

Municipality of the District of Lunenburg POLICY

Title: Personnel Policy	
Policy No. 051	
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ARTICLE 1 - TERM OF POLICY AND STAFF POSITIONS

- 1.01 This policy is made between the Municipality of the District of Lunenburg (the "Municipality") being the employer, and all permanent full-time, permanent part-time, and temporary employees employed by the Municipality.
- 1.02 Unless otherwise specified in the Employment Contract or Letter of Hire, all articles of this Policy apply to all classes of employees.
- 1.03 Any reference to Council found within this Policy shall be a reference to the Municipality of the District of Lunenburg's Municipal Council.
- 1.04 The provisions of this Policy shall be effective on the 10th day of November, 2009 and may, from time to time, as the Municipality deems necessary, be revised to reflect changing workplace practices and procedures.
- 1.05 Staff employed by the Municipality will be classified as follows:

Permanent Full-time Employee – employed on a permanent basis, works a minimum of 35 hours per week.

Permanent Part-time Employee – employed on a permanent basis, works reduced or irregular hours.

Temporary Employee – employed on a temporary basis, may be employed for a specific term or casual basis, hours and days of work may vary.

ARTICLE 2 - EMPLOYEE ENGAGEMENT COMMITTEE

- 2.01 The Employee Engagement Committee is responsible for engaging staff on matters related to the personnel policy, and making recommendations to the Directors on changes to the policy. The membership, role and functioning of the committee is outlined in a terms of reference approved by the CAO.
- 2.02 The Policy should be reviewed, in its entirety, every four years. Recommendations on policy revisions from the Employee Engagement Committee will be reviewed by the Directors with final recommendations taken to Council for deliberation and approval.

Amended June 28, 2022

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Municipality recognizes and affirms the principle that every person is free and equal in dignity and rights. The Municipality recognizes that it has a responsibility to ensure that every individual in its employ adheres to the principles set out in the *Canadian Charter of Rights and Freedoms* and the *Nova Scotia Human Rights Act*.
- 3.02 The *Canadian Charter of Rights and Freedoms* and the *Nova Scotia Human Rights Act* guarantee that each person has the right to be treated equally and without discrimination, as set out in those documents.
- 3.03 No person shall, in respect of employment with the Municipality, discriminate against an individual or class or individuals on account of:
- (a) age;
 - (b) race;
 - (c) colour;
 - (d) religion;
 - (e) gender;
 - (f) sexual orientation;
 - (g) physical disability or mental disability;
 - (h) an irrational fear of contracting an illness or disease;
 - (i) ethnic, national or aboriginal origin;
 - (j) family status;
 - (k) marital status;
 - (l) source of income;
 - (m) political belief, affiliation or activity;
 - (n) that individual's association with another individual or class of individuals having characteristics referred to above.
- 3.04 No person shall harass an individual or group with respect to any of the grounds of discrimination set out in Article 3.03.

ARTICLE 4 - SENIORITY

- 4.01 Seniority of permanent employees shall be determined by length of continuous service with the Municipality since the employee's most recent date of hire. All other matters being equal, Article 21.08 will determine entitlement to vacation time and banked time.

- 4.02 Seniority shall not be broken as referred to in this policy because of sickness; pregnancy or parental leave; compassionate care leave; or, other leaves as approved by the CAO.

