken by the Chief Administrative Officer will be processed in the following manner:

- a) The Senior Manager will provide his complaint in writing within five (5) days to the Chief Administrative Officer, who shall have five days to respond in writing after the meeting.
- b) Failing satisfactory settlement at Step a) above, the complaint will be submitted to the Corporate Services Committee.
 - i) Complaints dealing with disciplinary actions will be decided upon by Corporate Services. Upon written decision by Corporate Services the Senior Manager may appeal to Council, subject to the same process as previously set out for all employees.
 - ii) All appeals to Council will be dealt with in closed session. The decision of Council shall be final and binding.

Chief Administrative Officer

Issues of the Chief Administrative Officer will be processed by the Corporate Services Committee, with appeals to Council.

Corporate Services/Council may:

- a) refuse to hear a frivolous complaint,
- b) appoint a third party to hear the complaint and provide an opinion for Corporate Services/Council,
- c) waive the established time limits in order to deal with the right and just substance of the complaint.

45.0 ALCOHOL/DRUG/EMOTIONAL PROBLEMS

Coverage: All employees

Statement:

- 45.1 The Corporation shall provide guidance to employees who develop social or health problems as a result of drug or alcohol abuse, or emotional problems which affect the quality of their job performance. The objective will be to identify employees whose work habits are affected by an alcohol/drug problem or an emotional problem and to attempt to assist in correcting an employee's work habits, through the establishment of a rehabilitation program or treatment program, or if necessary, through disciplinary action. It is recognized that successful rehabilitation of an employee will result in an increase in productivity and improve general morale.

45.2 Procedure:

Assisting an employee who has a drug/alcohol problem or emotional problem is a co-operative venture of the individual employee and management and may require referral to, and assistance from, one or more treatment agencies listed at the end of this policy. It has been found that this team concept produces the best results. Clear directions from management are required to motivate the employee to accept help. The success or failure of the rehabilitation programs/treatment programs will be measured through work performance and attendance data. The facts should therefore be properly recorded and brought to the employee's attention on a regular basis. The employee needs to know that in the end, their job depends on their successful rehabilitation.

Step 1

Whenever it is suspected that poor work performance, attendance, employee relations or other problems indicate the existence of a drug/alcohol/emotional problem, the Senior Manager will conduct an interview with the employee. The employee is informed by his Senior Manager that their work must improve within a specified time frame (usually one month), or a formal letter of warning will be issued to the employee.

The employee is then informed of the resource agencies. Details of this interview are to be recorded by the Senior Manager and filed with Human Resources Department.

NOTE

The employee may actually initiate this step, and in fact the employee should be encouraged to do so.

Step 2

A confidential record of the employee's performance is maintained by the Human Resources Department who, after the time frame specified in Step 1, either files a report stating that the employee's problems are being resolved or alternatively sends a letter of warning that suspension or other action will follow repetition of the action(s) outlined. Again, the Senior Manager must specify a time frame for immediate improvement. A copy of all warning letters must be filed with the Human Resources Department, and if required, the treatment agency to which referral is made.

The employee's work record is maintained regularly and, after the time frame specified in Step 2, the Human Resources Department sends the employee one of the following letters:

- a) if work record has improved and rehabilitation is progressing according to the treatment agency, a letter of commendation is sent to the employee with a note, that their work habits will continue to be evaluated on a regular basis, or
- b) if work has not improved, a letter of suspension or other action. If the Human Resources Department opts for suspension rather than other action, a new trial period, as per Step 2 must be established. Copies of these letters are to be sent to the Human Resources Department and Senior Manager and the treatment agency involved.

NOTE

The foregoing procedures are guidelines only and may be altered to cope with specific situations. This policy does not bind the Corporation to undertake any rehabilitation procedures. The provisions of any working agreements, must however be strictly followed. Confidential documentation is vital for either the rehabilitation or the disciplinary process. The individual actions of the Senior Manager will be limited to the frame work set out above. Attempts at rehabilitation, including counselling for drug, alcohol, or emotional problems, will be left to the appropriate agencies as listed at the end of this policy or acceptable alternate accredited professionals. Complete and accurate confidential records must be kept on file by the Human Resources Department.

