



## **POLICY No. 2012-02**

### **Employment Conditions for Non-Union Employees**

**Originating Department** CS-HR-08-2012

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#### **I. PURPOSE**

To outline employment conditions governing Haldimand County Non-Union Employees.

#### **II. POLICY**

The Corporation maintains the right to manage and direct all operations of the Corporation to maintain order, discipline and efficiency of the operations. The Corporation shall exercise these rights in a fair and reasonable manner.

The terms and conditions of employment for Non-Union employees shall be governed by this policy, unless otherwise established in an individual fixed term employment agreement, Corporate Policy or the Employment Standards Act.

#### **III. SCOPE**

This applies to all Non-Union employees, including but not limited to permanent, temporary, contract and students. This does not apply to Volunteer Firefighters and Library Board Employees.

#### **IV. DEFINITIONS**

**Business days** Those days that an employee's working location is open for business. Generally, this is Monday to Friday (excluding Holidays), except for Grandview Lodge which is a 24/7 operation.

Casual	An employee who does not have a regular schedule, but is called upon periodically to work and must not unreasonably deny shifts.
Full-time	An employee who is regularly scheduled to work 35 hours per week.
Job Share	An arrangement where two employees divide the hours and responsibilities of one position, as defined by a written agreement, signed by the parties entering into the job-sharing arrangement and approved by the General Manager. A job share employee shall be considered "Permanent Part-time" for the purpose of this policy, unless otherwise stated in the job share agreement.
Part-time	An employee who is regularly scheduled to work up to 24 hours per week.
Permanent	A full-time or part-time employee who is filling a position on an on-going basis, with no defined term or end date.
Student	A temporary full-time or part-time employee who meets the criteria of being a "student" including, but not limited to, returning to school on a full-time basis the following semester.
Supervisor	The Non-union employee to whom an employee directly reports. This could be either a Non-union Supervisor, Manager, General Manager or Chief Administrative Officer (CAO), depending on the reporting relationship.
Temporary	A full-time or part-time employee who is filling a position for a specific term or task.

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## **Section 1: Performance and Development**

### **1.1. PROBATIONARY PERIOD**

A newly hired permanent employee shall be subject to a six-month probationary period; whereas, an employee who is appointed from a permanent position to a different permanent position shall be subject to a three-month probationary period, based on the hire date for the position.

The performance of a probationary employee shall be evaluated at least once during the probationary period. This probationary period may be extended, up to an additional six months, if deemed warranted by the General Manager, after consultation with the Manager of Human Resources.

### **1.2. PERFORMANCE MANAGEMENT**

#### **a. Performance Planning and Assessment**

Once the probationary period is satisfied, the Manager shall meet with each employee at least once every 12 months to provide feedback on the employee's work performance in the previous year and plan for the upcoming year. The results of this meeting shall be documented and a copy forwarded to the applicable General Manager and the Human Resources Division.

#### **b. Performance Development**

In addition to coaching and providing training on an as needed basis, the Corporation may, either as a condition of hiring or for skill development of a current employee, create a performance development plan, which contains specific knowledge or skill development goals within an expressed time frame.

#### **c. Discipline**

Haldimand County employees are expected to follow all policies, procedures and practices of the Corporation, as well as to perform work at an acceptable standard, as established by the Supervisor.

Progressive discipline may be used to address performance concerns. Unless unique circumstances warrant, the following progressive disciplinary sequence will be used:

- Coaching Discussion to set performance expectations, confirmed in writing
- Verbal Reprimand, confirmed in writing
- Written Reprimand
- Suspension

- Termination

Supervisors shall consult with the applicable Manager, General Manager and the Manager of Human Resources when considering disciplinary action. A recommendation to either suspend or terminate requires the approval of the CAO, or designate.

Any disciplinary action shall be documented and provided to the employee, with a copy forwarded to the General Manager and the Human Resources Division for placement in the employee's personnel file. An employee shall have the opportunity to respond, in writing, to any disciplinary action and request that a copy be placed in their personnel file. After eighteen (18) months, if there are no related incidents, the employee may request removal of the disciplinary record(s).

Continued employment shall be conditional upon satisfactory performance at any time.

## **Section 2: Time Spent Working**

### **2.1. SALARY ADMINISTRATION**

An employee shall be paid the rate of pay established for the position in accordance with the applicable Non-union Employee Salary Schedule, as approved by Council from time to time. Employees shall be paid bi-weekly, through direct deposit, in the week following the completion of a pay period.

An employee hired externally shall commence at the start level of the grade for the position.