ARTICLE 5 - HIRING, TRANSFERS, VACANCIES AND PROMOTIONS

- 5.01 Whenever a position becomes available, the CAO, in consultation with the relevant Department Manager, shall determine whether the competition will be an internal or open competition, based on the availability of suitable applicants from within the Municipality who immediately meets the needs of the position. Internal competitions will only be held when it is determined that an appropriate pool of qualified internal candidates exists. The Municipality will not be obligated to provide training to current employees to meet the needs of any newly available position.
- 5.02 In the case where a permanent, full-time employee wishes to apply for a Term Position, the Municipality may enter into a secondment agreement with the employee. A secondment is intended to be a temporary employment option with a specified time period for the movement of an employee to temporarily perform the duties of another position. Seniority and benefits for full-time positions will be maintained. In the case of a secondment from a full-time position to a part-time position, seniority accumulated during the part-time position will be pro-rated and some benefits may be pro-rated or may not apply.
- 5.03 As determined by the CAO, there is no requirement to post available positions internally before proceeding to an open competition if the CAO determines that it is more appropriate, having regard to the requirements of the particular position, it may move directly to an open competition.
- 5.04 Articles 5.01 and 5.03 do not apply to management positions, including those of CAO, Deputy CAO, and all director level positions. Management positions shall be filled after appropriate posting of the position using various recruitment techniques or through an employment consultant.
- 5.05 In the case of an internal competition, the process will be as follows:
- (a) The CAO or Department Manager shall advertise all positions internally for a minimum of five (5) working days.
 - (b) Upon receipt of all internal applications, the CAO or Department Manager shall consider each application on its merits.
 - (c) All qualified applicants shall be interviewed by the CAO or Department Manager.
 - (d) The appointment shall be made by the CAO or Department Manager once the successful applicant has submitted a Vulnerable Sector Criminal Records Check and, if required, a Child Abuse Registry Check.
- 5.06 In the case of an internal competition, the competition will be open to all employees. In this case, qualified permanent employees will be considered before qualified temporary employees. If there are no internal qualified employees, the Municipality may proceed to an open competition to fill the position.
- 5.07 Where the CAO determines that an open competition is more suitable, the process shall be as follows:
- (a) The position shall be advertised in the local media or with other media or job search databases as the CAO or Department Manager deems appropriate;
 - (b) The advertisement shall include a brief description of the duties required, qualifications preferred and a closing date for receipt of applications;
 - (c) Applications will be screened by the CAO or Department Manager;
 - (d) Interviews shall be conducted by the CAO or Department Manager;
 - (e) Once a determination is reached, the CAO or Department Manager shall oversee compliance with the remaining hiring procedures.

Hiring Procedures

- 5.08 Prior to employment, all potential employees will be required to provide proof of education in the form of a certificate, official letter from the institution, or other satisfactory document approved by the CAO or Department Manager.
- 5.09 Prior to employment, all persons must submit at least three references, including one from a former or current employer.
- 5.10 All applicants to the Municipality may be required to submit various records checks as part of the application process.
- 5.11 All employees require a Vulnerable Sector Criminal Records Check (which must be updated every five years), Driver Abstract (which must be updated annually) and other positions may require a Child Abuse Registry Check (which must be updated every five years). Results must be forwarded to the Municipality prior to hire and any cost associated with these checks will be reimbursed by the Municipality.
- 5.12 The Municipality shall complete all required reference checks prior to hire. If an individual is hired for employment with the Municipality, the results of any reference checks performed shall be placed in the employee's personnel file.
- 5.13 Upon employment with the Municipality, an employee will be required to sign a confidentiality agreement and will sign to acknowledge they will abide by the Municipality's Code of Conduct.
- 5.14 All staff will receive either a letter of hire or an employment contract from the Municipality. The letter of hire or employment contract will outline the rights and responsibilities of both the employee and the Municipality, as well as the employee's terms of employment.
- 5.15 Each new employee's employment with the Municipality will be subject to a minimum of a six (6) month probationary period for permanent positions, the specifics of which shall be set out in the employee's letter of hire or employment contract. There will be a minimum three (3) month probationary period for a permanent employee transferring to a new position.
- 5.16 Each employee hired for a temporary position with the Municipality will be subject to a probationary period, the length and specifics of which shall be set out in the employee's letter of hire or employment contract.
- 5.17 If the CAO determines that it is necessary, an employee's salary or rate of pay may be reviewed upon satisfactory completion of the probationary period as set out in the employee's letter of hire or employment contract.
- 5.18 Hiring of temporary employees must be approved by the CAO or Department Manager. Temporary employees will only be hired if their hiring can be accommodated within the current fiscal year's budget.

Hiring of Relatives

- 5.19 At no time, at the staff level, may someone report, either directly or indirectly, to an immediate family member or a relative as defined in Schedule "A", Definition of a Family Member, unless approved by the CAO.
- 5.20 Immediate family member is defined as the employee's spouse, parents, children, brothers, sisters, grandparents and grandchildren.