46.0 CODE OF ETHICS

Coverage: All employees

- 46.1 The Municipality has undertaken this initiative in order to both promote professionalism and to ensure that the relationship of trust that exists between staff and the public remains an integral part of local government in Ontario. Since its inception, local government has been understood to be an open, accessible and accountable form of government.
- 46.2 The purpose of a code of ethics for municipal employees is to foster universal understanding of the fundamental rights, privileges and obligations of a municipal public servant. A code of ethics serves as an embodiment of the basic principles of integrity, honesty, impartiality and common-sense and recognizes that at the very least, a municipal public servant has a responsibility to uphold these principles.
- 46.3 The proper operation of a municipal government requires that employees be independent, impartial, and responsible to the citizens; that their positions not be used for personal advantage; and that the public have confidence in the integrity of the Municipal employees.
- 46.4 The Code of Ethics is intended as a guide for municipal employees in their conduct in certain specified areas. It is not intended to be exhaustive or to provide specific guidelines in every circumstance.

Policy:**46.5 Private Interests Defined**

1. Private interests are all those aspects of an employee's activity outside those connected with official municipal duties.

These include:

- a) Financial interest;
- b) Paid and unpaid activities beyond official duty;
- c) Relationships with third parties who may be:
 - i) employed by the Municipality
 - ii) doing business with the Municipality
 - iii) seeking employment or benefits from the Municipality

2. It is important to emphasize that conflict of interest relates to the potential for wrongdoing as well as to actual or intended wrongdoing.

46.6 Outside Employment

1. No employee may engage in outside work or a business undertaking as an employee or shareholder that:
 - a) Interferes with the performance of duties under the employment of the Municipality;
 - b) May provide an advantage derived from Municipal employment;
 - c) Is likely to influence or affect the carrying out of municipal duties;
2. Employees may take supplementary employment, including self-employment, unless such employment:
 - a) Is performed in such a way as to appear to be an official act, or to represent a municipal opinion;
 - b) Unduly interferes with regular duties;
 - c) Constitutes an additional full-time job.

46.7 Gifts, Favours and Services

A Municipal employee shall not accept a gift, favour or service from any individual or organization in the course of the performance of civic duties other than:

- a) the normal exchange of hospitality among persons doing business, in an amount not to exceed \$100.00; (individual level)
- b) tokens exchanged as a part of protocol;
- c) normal presentations made to persons participating in public functions.
- d) gifts to the Municipality of Kincardine shall be used for the benefit of the municipality and shall not exceed \$500.00.

Monetary or other payment may not be accepted for the performance of any service connected to municipal government.

Employees shall not use the name "Corporation of the Municipality of Kincardine" to obtain discounts for privately purchased goods and services.

Employees shall not receive or demand preferential treatment in the use of municipal facilities or services unless it is a requirement of formal duties or as provided for under the authority of Council.

Exceptions to this section must be approved in writing by both the Mayor and CAO.

46.8 **Misuses of Property and Information**

Municipal property, including vehicles, equipment and material, shall be used only in the performance of municipal duties and shall not be used or converted for personal benefit or use.

Unauthorized use of Municipal property for other than civic purposes is not permitted and may result in disciplinary action.

Every employee is held responsible for exercising all reasonable care to prevent abuse to, excessive wear of, or loss of, Municipal equipment or material entrusted to the employee's care.

Municipal employees are entrusted with information and data used for the administration of the municipal government and not generally available to the public. Moreover, certain employees have access to information of a sensitive or confidential nature, which is not to be made known to others in the Corporate structure. Both types of information must be distributed on a need-to-know basis only.