An employee promoted internally, on a permanent basis, shall commence at the step of the higher paying position that guarantees a 5% increase to their regular hourly rate from the pre-promotion position, but not to exceed the job rate of the higher rated position.

Progression through the steps for the grade shall be on an annual basis, with the exception of part-time employees who shall progress upon working the annual equivalent number of full-time hours. Progression shall be automatic, unless performance is unsatisfactory.

Any exceptions to the above must be approved by the CAO.

### **2.2. NORMAL HOURS OF WORK**

An employee's work schedule shall be developed by the Supervisor in consultation with the employee.

- Full-time employees shall regularly work thirty-five (35) hours per week.
- Part-time employees shall regularly be scheduled up to twenty-four (24) hours per week, but may be scheduled more than 24 hour per week, periodically, to meet operational requirements.
- Student employees shall have normal hours of work not to exceed thirty-five (35) hours per week, with the exception of students working in camps and pools. It is recognized that these students may be regularly scheduled up to forty (40) hours per week during the months of July and August.

An employee working a full business day is entitled to a one (1) hour unpaid lunch period per working day and two fifteen (15) minute paid rest periods.

Student employees working in Camps are entitled to a one (1) hour paid lunch period that shall be recorded as flex time, and are required to stay on site and be available during this period.

There may be circumstances when an employee may be required to work outside of normal hours of work. Hours of work shall be subject to the provisions of the Flex Time Policy for all positions below Grade 10, including students:

### **2.3. OVERTIME**

All overtime must be approved by the Supervisor, in advance of working the excess hours. Overtime for students and employees in Grades 1-9 is only accumulated when an employee accumulates flex time in excess of the maximum, as outlined in the Flex Time Policy.

#### **a. Provisions**

##### *i. Grades 1-6*

Any hours over the maximum flex bank are allocated to overtime using a multiplier of 1.5. Overtime may be compensated in one of the following ways:

- Equivalent Time Off – An employee may be required to take the equivalent time off, at a time that is mutually agreeable between the employee and Supervisor within the calendar year.
- Paid Overtime – An employee may be paid for banked overtime hours at their current hourly rate, subject to Supervisor approval.

An employee who has overtime hours remaining in his or her overtime bank as of the last pay period of any calendar year shall utilize those hours by June 30th of the following year. Any hours from the previous year not utilized shall be paid out, at the employee's current rate, by August 1st.

##### *ii. Grades 7-9*

Any hours over the maximum flex bank are allocated to the overtime bank using a multiplier of 1.0.

An employee in grades 7-9 may bank up to a maximum of 70 hours of overtime, per calendar year. Once banked, the overtime may be compensated, as follows:

- Equivalent Time Off – An employee may be required to take the equivalent time off, at a time that is mutually agreeable between the employee and Supervisor within the calendar year.
- Paid Overtime – An employee may request a portion of the eligible banked overtime hours to be paid out at their currently hourly rate, subject to Supervisor approval.

- Any additional overtime banked in the year (over 70 hours) shall not be paid out or granted equivalent time off, unless the overtime is due to an Exceptional Circumstance, as outlined below in section 2.3(B).
- Overtime banked shall not be carried over to the following year. Any eligible overtime that remains unused/unpaid at the end of the calendar year, shall be paid out automatically, at the employee's current rate, following the end of the calendar year in which it was earned.

*iii. Grades 10 and above*

An employee in grades 10 and above shall not be eligible for paid overtime or granted the equivalent time off, unless the overtime is due to an Exceptional Circumstance, as outlined below in section 2.3(B). Any additional time required to meet the goals and objectives of the Corporation is compensated by additional vacation entitlement to employees in Grades 10 and above, as outlined in section 3 "Time Away from Work".

**b. Exceptional Circumstance**

Situations shall be declared an "Exceptional Circumstance" by the CAO, or designate, when all of the following criteria are met:

- incident affects multiple divisions;
- there is a need to deploy resources in a way not normally required;
- CAO or General Manager has approved the requirement for individual(s) to respond to the exceptional situation beyond normal working hours;
- situation lasts more than 48 consecutive hours; and
- an emergency command centre and/or management contingency plan is put into effect to deal with the situation. An official "State of Emergency" declaration is not required.

The following provisions apply to compensation for overtime worked during a declared Exceptional Circumstance:

- The CAO or General Manager must confirm the individuals that are eligible for additional compensation and approve the total hours to be compensated.
- Employees in grades 1-6 shall be compensated in accordance with Flex Time Policy provisions, unless otherwise determined by Council.
- Employees in grades 7-13 shall be paid at straight time, at the rate earned, unless otherwise determined by Council.
- The CAO and General Managers shall not be paid for any overtime worked during an Exceptional Circumstance, unless otherwise determined by Council.