ARTICLE 6 - SICK LEAVE

- 6.01 Sick leave is defined as leave for an employee's illness and/or medical appointments. Sick leave benefits as described in this article apply to permanent full-time employees and those designated by the CAO.
- 6.02 Permanent full-time employees and those designated by the CAO become eligible for sick leave as it is accrued. An employee shall begin accumulating sick leave on the first of the month following one (1) month of employment.
- 6.03 All permanent full-time employees and those employees designated by the CAO shall accumulate sick leave at the rate of 1 1/2 days per month to a maximum accumulation of 100 days. Sick leave shall not be accumulated while on unpaid leave. Sick leave shall be prorated for time worked.
- 6.04 During each fiscal year (April 1 - March 31), an employee, who has accumulated sick leave, may take up to ten (10) sick leave days, without the requirement to provide a medical certificate. The Municipality may require the employee to submit a medical certificate, in a form satisfactory to the Municipality, to cover the period of absence for which sick leave is being claimed if that period of absence is excess of three (3) consecutive days or after ten (10) days in total in a fiscal year.
- 6.05 If a medical certificate is required pursuant to Article 6.04, the Municipality shall advise the employee that a certificate is required prior to the employee's return to work. Failure to provide a medical certificate, as required by Article 6.04, may result in discipline up to and including termination.
- 6.06 An employee who has accumulated sick leave and who becomes ill while on vacation or banked time may claim sick leave days providing a satisfactory medical certificate is presented upon return to work.
- 6.07 All employees are required to notify Payroll Administration and their Department Manager or immediate supervisor before or upon commencement of working hours of any absence due to illness.
- 6.08 Employees claiming sick leave must complete the appropriate forms. If those forms are not completed, pay for said days will be deducted.
- 6.09 During each fiscal year (April 1 - March 31), an employee who has accumulated sick leave may take up to five (5) sick leave days for the illness and/or medical appointments for a family member. A "family member", in relation to an employee, means:
- (a) a spouse or common-law partner of the employee,
 - (b) a dependent child (a child either under 19 years of age or dependent due to mental or physical infirmity) of the employee or a dependent child of the employee's spouse or common-law partner,
 - (c) a parent of the employee or a spouse or common-law partner of the parent.

For the purposes of this article, the "common-law partner" of an individual means an individual who has cohabited with the individual in a conjugal relationship for a period of at least one year.

Where circumstances require it and subject to the approval of the CAO, the definition of "family member" may be extended to include the class of individuals set out in Schedule "A" to this Policy.

ARTICLE 7 - METHOD OF PAYMENT

- 7.01 All employees shall be paid on a bi-weekly basis by direct deposit into the bank account of their choice and provided with a statement of earnings and deductions for each pay period.
- 7.02 Each employee shall complete the appropriate forms required to ensure that they may become part of the Municipality's direct deposit system, returning the completed forms to Payroll Administration.
- 7.03 All salaried employees are paid up to and including the Saturday, two (2) days, following the normal pay date.
- 7.04 All hourly employees are paid up to and including the Saturday, five (5) days, preceding the normal payment date. These five (5) days may be less in cases where the normal pay period end date falls on a holiday.