Systems, procedures, reports and information developed by the Municipality shall not be given or loaned to, or shared with, any other persons, company or organization without the permission of the appropriate Senior Manager. The approval of the Chief Administrative Officer must be secured before information regarding computerized systems is divulged.

46.9 **Public Statements**

The C.A.O. is responsible for making policy statements concerning municipal business to the news media. The Senior Manager may deal with all departmental operational issues.

46.10 **Criminal Code Offences**

Any employee convicted of an offence under the Criminal Code of Canada may be suspended from employment dependent on the nature of the offence and its relationship to the duties of the employee.

46.11 **Penalties and Appeals**

1. Any infraction or transgression of the Code of Ethics may result in the Municipality taking the following action:

- a) Instruct the employee to divest himself/herself of the outside interest or transfer it to a blind trust;
- b) Transfer the employee to another division of the department or arrange a transfer to another department (if a position is available);
- c) Remove the employee temporarily from the duties which brought about the conflict of interest;
- d) Accept the resignation of the employee;
- e) Initiate disciplinary action in the form of:
 - i) an oral or written reprimand;
 - ii) suspension without pay for a period of time;
 - iii) a recommendation that the employee be dismissed.

2. The employee may appeal as prescribed in these policies.

46.12 **Compliance**

- a) This Code of Ethics must be observed by all employees of the Corporation.
- b) Senior Managers are responsible for ensuring that employees are aware of this Code of Ethics, that it is regularly re-circulated and reviewed by employees, and that employees comply with its provisions.
- c) A Senior Manager who is of the opinion that an employee is breaching this Code of Ethics shall immediately notify the C.A.O. of this situation in writing.
- d) Compliance with this Code of Ethics constitutes a condition of employment, and breaches of the Code of Ethics may result in disciplinary action up to and including dismissal. When an employee has breached this Code of Ethics, the Senior Manager and the Human Resources Department shall determine jointly if disciplinary action is warranted and, if so, what disciplinary action is appropriate.
- e) Where an employee has reason to believe that a Senior Manager has committed a breach of this Code of Ethics, he/she may approach the Chief Administrative Officer directly and in strict confidence.
- f) All new employees shall read and subscribe in writing to this Code of Ethics upon commencing their employment with the Corporation.

47.0 **ACCEPTABLE COMPUTER USE**

Coverage: All employees who are authorized to use corporate computers and related equipment, software and programs, shall comply with the following policy.

Statement: The Municipality of Kincardine will identify responsibilities and requirements of all technology users and provide guidance for the use of Corporate desktop PCs, laptops, and related components, technologies and supporting software and hardware.

47.1 **OVERALL PRINCIPLES**

All equipment and software programs, information and data installed or created on corporate equipment belongs to The Corporation of the Municipality of Kincardine. This includes all programs, documents, spreadsheets, databases, and methods or technologies developed using corporate equipment and/or software, while employed by the Corporation.

47.2 Confidential information or data cannot be copied to removable media (e.g. diskette, writeable CD) or downloaded electronically to another individual, agency, public or private corporation, for any purpose other than approved corporate business.

47.3 All electronic documents related to the Corporation, including emails that are created, received and retained by an employee either electronically or on paper, are considered to

be records of the Corporation and as such are subject to all of the access and privacy provisions of the Municipal Freedom of Information and Privacy Act.

- 47.4 Equipment and software cannot be used for any activity for which an employee receives remuneration or “in-kind” service or other personal benefits other than those received directly from the Corporation.
- 47.5 Incidental and occasional personal use of corporate equipment and software is allowed, similar to occasional use of the Corporation’s telephones, providing such limited use will not result in any measurable expense to the Corporation in time or materials.
- 47.6 Employee use of Municipal electronic systems including but not limited to equipment, hardware, software, data, databases, internet resources (hereafter “electronic systems”) is intended primarily for activities which are necessary to the employment of the user. Municipal electronic systems are not intended for personal use and employees shall not have any expectation of privacy when using any Municipal electronic system.
- 47.7 Monitoring (including random spot checks) and reporting of abuses of this policy, will be an on-going function of Human Resources Department.