The situation and financial impact shall be reported to Council at the earliest convenience.

## **2.4. ON-CALL**

The CAO shall approve those positions that are required regularly to be on-call. This will primarily apply to 24/7 operations. Employees who are assigned, in writing, to be on-call shall:

- carry the designated device, turned on, with them at all times, and
- be able to respond immediately and report to work when necessary

### **Compensation**

- An on-call payment shall be paid at the rate established in accordance with the Non-union Employee Salary Schedule, as approved by Council, when assigned to be on-call outside of regular working hours.
- While on-call, time required to respond to an issue, including travel time, shall be administered in accordance with section 2.3 above, and the Flex Time Policy.

## **2.5. ACTING PAY**

Acting pay shall be provided as follows:

### **a. Assignment of Full Responsibilities**

An employee temporarily assigned to perform the full responsibilities of a higher paying position for greater than ten consecutive business days shall be paid, subject to the approval of the CAO, at the next step of the higher paying position that guarantees an increase to their regular hourly rate.

### **b. Assignment of Additional Essential Responsibilities**

An employee temporarily assigned to perform some of the essential responsibilities of an equal or higher paying position, in addition to their regular job duties, for greater than ten consecutive business days shall be paid, subject to the approval of the CAO, an increase of 5% to their regular hourly rate.

### **c. Responsibility Premium for Mandated Task**

A premium of 5 % to their regular hourly rate or seventy-five cents (\$0.75) per hour, whichever is greater, shall be paid to an employee, when all of the following conditions are met:

- Temporarily assigned by the Supervisor, with approval of General Manager,
- Assignment relates to performance of a legislated or policy driven task(s) of greater responsibility, which is normally performed by a higher paid position,

- Assignment is for greater than four consecutive hours, and
- The Regular incumbent is unavailable to perform the work.

## Section 3: Time Away from Work

### 3.1. VACATION

#### a. Permanent Full-time Employee

To calculate active, continuous service for the purpose of determining paid vacation entitlement, a vacation entitlement date shall be established based on:

- an employee's most recent date of hire, without a break in service;
- part time hours worked, if transferring from a part-time position (using 1820 hours worked as one year of service); or
- enhanced entitlement, as outlined below.

##### i. *Vacation Entitlement*

<b><i>Year in which employee completes active, continuous service</i></b>	<b><i>Paid Vacation Entitlement (Prorated in the employee's first year, based on start date in the position)</i></b>
First year of Service (0) – five (5) years	Three (3) weeks
Six (6) years – Ten (10) years	Four (4) weeks
Eleven (11) years – Fifteen (15) years	Five (5) weeks
Sixteen (16) or more years	Six (6) weeks

##### ii. *Enhanced Entitlement*

- The CAO may approve enhanced entitlement up to the total maximum entitlement of six (6) weeks (exclusive of any management enhancement in lieu of paid overtime) under the following circumstances:
  - a. For a new employee, where additional vacation entitlement is warranted for recruitment; or
  - b. For a current employee, where additional vacation entitlement is warranted for retention.
- An employee in a position in Grade 10 or above shall receive one additional week of paid vacation (prorated for new hires) in recognition of attendance at meetings, overtime requirements and any other personal time that is required to

meet the goals and objectives of the position. This additional paid vacation is in lieu of paid overtime.

*iii. Vacation Usage*

Vacation entitlement begins January 1st in the calendar year and is to be taken by December 31st of the same year. Vacation schedules and any subsequent changes are subject to the approval of the appropriate Supervisor.

- Switching Scheduled Vacation dates for flex or overtime days in lieu

Once vacation is scheduled, flex time or overtime balances may not be substituted

- Hospitalization during Scheduled Vacation

An employee who qualifies for sick leave requiring hospitalization during scheduled vacation shall not have a deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date. "Hospitalization" shall be deemed to include a period when the employee, although not actually admitted to hospital, is incapacitated for medical reasons. Claims must be substantiated in writing by the treating physician.

*iv. Vacation Carry-over*

A request for vacation carry-over must be submitted in writing to the appropriate Supervisor.

- A carry-over of up to two weeks' vacation shall be subject to the approval of the General Manager provided that the employee has taken a minimum of 2 weeks' vacation in the current year.
- A carry-over of more than two weeks' vacation shall be subject to the approval of the CAO.