ARTICLE 8 - RECOGNITION AWARDS

- 8.01 The Municipality shall pay this benefit in recognition of continuous service to long term permanent full-time and permanent part-time employees of the Municipality upon resignation, retirement or death of an employee. The calculation for permanent part-time employees will be calculated by converting their part-time hours into full-time hours, and the recognition will be based on the full-time hours. This benefit qualifies as taxable benefit under the *Income Tax Act* and will be shown on the employee's T4.
- (a) For at least five (5) years of service with the Municipality - \$300.00.
 - (b) For at least ten (10) years of service with the Municipality - \$600.00.
 - (c) For at least fifteen (15) years of service with the Municipality – \$900.00.
 - (d) For at least twenty (20) years of service with the Municipality - \$1,200.00.
 - (e) For at least twenty-five (25) years of service with the Municipality - \$1,500.00
 - (f) For at least thirty (30) years of service with the Municipality -\$1,800.00.
 - (g) For at least thirty-five (35) years of service with the Municipality - \$2,100.00.
- 8.02 The Municipality recognizes and rewards employees that have had continuous service with the Municipality that have reached milestones with the organization at the following stages of their employment. If this benefit qualifies as a taxable benefit, it will be shown on the employee's T4.
- (a) 5 Years of Service - Gift – Value \$20.00 & Letter/Certificate
 - (b) 10 Years of Service - Gift– Value \$30.00 & Letter/Certificate
 - (c) 15 Years of Service - Gift– Value \$40.00 & Letter/Certificate
 - (d) 20 Years of Service - Gift– Value \$50.00 & Letter/Certificate
 - (e) 25 Years of Service - Gift– Value \$60.00 & Letter/Certificate
 - (f) 30 Years of Service - Gift– Value \$70.00 & Letter/Certificate
 - (g) 35 Years of Service - Gift– Value \$80.00 & Letter/Certificate
 - (h) 40 Years of Service - Gift – Value \$100.00 & Letter/Certificate\
- The staff person responsible for purchasing the gifts will be assigned by the CAO.
- 8.03 Years of Service awards shall be presented at the December Council dinner function for staff.
- 8.04 Actual years of service shall be determined using the calendar years of continuous employment with the Municipality as of December 31st of the current calendar year.
- 8.05 Beginning January 1, 2018, permanent part-time and temporary employees will be able to cumulate years of service for recognition based on continuous service. Years of service for these employees shall be calculated as per 8.04 but shall be prorated based on full-time equivalency.
- 8.06 For the purpose of Articles 8.01 and 8.02, the definition of continuous service means the period of time since an employee's initial appointment date, with allowable breaks only as provided for in the terms and conditions of employment applicable to that employee, labour standard regulations or approved by the CAO.

ARTICLE 9 – SALARIES

9.01 All Municipal employee salaries will be governed by the Salary Administration Policy (MODL-045).

9.02 Pay for Temporary Assignments

If an employee is required to fill an alternate position due to the extended absence of an employee for any reason other than annual vacation, and;

- (a) the employee is formally appointed in writing by the CAO or the Department Manager; and
- (b) will be called upon to perform work required of the position being filled during said absence; and
- (c) fills the position concerned for at least 24 calendar days, the CAO may approve additional remuneration.

9.03 Acting pay commences on the first day of the assignment and will be equal to the greater of

- (a) A 10% increase on the employee's pay; or
- (b) An increase bringing the employee's pay up to the bottom step of the salary scale of the temporarily vacant position.

9.04 Acting positions being filled in excess of one year must be approved by the CAO and reported to Council for information.

Amended June 28, 2022

ARTICLE 10 - TRAVEL AND MEAL ALLOWANCE

- 10.01 Any employee authorized to use their own vehicle for employment purposes shall be paid a kilometrage allowance at the rate stipulated, from time to time, by the Province of Nova Scotia at the maximum kilometrage rate for its employees (**amended June 25, 2019**).
- 10.02 Kilometrage is paid from a staff person's residence or normal place of employment, whichever is less, if travelling on municipal business.
- 10.03 An employee must request authorization from the CAO or Department Manager, in order to use their private vehicle and claim kilometrage amounts for business outside of the Province. In determining whether that authorization will be granted, the Municipality shall take into account the nature of the function performed by the employee and whether travel can be effected more economically without substantial impairment of efficiency by such other means as rental vehicle, public transportation, or employee carpooling.
- 10.04 Travel and meal allowances that qualify as taxable benefits under the *Income Tax Act* will be shown on the employee's T4.
- 10.05 Where the CAO or Department Manager determines that it is more cost effective to use a rental vehicle or public transportation, an employee shall be required to do so.
- 10.06 Where practical and available, the CAO or Department Manager may require its employees to carpool if more than one employee is required to travel for the same employment purpose.
- 10.07 Where a Municipal-owned vehicle is provided to an employee, primarily for business use, there is a Travel Allowance Benefit to that employee and this benefit shall be shown on that employee's T4 as a taxable benefit as required by the *Income Tax Act*.
- 10.08 Any employee who is required to attend any program shall be reimbursed for transportation, lodging and meals, in accordance with rates approved by Council.
- 10.09 An employee required to travel on business for the Municipality may claim reimbursement for meals, plus gratuity of a maximum of 15% and delivery charges in respect of meals that are not otherwise provided, in accordance with the following:
- (a) **Breakfast:** Maximum \$15.00 per day may be claimed when the employee has been traveling on the Municipality's business for more than one hour before the recognized time for the start of the day's work.
 - (b) **Lunch:** Maximum \$15.00 per day
 - (c) **Dinner:** Maximum \$25.00 per day may be claimed when the employee is not expected to return to their residence before 6:30 p.m.
- Itemized receipts must be submitted for reimbursement.
- 10.10 Reimbursement of amounts in excess of the amounts set out in this article will be solely at the discretion of the CAO or Department Manager.
- 10.11 Employees required to work overtime shall be compensated for meals as noted in Article 12.03.