48.0 INTERNET ACCESS AND ACCEPTABLE USE

- 48.1 Internet access is provided to employees for research and communication purposes relevant to the Corporation’s business and to provide such information to residents and business partners.
- 48.2 Senior Managers, at their discretion, may choose to block public Internet access for specific locations.
- 48.3 Corporate-provided Internet access and email are corporate resources and are to be used for corporate business purposes.
- 48.4 Personal use of the Internet and email is authorized within reasonable limits as long as it does not interfere with or conflict with business use, and provided the employee has their supervisor’s approval. However, under no condition is the Internet to be used to access sites that generally are viewed as inappropriate.
- 48.5 Employees shall not knowingly:
 - 1 Visit Internet sites that contain obscene, pornographic, hateful or otherwise objectionable content.
 - 2 Send any material that is obscene or defamatory or which is intended to annoy, harass or intimidate another person or group of persons.
 - 3 Use the Internet for illegal purposes, or to gather information to support illegal activities.
- 48.6 Downloading of non-executable files for business use is permitted. These would include reports, Adobe “PDF” files, spreadsheets, etc. Employees must ensure the source is reliable as viruses can be introduced to the system through spreadsheets and other documents.
- 48.7 Executable files may not be downloaded without authorization from the employee’s manager. Such software, if approved, must be checked for viruses before execution.
- 48.8 Supervisors are responsible for their respective employees’ use of the Internet. The supervisors, along with the Human Resources Department, will co-ordinate any action as a result of abuse of Internet privileges.
- 48.9 If email is not required as a permanent record of the Corporation, it shall be read and deleted from the system. If email is to be retained, employees shall print a paper copy and place it in an appropriate file and then delete the email. Alternatively, an electronic copy can be retained in an electronic folder.

- 48.10 Email messages are like any other communications that are created to correspond with customers. As a result, professional business practices shall be adhered to in respect to the creation and content of email messages.
- 48.11 Any person suspecting a virus or any other concern is regards to the municipal computer system shall contact the IT Specialist.

49.0 SOFTWARE LICENSES, ACQUISITION, INSTALLATION AND SUPPORT

- 49.1 Only software provided by the Municipality and/or licensed to the Municipality may be installed on computer hardware that is provided by the Municipality. Unauthorized software shall not be used. Any exceptions to the above require approval from the I.T. Specialist.
- 49.2 Software provided by the Municipality may only be installed on computer hardware that is provided by the Municipality unless written approval has been received from the I.T. Specialist.
- 49.3 Software shall not be copied except for the sole purpose of backup. Piracy is strictly prohibited.
- 49.4 The Municipality will retain licenses and original copies of all licensed software.
- 49.5 Beta versions of software and Internet downloads (including software upgrades, freeware and shareware) must not be installed without written approval from the I.T. Specialist.
- 49.6 Departments may request that a product be added to the corporate standard. The I.T. Specialist will add that product to the list of standards where, in their judgment, the product will be of interest and benefit to a substantial number of corporate users.

50.0 MANAGEMENT OF USERS

- 50.1 Departments must notify the I.T. Specialist of all changes to be made to employees' User IDs. This includes disabling the person's access (temporarily or permanently), deleting the User ID, adding new users, changing access rights, advising of employee location changes, etc.
- 50.2 Upon employee termination or transfer, all documentation, email, programs, etc. are to be turned over to the employee's Senior Manager. No information is to be deleted or otherwise made inaccessible or non-functional regardless of storage medium. All information remains the property of the Corporation.
- 50.3 Users must surrender any documentation in their possession relating to the Corporation's hardware or software upon termination of their employment.
- 50.4 Management authorization must be given for an employee to have computer access outside their own work area and for after-hours access to computers.
- 50.5 All User IDs and passwords are confidential to each user and are not to be shared amongst users.
- 50.6 Users are accountable for all activities that occur under their User ID/password. Users are responsible for immediately reporting any known or suspected compromise of their User ID/password. If an irregularity is suspected, staff can examine logs to determine if unauthorized usage may be occurring.
- 50.7 Passwords must not be left where someone else can find it (e.g. taped to a PC, under a keyboard, etc).