Supervisors shall ensure vacation entitlement, for which carry-over has not been approved, is scheduled and taken by no later than December 31 of the current year.

*v. Vacation Payout*

Payout of unused vacation shall be considered on an exceptional basis only and shall require CAO approval. All requests must be in writing and include reasons to justify the payout. Any approved vacation payout shall be at the employee's rate of pay during the year in which it was earned.

*vi. Vacation at Time of Retirement, Resignation, Termination or Death*

An employee shall be entitled to a prorated value of the vacation earned for the period from January 1st to the date of retirement, resignation, termination, or death, less the amount of vacation already used in the calendar year, plus any carried-over vacation entitlement not utilized.

Any amount of vacation that has been paid out or utilized, over and above the pro-rated entitlement, must be paid back to the Corporation.

*vii. Vacation for a Personal Leave of Absence or Layoff*

During an approved unpaid absence not exceeding thirty (30) continuous days, service will accrue for the purpose of vacation. An employee's vacation entitlement shall be reduced in proportion to the number of working days lost, in excess of thirty (30) calendar days, when an employee is laid off or is granted a Personal Leave of Absence without pay for a period of longer than thirty (30) calendar days.

**b. Part-time / Temporary / Student Employee**

An employee shall receive vacation pay, equal to a percentage of their gross earnings less percentage in lieu of benefits, on each bi-weekly pay as outlined below.

Hours Worked	% Vacation Pay
0 – 6,340	4
6,341 - 12,480	6
over 12480	8

Note: Permanent part-time and temporary employees must take vacation time off in accordance with the Employment Standards Act. Time off must be approved by the employee's Supervisor and can be taken as time off without pay or using any available banked time.

**3.2. RECOGNIZED PUBLIC HOLIDAYS**

Public Holiday pay shall be calculated in accordance with the Employment Standards Act, for the following:

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

When the holiday falls on a Saturday or Sunday, the holiday shall be observed on the following Monday, unless otherwise approved by the CAO.

### **Working on a Recognized Public Holiday**

An employee who is required to work on a recognized public holiday shall be compensated as follows:

*i. Students*

- Public Holiday Pay, calculated in accordance with ESA;
- Actual hours worked on a public holiday paid at double (2x) the regular hourly wage.

*ii. Grades 1 to 13*

- Public Holiday Pay, calculated in accordance with ESA;
- Actual hours worked on a public holiday paid at straight time, and
- In lieu of the public holiday, bank 7 hours as "Public Holiday", or the equivalent number of Public Holiday hours if not in a permanent full-time position (as calculated in accordance with ESA) to be taken off at a later date.

*iii. General Managers and CAO*

- Public Holiday Pay, calculated in accordance with ESA;
- In lieu of the public holiday, bank 7 hours as "Public Holiday", or the equivalent number of Public Holiday hours if not in a permanent full-time position (as calculated in accordance with ESA) to be taken off at a later date.

### 3.3. MEDICAL LEAVE

#### a. Sick Leave Procedure

An employee shall, on the first day or part day of an illness, and as requested thereafter, report such an illness to their Supervisor. For short term leaves, medical documentation may be requested, if deemed necessary by the Supervisor.

If a sick leave extends beyond ten (10) consecutive business days, a Supervisor shall require an employee to have their attending physician/medical professional complete a Haldimand County Capabilities (CAP) form. The CAP form must confirm the nature of the medical leave, identify an expected return to work date and any accommodations to facilitate a return to work.

Depending on the circumstances of the medical leave, one or more CAP forms may be required. The employee shall be reimbursed for the cost of any CAP forms required, to an upset limit as established by the Corporation.

An employee who fails to submit the required medical documentation may be deemed to be on an unpaid Personal Leave of Absence.

#### b. Permanent Full-time Employee Medical Leave

##### i. *Earning Sick Leave Credits*

An employee shall receive one (1) day sick leave credits per month of active, continuous, full-time service. Where an eligible employee is absent from work without pay, or on a paid sick leave, in any month, the sick leave credit shall be adjusted as follows:

Working Days Absent	Monthly Sick Leave Credit
0-9 days inclusive	1 day
10-15 days inclusive	0.5 day
16 or more days	Nil

Note: the above adjustments do not apply during an approved Pregnancy, Parental or Adoption Leave.

Any qualification for a reduction in premiums payable for Employment Insurance, as a result of this sick leave procedure, shall accrue to the credit of the Employer and employees shall not be entitled to claim any portion of such reduction as a result of other benefits received.