ARTICLE 11 - HOURS OF WORK

- 11.01 Regular hours of work will be as set out in each employee's letter of hire or employment contract. Hours may differ, depending on the operational requirements of each department, however, the Municipality will provide two (2) rest periods of fifteen (15) minutes each per full working day. Employees will be given an unpaid lunch break at a minimum of one ½ hour. The length of the unpaid break will vary based on operational requirements
- 11.02 The CAO or Department Manager may determine that certain positions and their duties permit an alternate working arrangement that differs from a traditional work arrangement. Alternate work arrangements, whether on a periodic, temporary, or permanent basis, may consist of compressed work weeks, flexible hours or flex-time schedules, job sharing, or off-site work locations. In making this determination, the CAO or Department Manager shall consider all relevant circumstances and the requirements of the Municipality's business.
- 11.03 Alternate work arrangements will be considered on a case-by-case basis, must be approved in advance, documented in writing, and must meet the following criteria, as relevant:
- a) Any absence from the office shall have no or minimal impact on the workplace.
 - b) Clear, defined outcomes must be established to monitor performance.
 - c) The employee must have the necessary equipment or software and proper security in place to work from home.
 - d) A set schedule of work hours will be adhered to.

ARTICLE 12 - OVERTIME

- 12.01 Overtime shall be all hours worked in excess of the employee's ordinary work week, as determined pursuant to Article 11, and authorized in advance by the Department Manager, or their designate, prior to the scheduled overtime shift.
- 12.02 Employees may choose to be compensated for overtime worked in the following ways:
- (a) All employees shall be paid at the rate of one and one-half times the employee's normal rate of pay expressed as an hourly rate. When an employee works on a holiday as defined in this policy, the employee shall be paid at a rate of two times the employee's regular hourly rate;
 - (b) The employee may opt to bank all overtime as straight time, up to a maximum of five (5) working days. As banked overtime is utilized, it may be replenished;
 - (c) Banked overtime used as time off shall be scheduled with the mutual agreement of the employee and Department Manager or supervisor;
 - (d) When an employee takes banked overtime off, the employee can only take time off in a minimum of half-hour increments;
 - (e) If an employee chooses to bank overtime as straight time, as opposed to being paid at one and one-half or two times their hourly rate, the employee must decide to do so when the overtime is worked.
- 12.03 When an employee is required to work three or more consecutive hours before or after their regular shift, the employee shall be entitled to reimbursement for meals as outlined in Article 10.09 (a), (b) and (c).
- 12.04 All employees who are called back to work shall be paid for kilometrage or a meal except on Saturdays, Sundays and holidays, at which time employees shall be entitled to receive both kilometrage and reimbursement for meals, subject to the terms set out in this policy.
- 12.05 When an employee is called back to work or required to respond to a security alarm or wastewater alarm and required to attend municipal facilities outside the employee's scheduled working hours, the employer shall pay the employee the greater of:
- a) three (3) hours at the employee's regular rate, three (3) hours banked time or time actually worked at 1.5 times the employee's actual wage rate; or
 - b) when the call back is on a Sunday or Holiday, three (3) hours at the employee's regular rate or time actually worked at two (2) times the employee's actual wage rate.
- 12.06 Wastewater Treatment Plant Operators shall be paid one and one-half (1.5) hours at their regular rate when called to log-on after regular working hours to perform work necessary for the operation of the Wastewater Treatment Plant and collection systems. Any additional alarms or log-ons that occur during that 1.5 hours will constitute the same log-on call. If the problem cannot be resolved remotely and a call-out is warranted, the call-out commences at the time of the initial call and the compensation will then fall under Article 12.05.
- 12.07 All authorized overtime worked must be completed on the appropriate form and submitted to the employee's Department Manager or supervisor.
- 12.08 For the purpose of this Article the following definitions apply:
- a) Scheduled Overtime – Overtime approved in advance by the employee's immediate supervisor, which is required to meet a deadline and which cannot normally be accomplished within standard work hours.