51.0 EFFECTIVE DATE

51.1 These policies shall come into full force and effect on January 1, 2020.

51.2 Various policies within this document were amended in accordance with the Memorandum of Understanding signed by Council, Senior Management and Non-Management representatives, and shall be effective for the years 2020 to 2023.

SCHEDULE “A”

CLOTHING AND BOOT ALLOWANCE will be paid as follows:

1. Clothing Allowance
- \$231.00/year or \$175.00 (see chart below)
Paid through payroll – taxable benefit (No receipt required)
2. Boot Allowance and Safety Shirts (Specifically for health & safety purposes)
- All employees shall be eligible for boot allowance and/or safety shirts, if job requires.
- a) Boot Allowance
- The employee may utilize up to \$287.00/yr (Regular Full-time) & \$231.00/yr (Other than Regular Full-time) and may purchase up to two pairs from this amount. (Receipts are to be submitted for payment within the same calendar year of purchase)
- Casual employees that are required to wear safety boots to perform their assigned tasks are eligible to purchase boots.
- Note: the intent of this policy is to provide employees with green patch safety boots.
- b) Safety Shirts (Supplied by Employer)
- Two/year (Certified CSA Z96-02 Class 2 level 2 standard) - Solid or Mesh style)
3. The Employer will provide personal protective equipment (PPE) to protect all workers during the course of employment with the Municipality of Kincardine. All costs associated with PPE shall be borne by Municipality and the decision to purchase/replace the specified safety equipment will be at the discretion of the Senior Manager.

Payment by exception will be made by the Human Resources Department.

Boot (\$287.00)/Safety Shirts Only	*Clothing (\$231.00), Boot (\$287.00) & Safety Shirts	Boot (\$287.00), Safety Shirts	Clothing \$175.00
Director of Public Works	Water and Wastewater Supervisor	Members of the Health & Safety Committee who conduct workplace inspections.	All non-management employees not listed in categories to the left. Please see note below
Director of Building & Planning/CBO	Foreperson		
Director of Parks & Recreation	Mechanic		
Emergency Planning Co-ordinator	Building Inspectors		
Fire Chief	Operator Water/Waste Water		
Students (if requirement of the position)	Waste Management Site Cashier		
Inside Maintainers	Cemetery Supervisor		

Facility Supervisor	Cemetery Attendant		
	Horticulturist		
	Maintenance Person Fire Hall		
	Parks Supervisor		
	Outside Maintainer		
	Maintenance Supervisor		
	Landfill Site Attendant		
	Parks Worker		
	Utility Locator		

Please note the following groups are excluded from the above category:

- Employees receiving P.I.L.B. are exempt from clothing allowance.
- Casual employees are exempt clothing allowance.

The following Public Work Employees, namely the mechanic and water & wastewater operators are eligible for five pairs of coveralls per week (vis-à-vis, a bulk municipal service rental program).

*Employees who receive a uniform service will not be eligible for the clothing allowance. Public Works employees have the option to receive the coverall/uniform service or clothing allowance. As of January 1 of each year the Public Works Manager will create a master list showing the selection of each employee and changes to this list may be made upon the approval of the Senior Manager.

Senior Managers shall receive 1 article of municipal branded clothing up to \$175.00 annually.

The Fire Chief and Community Emergency Management Co-ordinator shall receive a dress uniform on an as required basis.

Staff that must wear supplied clothing, for identification purposes (i.e. Inside Maintainers, Facility Supervisor & By-Law Enforcement Officer) are not eligible for clothing allowance.