*ii. Using Sick Leave Credits*

Sick leave credits may be used to provide continuation of wages for personal illness or injury of the employee. Sick leave credits may not be used for absences from work for non-health related or personal reasons, or for illness or medical appointments of other family members or elder care/child care.

Employees are encouraged to book routine medical appointments on days off. Where this is not possible, an employee may utilize banked time, such as flex, vacation or sick leave credits, to accommodate medical and / or dental appointments / treatments.

Medical leave, whether for illness or medical appointments, shall be deducted from an employee's sick leave bank based on the hours absent from work.

*iii. Insufficient Sick Leave Credits*

An employee who remains incapacitated and has exhausted all sick leave credits may utilize banked time, including flex or vacation banks accumulated up to the date the sick leave credits were exhausted.

Once all banked time has been utilized, an unpaid medical leave may be granted to a maximum of two (2) years, at which time employment may be terminated subject to the provisions of the Ontario Human Rights Code. An employee's vacation entitlement shall be reduced in proportion to the number of working days lost while on an unpaid medical leave.

*iv. Benefit Entitlement*

An employee shall continue their entitlement to certain benefits, as determined by the provider, while using sick leave credits.

Once sick leave credits are exhausted, continuation of any benefits shall be subject to the approval of the provider. The Corporation shall pay the approved benefit premiums for up to sixty (60) calendar days. Beyond sixty days, an eligible employee who wishes to maintain benefit coverage must submit postdated payments for 100% of the full monthly premium costs. If the employee elects not to continue benefits, they will be discontinued and cannot be reinstated during the term of the leave.

*v. Recovery of Damages*

An employee who recovers damages by way of action or settlement from a third party, may repay to the Corporation a sum so as to restore such employee's sick leave credits to the position in which they were before such related utilization, based on their regular rate of pay at that time.

vi. *Workplace Safety Insurance Board (WSIB) Waiting Period*

While awaiting the adjudication of a WSIB claim, an employee may utilize available sick leave credits. If the claim is approved, the employee shall assign the WSIB benefits to the Corporation and the equivalent sick leave credits shall be restored to the employee's bank.

**c. Part-time and Temporary Employee Medical Leave**

A part-time and temporary employee is not entitled to sick leave credits, unless otherwise stated in an individual employment agreement/contract. A part-time employee may be granted an unpaid medical leave to a maximum of two years. A temporary employee may be granted an unpaid medical leave, which is not to extend beyond the end of the work term.

**3.4. BEREAVEMENT LEAVE**

A permanent employee shall be granted five (5) consecutive business days off, but shall only receive pay for all regularly scheduled hours lost to accommodate the bereavement leave, upon the death of the employee's:

- spouse
- child
- grandchild
- sibling
- parent or parent-in-law
- grandparent or grandparent-in-law
- son-in-law or daughter-in-law

A permanent employee shall be granted three (3) consecutive business days off, but shall only receive pay for all regularly scheduled hours lost to accommodate the bereavement leave, upon the death of the employee's or their spouse's:

- great grandparent
- brother-in-law or sister-in-law
- aunt or uncle
- niece or nephew

Subject to the approval of the Supervisor, an employee may receive pay for regularly scheduled hours lost to attend the funeral of a current employee who the employee worked with on a regular basis

## Notes:

- 1) Bereavement leave shall be taken as consecutive days off, within twelve (12) months of the date of the death; however, if circumstances require, an employee may distribute their bereavement leave entitlement over two occasions with the approval of the employee's Supervisor.
- 2) Relatives also include "step and foster" relationships.
- 3) "In-law" refers to the employee's current in-law(s) only.
- 4) "Spouse" shall be defined as an individual of the same or opposite sex to whom the employee is married or has co-habitated with for a period of not less than the past twelve (12) consecutive months.

### **3.5. JURY DUTY**

A permanent employee called for jury selection, jury duty or summoned as a subpoenaed witness shall advise their Supervisor, and shall be paid by the Corporation to ensure no loss of regular earnings for all such time spent. The employee shall remit to the Corporation the full amount of any payment received for such jury or subpoenaed witness duty, excluding expense reimbursement. The Corporation will not reimburse for travel, meals and other expenses incurred during the leave.

If a Supervisor requires an employee on jury duty leave to work additional hours on County business, such time shall be recorded in accordance with Flex Time provisions.

### **3.6. OTHER LEAVES**

#### **a. Pregnancy, Parental or Adoption Leave**

Pregnancy, Parental or Adoption Leave will be granted, in accordance with the ESA and Employment Insurance Act.