- b) Unscheduled Overtime – Overtime required to remediate an existing emergency which cannot be accommodated within standard work hours. Approval is normally received after the overtime is incurred.
- c) Callback – A call-back occurs where an employee is required to report for work during a period outside scheduled working hours, which is not continuous to the beginning or ending of a regularly scheduled workday. If an employee has been given notice of the need to report for work at least 24-hours in advance or by the end of the previous shift, then the time worked outside the normal working hours is considered overtime.

12.09 The Municipality will pay an employee of the Wastewater Operation two-hundred dollars (\$200) per week for performing on-call.

On-call means assigned to be on standby and available to log in to the SCADA system and/or report to the worksite in response to alarms or emergencies as a part of the scheduled on-call rotation of the Wastewater Operation.

On-call compensation shall be based on a seven (7) calendar day schedule for coverage during non-working hours.

Compensation for on-call may be pro-rated to a daily rate in the event that the period of on-call performed by an employee is less than seven calendar days.

If, during the on-call shift, the employee must log-in using the SCADA system and/or report to the worksite, compensation will be in accordance with Article 12.06 of the Personnel Policy.

The rate of compensation for on-call shall be subject to an annual CPI adjustment in accordance with Municipality's Salary Administration Policy. The CAO may also direct staff to conduct a periodic market review for the purpose of determining whether an adjustment to the rate is warranted.

(amended June 25, 2019)

ARTICLE 13 - HOLIDAYS

13.01 Holidays for all staff are defined to be as follows except when they fall on a non-working day, then the next regular working day is designated:

- (a) New Year's Day
- (b) Nova Scotia Heritage Day
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) Canada Day
- (g) Natal Day (first Monday of August)
- (h) Labour Day
- (i) Thanksgiving Day
- (j) Remembrance Day
- (k) Christmas Day
- (l) Boxing Day
- (m) Half day the last working day before Christmas
Half day the last working day before New Year's Day

13.02 The office will close for the entire day the last working day before Christmas Day and New Year's Day. In addition to the half days provided under Section 13.01(m), staff are able to use banked overtime hours or vacation time required to take the two half days off.

The Municipal Office will be closed to the public from the last working day before Christmas Day to New Year's Day upon which employees will be required to take this time from banked overtime or vacation time.

ARTICLE 14 - PREGNANCY AND PARENTAL LEAVE

- 14.01 Pregnancy leave is available to any employee. An employee must give four (4) weeks' notice and provide a medical certificate stating that the employee is pregnant and the expected date of delivery.

The period of leave is seventeen (17) weeks; the earliest date an employee may start leave is sixteen (16) weeks before the expected date of delivery. The minimum postnatal leave is one (1) week.

The Municipality may require the employee to begin her leave when she can no longer reasonably perform her duties because of her pregnancy.

- 14.02 Parental leave is available to any employee upon the birth of the child or children in the case of a natural parent, or, in the case of an adoptive parent, upon the placement of the child or children in the care of the employee for the purpose of adoption.

An employee must give four (4) weeks' notice stating the date the leave is to begin and the date the employee will return to work. This must be accompanied by a medical certificate or, in the case of adoption, proof of adoption.

Where an employee takes pregnancy leave, parental leave begins immediately upon completion of the pregnancy leave and lasts for a period of not more than thirty-five (35) weeks, for a total of fifty-two (52) weeks of combined pregnancy and parental leave.

Where an employee has not taken pregnancy leave, parental leave of up to a total of fifty-two (52) weeks may be taken. In this circumstance, parental leave may be taken beginning on such date on or after the birth of the child or children, or, in the case of an adoptive parent, on or after the date the child or children are placed in the employee's home. Parental leave ends no later than fifty-two (52) weeks after the birth of the child or children, or after the child or children are placed in the employee's home.

The employee must be reinstated with not less than the same wages, benefits and seniority held before the leave.

- 14.03 Employees taking either pregnancy or parental leave, who have accumulated sick leave, shall be entitled to thirty (30) working days paid leave, taken from the employees accumulated sick leave days. These days shall be calculated as part of the maternity or parental leave term required by the Nova Scotia *Labour Standards Code*.