SCHEDULE "B"
MILEAGE RATE/NOTES (PRIVATE VEHICLE)

Notes:

1. The mileage rate will increase/decrease in accordance with the County of Bruce scheduled mileage rate. The Human Resources Department will monitor changes.
2. Individuals that drive municipal vehicles for personal driving will be subject to the taxable benefits as per the CRA.

SCHEDULE "C"**EXPENSE ALLOWANCES – CONFERENCES AND CONVENTIONS****1. Salary/Wages**

An employee's regular salary or wages will be paid for the working days of the conference or convention. No overtime salary will be paid for hours extended outside the employee's normal working day or for travelling time. **Please note: Conferences & Conventions are a privilege, not a mandatory requirement and thus, the employee is expected to contribute his/her time beyond the normal working day.**

2. Meals

At cost, to a maximum of \$100.00 per day with receipts. Allowance for meals supplied as part of the cost of registration will not be paid and will reduce daily maximum by the following: Breakfast - \$20.00, Lunch - \$30.00 & Supper, \$50.00).

3. Travel

By air, if more economical. If not, by rail, bus or automobile. The rate per kilometer for use of own automobile will be pursuant to Schedule B attached to and forming part of these policies.

4. Parking

Parking fees will be reimbursed at cost, supported by receipts, while attending the conference or convention,

5. Taxi and Rental Vehicles

Taxi fares or rental vehicles where the travelling arrangements make the use of this necessary. Receipts are required for rental vehicles.

6. Accommodation

All basic accommodation charges. All business calls in tandem with 1 personal call/day will be permitted. (Receipts are required)

7. Tips and Gratuities

Reasonable tips and gratuities.

8. Extraordinary Expenses

Only if subsequently approved by the Mayor or CAO.

9. Costs for Companion/Spouse

The Municipality will not pay the costs incurred because of a spouse or companion accompanying an employee to an approved event unless prior approval has been given by the Mayor or CAO.

10. Entertainment Expense

Entertainment expenses must be previously approved by the Mayor or CAO.

SCHEDULE "D"**SENIOR MANAGEMENT EMPLOYEES****a) Senior Management**

The following managers are designated senior managers in consideration of their level of responsibility and duties. They are required to regularly put in extra hours outside regular hours to attend meetings and to fulfill the job requirements.

Chief Administrative Officer
Director of Public Works
Director of Building & Planning
Clerk
Director of Parks & Recreation
Treasurer/Director of Finance
Fire Chief

b) Senior Managers overtime policy shall be:**i) Base Salary**

- includes attendance at the three regular Council meetings per month (i.e. 1st, 2nd & 3rd meeting).
- the existing one week extra vacation time shall be included to compensate the Council meetings attendance.

ii) Committee Duties/Overtime

For committee duties (including special meetings called by the Mayor) and regular overtime hours worked each Senior Manager is to be paid straight time or straight time off (i.e. at regular hourly rate)

SCHEDULE "E"
SHIFT PREMIUM RATES

Shift premium shall be paid at \$2.00 per hour for all hours worked outside regular departmental hours

	Regular Hours
Water & Sewer Utility	7:30 a.m. – 4:30 p.m. (5 days/week) includes 1 hr lunch
Public Works	7:30 a.m. – 4:30 p.m. (5 days/week) includes 1 hr lunch
Davidson Centre (Inside Maintainers)	8:00 a.m. – 4:00 p.m. includes ½ hr. lunch*
Parks/Horticulturist	7:30 a.m. – 4:30 p.m.

Employee/Department who utilizes flex hours will not be subject to a shift premium for flex hours that are outside of regular departmental hours.

*Inside Maintainers at the Davidson Centre must stay on-site during the lunch period and be available for public service

SCHEDULE "F"
STAND-BY REMUNERATION

a) Public Works/Roads

Summer - On a rotating basis one roads employee is paid \$100.00 per week standby from the 1st week of April to last week of October.