An employee is required to give at least one (1) month's written notice of commencing a leave for pregnancy, parental or adoption, except in emergencies. An employee may continue their entitlement to Benefit Plans, as determined by the provider, as well as the accrual of applicable vacation and sick leave credits, while on Pregnancy, Parental or Adoption Leave.

A permanent employee shall be granted three working days leave of absence with pay, for the purpose of supporting a partner who is taking pregnancy, parental or adoption leave. Such three days leave of absence can be taken in part or in whole but in no case shall such leave extend past the third day after the mother and/or child have returned home.

An employee may request, in writing, an unpaid extension to a pregnancy, parental or adoption leave, of up to three (3) months, provided the request is received at least one (1) month prior

to the end date of the original leave. If such extension is approved, it shall be confirmed, in writing, by the General Manager. An employee's vacation and sick leave entitlements shall be prorated so as not to accrue during the unpaid extension. Further, the employee must submit postdated payment for 100% of the full monthly benefit premium costs related to Extended Health Care, Dental, Life and Accidental Death and Dismemberment insurance coverage, for each month that the employee is on an unpaid extension to pregnancy, parental or adoption leave.

#### **b. Personal Leave of Absence**

An employee may request an unpaid leave of absence, for a personal reason, outlined in writing, at least four (4) weeks in advance of such leave, except in emergencies. If the Personal Leave of Absence is approved, the Supervisor shall define the duration and conditions in writing, including reference to any ESA provisions.

An employee who uses a leave of absence for a purpose other than that for which it was granted may be subject to disciplinary action, up to and including termination of employment.

Subject to the provider's approval, an eligible employee on a Personal Leave of Absence longer than sixty (60) days may choose to continue their Extended Health Care, Dental, Life and Accidental Death and Dismemberment insurance coverage. Should the employee wish to maintain this benefit plan coverage, the employee must submit postdated payment for 100% of the full monthly premium costs of these benefits prior to the start of the leave. If no election of benefits is made prior to the start of the unpaid leave of absence, benefits will be discontinued and cannot be reinstated during the term of the leave of absence.

### **3.7. PREPAID LEAVE PLAN**

Prepaid Leave is available to a permanent full-time employee wishing to spread four years' salary over a five year period, in accordance with the Income Tax Regulations, to enable the employee to take a one-year uninterrupted leave of absence immediately following four consecutive years of salary deferral.

The employee must submit a written application to the Supervisor, for approval by the General Manager, subject to operational requirements. Such application must be submitted at least six months prior to the intended commencement date of the program, stating the intended purpose of the leave.

Approval of the prepaid leave plan shall be subject to the employee entering into a formal agreement with the Corporation. Such agreement shall include, but is not limited to, the following:

- the period of salary deferral and the period for which the leave is requested;
- the manner in which the deferred salary is to be held and subsequently repaid to the employee;
- the condition that the employee must not be employed elsewhere during the period of the leave;
- the condition that the employee may be recalled to their position because of operational requirements;
- a statement that, the employee commits to remain working for the Corporation for a period of at least one year upon returning from the leave.

During the four years of salary deferral, twenty percent of the employee's base regular earnings shall be deducted from the employee's bi-weekly pay, and held by the Corporation as a future liability to be reimbursed to the employee. All benefits shall be kept whole during the four years of salary deferral.

All deferred salary, plus accrued interest, if any, shall be paid to the employee in accordance with the payment schedule outlined in the prepaid leave plan agreement. Any interest accrued shall be reported annually to the employee, for tax purposes.

During the one-year prepaid leave, vacation and sick leave credits shall not accumulate. Credited service for the purpose of vacation and salary progression shall not accrue during the one-year prepaid leave.

Subject to the insurance company's approval, an employee may choose to continue their Extended Health Care, Dental, and Life insurance coverage. Should the employee wish to maintain this benefit coverage the employee must submit post-dated payments for 100% of the full monthly premium costs of these benefits prior to the start of the leave. If no election of benefits is made prior to the start of the unpaid leave of absence, benefits will be discontinued and cannot be reinstated during the term of the leave of absence. An employee is not entitled to Long Term Disability Insurance and Accidental Death and Dismemberment coverage during the leave.

The Corporation or the employee may withdraw from the plan at any time, provided three months' written notice is given, except in emergencies. If the Corporation or the employee terminates employment, the deferred salary held by the Corporation plus accrued interest, if any, shall be returned to the employee within a reasonable period of time.