Winter – Three Roads Foremen are paid \$100.00 per week standby from 1st week of November to last week of March.

Public Works Operators are paid \$60.00 per week standby from 1st week of November 1st to last week of March.

Senior Mechanic or Mechanic shall be paid \$60.00 per week standby from 1st week of November to last week of March.

The Roads Supervisor shall be paid \$50.00 per week standby.

b) Water/Sewer

All year round, on a rotating basis, one Wastewater and Water Operator is paid \$100.00 per week standby. (Singular license)

or

Operator (with dual wastewater/water license) who is able to be on call is paid \$150.00 per week standby.

The on call Operator will receive an additional 15% pay for operator-in-charge duties.

Water Wastewater Supervisor shall be paid \$50.00 per week standby.

c) By-Law Enforcement Officer shall be paid \$50.00 per week standby.

d) Facility Supervisor shall be paid \$50.00 per week standby.

e) Maintenance Supervisor shall be paid \$50.00 per week standby

NOTE:

Standby Remuneration will be included with the market study to be completed in 2020; implemented in 2021, to ensure parameters/principles are in place to determine eligibility and payment amounts.

SCHEDULE "G"

Groups Offered/Not Offered Benefits

Group #1	Group #2	Group #3
12.5% in lieu of Benefits (P.I.L.B.)	Offered Benefits	Not Offered 12.5% or Benefits
Working less than 20 hrs/week	Working minimum of 20 hrs	Casual
Contract Employees ex. Seasonal	Participates in the Benefit Program including the vacation Progression	Students
12.5% In Lieu includes <ul style="list-style-type: none">- Cooperators Grp. Ins.- Green Shield Grp. Ins.- Sick Time- Easter Monday- Civic Holiday- Floater Holiday- Compassionate Leave- Clothing Allowance		

SCHEDULE "H"

Wage Increases: 2020 = 2.5%; 2021 = 2.0% + Market Study (indexed); 2022 =Min. 1.75% or CPI Protection up to 2.5%; 2023 = Min. 1.75% or CPI Protection up to 2.5%

2020 Pay Grid

Senior Management						
Grp	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
SM3	Treasurer/Director of Finance	\$ 107,758	\$ 112,068	\$ 116,551	\$ 121,213	\$ 126,062
SM2	Director of Building & Planning/CBO Director of Parks & Recreation Director of Public Works	\$ 103,766	\$ 107,918	\$ 112,233	\$ 116,721	\$ 121,391
SM1	Clerk Fire Chief	\$ 99,772	\$ 103,763	\$ 107,913	\$ 112,230	\$ 116,720
Non-Management						
Grp	Job Title					
NM11	Emergency Planning Coord Roads Supervisor Water and Wastewater Supervisor	\$ 39.17	\$ 40.72	\$ 42.33	\$ 43.93	\$ 45.51
NM10	Information Technology Specialist Manager, Human Resources Senior Building Inspector	\$ 37.23	\$ 38.60	\$ 40.00	\$ 41.36	\$ 42.72
NM9	Aquatic Supervisor Facility Supervisor Financial Coordinator Maintenance Supervisor Public Works Foreperson Recreation Supervisor Senior Mechanic Supervisor Revenue Services/Taxation Water and Wastewater Lead Operator	\$ 36.12	\$ 37.39	\$ 38.71	\$ 40.00	\$ 41.22
NM8	Building Inspector Community Development Officer Deputy Clerk Financial Analyst GIS Coordinator Mechanic Operator/Maintainer Water/Waste Water	\$ 32.04	\$ 33.16	\$ 34.26	\$ 35.34	\$ 36.46
NM7	By-Law Compliance Off./Bldg Insp Tourism Coordinator	\$ 30.91	\$ 31.92	\$ 32.92	\$ 33.90	\$ 34.91
NM6	Compliance Officer Executive Assistant - CAO Executive Assistant - Public Works Fire Prevention Officer Outside Maintainer - Lead Hand Parks Supervisor Payroll Coordinator Tax and Revenue Clerk	\$ 30.77	\$ 31.73	\$ 32.67	\$ 33.66	\$ 34.58
NM5	Cemetery Supervisor Horticulturist Planning Coordinator	\$ 28.11	\$ 28.94	\$ 29.81	\$ 30.65	\$ 31.53
NM4	Accounts Payable/Payroll Clerk Administrative Assistant - Building & Planning Administrative Assistant - Fire Dept. Administrative Assistant - Public Works Administrative Assistant - Recreation Financial Assistant - Recreation GIS/Administrative Assistant - Water/Waste Water Head Instructor/Lifeguard Inside Maintainer Licensing/Administrative Assistant Maintenance Person-Fire Hall Outside Maintainer Records Management Clerk Revenue Clerk Revenue Clk/Cashier/Reception-Kinc. & Under Utility Locator Utility Receivable/Revenue Clerk	\$ 25.51	\$ 26.24	\$ 27.03	\$ 27.80	\$ 28.57
NM3	Instructor/Lifeguard Landfill Site Attendant Waste Management Site Cashier	\$ 23.78	\$ 24.47	\$ 25.14	\$ 25.82	\$ 26.51
NM2	Cemetery Attendant Parks Worker	\$ 22.79	\$ 23.44	\$ 24.09	\$ 24.75	\$ 25.40
NM1	Custodian School Crossing Guard	\$ 21.95	\$ 22.58	\$ 23.20	\$ 23.82	\$ 24.44