Following the twelve month leave, the employee shall be reinstated to their former position, unless the position has been discontinued, in which case consideration will be given to alternative employment.

## **Section 4: Additional Benefits**

### **4.1. BENEFIT PLANS**

Plans are administered through a third party and provisions shall be in accordance with the current contracts with such insurer.

#### **a. Permanent Full-time Employee**

An employee will become eligible for the following Benefit Plans, after three (3) months of continuous service in a permanent full-time position, unless otherwise approved by the CAO:

- Extended Health Care Plan
- Dental Plan
- Basic Life Insurance Plan
- Accidental Death and Dismemberment Insurance
- Long Term Disability Insurance

In the event of the death of an active, eligible employee, the Corporation shall pay the cost of continuing the enrolment of the eligible dependent(s) of the deceased employee in the Extended Health Care and Dental Plan, in accordance with the terms of the Plan, for twelve (12) months after the date of death or the date that the dependent is no longer considered eligible, as determined by the insurer, whichever is the earliest.

Optional Life Insurance is available to an employee and/or an employee's spouse, subject to approval of evidence of insurability. The cost of optional life insurance is 100% paid by the employee and is deducted from their pay.

Benefit coverage will terminate when the employee reaches age sixty-five (65). An employee who reaches the age of 65 years, up to and including 71 years, who would otherwise be eligible for health and insured benefits will instead be eligible for:

- Extended Health Care and Dental Plans identical to that provided to other Non-Union employees, or equivalent, with the following exceptions:
  - The employee will no longer receive prescription drug benefits for drugs ordinarily covered by the Ontario Drug Benefit (ODB) Plan or any successor thereto;
  - Any annual deductible and/or co-payment required under the ODB pay is the responsibility of the employee
- A non-taxable life insurance benefit in the amount of \$10,000.00 payable to the Employee's estate or designate, in the event that the employee dies prior to termination or retirement.

## **Early Retirement Benefits**

In the case of retirement prior to age sixty-five (65), the Corporation shall continue to pay the premiums for Extended Health Care and Dental Plans, as well as Basic Life Insurance coverage, based on the individual employee's coverage in effect at the date of retirement, until the employee reaches age sixty-five (65), if an employee:

- is fifty-five (55) years of age or older,
- has been an active employee for at least 5 years with Haldimand County, and
- is currently collecting an unreduced early retirement under the OMERS pension plan.

Should the early retiree elect not to continue participation in the Extended Health Care or Dental Plan at the time of retirement, they shall not be eligible to re-enroll at a later date.

The coverage provided to early retirees, or their surviving spouse/dependents, shall be the same coverage provided to active members of the Non-union group.

While in receipt of the above early retirement benefits, should a retired employee die prior to age sixty-five (65), the employee's eligible dependent(s) shall receive such benefits until the date at which the deceased employee would have turned age sixty-five (65) or the date that the dependent is no longer considered eligible, whichever is the earliest.

### **b. Part-time / Temporary Employee**

After 400 hours worked, a permanent part-time employee shall receive, as a payment in lieu of Benefit Plans, 12.5% of all regular earnings. This payment in lieu shall be reduced by 6%, if enrolled in OMERS.

A temporary employee (including a student) is not entitled to enrolment in the Benefit Plans, or a payment in lieu of Benefits Plan, unless otherwise indicated in the employment agreement.

## **4.2. PENSION PLAN (OMERS)**

### **a. Permanent Full-time Employee**

A permanent full-time employee shall enroll, at the commencement of their employment, in the Ontario Municipal Employees Retirement System (OMERS). Both the Corporation and the employee shall contribute to the pension plan, in accordance with the current terms set out by OMERS.

#### **b. Part-time / Temporary Employee**

A permanent part-time or temporary employee may be eligible to enroll in OMERS. Such employee shall be notified annually if they meet the eligibility criteria set out by OMERS. Should an employee be eligible, and opt to enroll in the program, the following shall occur:

- Percentage for the payment in lieu of benefits shall be decreased to 6.5%;
- Employee contributions shall be deducted from the employee's pay cheque, starting January 1 of the applicable year, in accordance with the current terms of the OMERS Plan; and
- Participation in the pension plan shall continue until termination of employment, retirement, or death of the employee, as the employee shall not be able to opt out of the program once enrolled.

#### **4.3. EMPLOYER SUPPLIED UNIFORMS**

The Corporation shall supply personal protective equipment, as outlined in the applicable Health and Safety policy. An employee required to wear safety footwear, must supply their own and shall be reimbursed up to one hundred seventy-five (\$175.00) dollars per approved replacement, in accordance with the Personal Protective Equipment Policy. Effective January 1, 2021 employees shall be reimbursed up to two hundred (\$200.00) dollars per approved replacement.

The CAO shall approve the provision of uniformed clothing, to those persons required to be identified as an employee of the County

## **Section 5: Dispute Resolution**

### **5.1 COMPLAINT PROCEDURE**

In a situation where a dispute arises over the interpretation or application of any provision in this policy or any other employment matter, the CAO, or designate, shall adjudicate with the decision binding on all concerned.

An employee having cause for complaint shall first discuss the matter with their Supervisor within ten (10) working days of the occurrence giving rise to the complaint. The Supervisor shall investigate and discuss the concern with the employee within ten (10) working days of receipt of the complaint. If the complaint pertains to the employee's Supervisor, the employee may discuss their concerns with the next higher level of management, or the Manager of Human Resources.

In the event that the Supervisor fails to respond within the time specified, or the response is not satisfactory to the employee, that employee may submit his or her complaint directly to their General Manager. The General Manager shall discuss the concern with both the employee and the Supervisor within ten (10) working days.

If, within this time frame, there is no response, or the response from the General Manager is not considered appropriate, the employee may submit their concern, in writing, to the CAO. The CAO, on receipt of an employee's written concern, shall conduct an investigation into the complaint, and respond, in writing, to the employee and the General Manager. A copy of the decision of the CAO, and other documents relative to the complaint, shall be kept in a confidential file within the Human Resources Division.

## **Section 6: Grandfathered Provisions**

### **6.1. SERVICE DATES FOR EMPLOYEES HIRED PRIOR TO RESTRUCTURING**

An employee with continuous service from a predecessor municipality, who was hired by Haldimand County as of January 1, 2001, shall have their past service recognized for the purpose of:

- hire date;
- calculating vacation entitlement; and
- service recognition.

### **6.2. PAYOUT OF SICK LEAVE CREDITS**

#### **a. Employees Hired Prior to March 12th, 1981 by the former Region of Haldimand Norfolk, in a permanent full-time Non-union position.**

An employee hired into a permanent full-time position prior to March 12th, 1981, with no break in service, shall be entitled to a payment equal to the value of one-half (.5) of the balance of the employee's accumulated sick leave credits, to a maximum of one hundred thirty (130) days, at the current hourly rate, upon termination of employment for any reason.

The effective date of this Section in respect to Grandview Lodge is July 9, 1981, rather than March 12th, 1981.

#### **b. Employees Hired between March 12th, 1981 and December 31, 1985 by the former Region of Haldimand Norfolk, in a permanent full-time Non-union position.**

An employee hired into a permanent full-time position on or after March 12th, 1981 and as at December 31, 1985, with no break in service, shall be entitled to a payment equal to the value of one-half (.5) of the balance of the employee's accumulated sick leave credits, to a maximum of one hundred thirty (130) days, at current hourly rate, upon retirement under the terms of the OMERS Pension Plan, and for no other cause of termination.

The effective date of this Section in respect to Grandview Lodge is July 9, 1981, rather than March 12th, 1981.

#### **c. Employees Hired on, or after, January 1st, 1986 by the former Region of Haldimand Norfolk, in a permanent full-time Non-union position.**

An employee hired into a permanent full-time position on or after January 1st, 1986, shall not be entitled to any sick leave payout.

**d. Other Employees of the former Region of Haldimand Norfolk, Town of Dunnville, Town of Haldimand and City of Nanticoke as at January 1, 2001.**

An employee of any predecessor municipality hired by Haldimand County as at January 1, 2001 is not entitled to a payout of any accumulated sick leave credits, unless outlined above.

REVISION HISTORY					
REPORT	CIC		COUNCIL		DETAILS
CS-HR-06-2014	13-May-14	25	20-May-14	87-14	Clarification of provisions, amended the Flex Time Policy, amendment to sick leave reductions, and granted authorization to the Senior Management Team to approve future revisions conditional on such changes not having a financial impact
CS-HR-06-2016	21-Jun-16	24	27-Jun-16	119-16	Update to Safety Footwear Reimbursement Amount (Section 4.3)
HRD-04-2020	3-Mar-20	20	9-Mar-20	49-20	Various Non-Union compensation related items and housekeeping changes as outlined in CIC report.
	Date	Rec#	Date	Res#	
	Date	Rec#	Date	Res#	
	Date	Rec#	Date	Res#	