This is a living document that is updated based on the Job Chart International Evaluation process.

Market Study

Complete in 2020; implement in 2021.

- Thereafter, complete in 4 years to coincide with last year of contract (2023); implement in 2024.
- Then, every 4 years thereafter and implement following year.

SCHEDULE "I"

Severance Terms

Agreement between the Senior Managers and Municipality of Kincardine

1. Due to the Senior Managers having to work in a political environment, it is deemed that:

If at any time the Senior Manager is either terminated, demoted or restructured at the discretion/action of Council/either upper or lower tier then: (If the demotion or restructuring does not result in a reduction in salary then this clause does not apply)

- A. The Municipality shall pay the Senior Manager 1 month severance pay for each year of accredited service in addition to the requirements under the Employment Standards Act.
- B. The severance payout shall have a maximum cap limit of 24 months.
- C. A minimum of 90 days notice shall be given by either party (Municipality or Senior Manager) prior to any separation being enacted.
- D. The Senior Manager is credited with five years of seniority, plus any separately negotiated accredited service, at the commencement of his or her employment with the Municipality. This seniority status shall be applicable to all benefits (wages/OMERS/Group Insurance/Vacation Entitlement).
- E. A confidential list of Senior Managers hiring dates and credited service will be kept on file in the Human Resources Department.

SCHEDULE "J"**COMPUTER PURCHASE GUIDELINES**

The standard hardware would be – CPU (tower), monitor, keyboard, mouse, speakers and printer. The standard software that would come with this equipment – Windows operating system, word processing, spread sheet, internal and e-mail.

1. Minimum purchase of \$500.00 with term of repayment no longer than one year maximum. (26 pays period as long as pay frequency remains bi-weekly).
2. Purchase of \$500.01 up to and including \$1,000.00 will have a repayment term of two years maximum. (52 pays period as long as pay frequency remains bi-weekly).
3. Purchase of \$1000.01 up to and including \$3,000.00 will have a repayment term of three years maximum. (78 pays period as long as pay frequency remains bi-weekly).
4. No additional purchases can be made until the term of repayment has expired.
5. Once an employee has completed the term of the agreement, the employee may enter into another agreement.
6. To obtain applicable forms please see Human Resources Department.