- 14.04 The Municipality shall give an employee taking pregnancy or parental leave the option of maintaining any Municipality benefit plan or plans in which the employee participated prior to taking pregnancy and/or parental leave pursuant to this article. The Municipality shall notify the employee in writing of the option to maintain his or her benefit plan and the date beyond which that option may no longer be exercised. This notice shall be given at least ten (10) days before the last day on which the employee's option to maintain his or her benefit plan could be exercised to avoid any interruption in benefits.

- 14.05 Where the employee opts to maintain the benefit plan referred to in Article 14.04, the employee shall enter into an arrangement with the Municipality to pay any costs required to maintain the benefit plan or plans and the Municipality shall process any documentation and payments as arranged. The Municipality will continue to be responsible for its share.

- 14.06 Notwithstanding Article 14.02, where an employee has begun parental leave and the child to whom the parental leave relates to is hospitalized for a period exceeding or likely to exceed one week, the employee is entitled to return to and resume work and to defer the unused portion of the parental leave until the child is discharged from the hospital upon giving the Municipality as much notice as reasonably practical.

ARTICLE 15 - IN-SERVICE TRAINING

- 15.01 The Municipality shall provide, in its annual budget, funds for professional development, such as courses and seminars.
- 15.02 The courses and seminars for those attending are to be approved by the CAO or Department Manager.
- 15.03 Attendance at professional development courses, conferences and travel time to and from sessions shall not be considered as overtime. Employees will be paid during normal working hours without overtime or callback pay. Employees will not be paid for hours outside their regular scheduled hours.
- 15.04 Attendance at training and development sessions outside of regular work hours that are required by the Municipality and approved by the CAO shall be considered as overtime.

ARTICLE 16 - STORM DAY

- 16.01 During a storm, the CAO or designate may approve the closing of the office and notice of this closure will be announced on the radio.
- 16.02 When the CAO approves the closing of the office, once the working day has commenced, employees will be required to leave the work site, where possible. If an employee remains at the work site upon closure, compensation will be at regular pay.
- 16.03 All salaried and contract employees scheduled to work on a storm day will receive their regular pay. Storm days are not a benefit or leave entitlement.
- 16.04 If an employee is required to work on a storm day when the CAO has approved the closing of the office, the employee's time will be considered to be overtime, and the employee will receive pay at the rate of one and one-half their usual wages. Any overtime worked pursuant to this policy must be approved by the CAO in advance.
- 16.05 If an employee chooses not to come into the office or chooses to leave the office early due to weather conditions, time lost must be made up on another day or days or the lost time will be deducted from an employee's pay, vacation or banked time. In the event that the office is closed during this time, the staff person will not be deducted pay or charged vacation or banked time for the portion of the day the office is closed.
- 16.06 When the office is closed in the morning due to weather conditions and reopens at 12:00 noon or later, lunch hour will not be provided.
- 16.07 If an employee is on vacation, banked time, leave of absence or sick leave and the office is closed due to a storm, the employee is not entitled to have their time reinstated.

ARTICLE 17 - ASSOCIATION DUES

17.01 The Municipality may pay annual Association or Professional dues for employees, subject to the approval of the CAO or Department Manager.

ARTICLE 18 - RETIREMENT AND PENSION PLAN (amended July 28, 2020)

- 18.01 Effective March 1, 2020, the Municipality became a participant in the Nova Scotia Public Service Superannuation Plan ("PSSP") as an employer.
- 18.02 All new and current Permanent Full-time Employees and Permanent Part-time Employees shall participate in the PSSP in accordance with the eligibility and other rules of the PSSP.
- 18.03 Temporary Employees shall not be entitled to participate in the PSSP, unless otherwise expressly permitted by the Municipality pursuant to the terms of their Employment Contract or Letter of Hire.

ARTICLE 19 - LIFE INSURANCE, LONG-TERM DISABILITY, AND ACCIDENTAL DEATH AND DISMEMBERMENT PLANS

- 19.01 Life Insurance, Long-Term Disability, and Accidental Death and Dismemberment Plans are mandatory for all new employees who meet the criteria of eligibility after completing six months of continuous service. Benefits through the Municipality's Life Insurance, Long-Term Disability and Accidental Death and Dismemberment Plan are determined pursuant to the relevant provisions of the Plan(s).
- 19.02 The Municipality shall pay 75% of the premiums and the remaining 25% shall be deducted from the employee's salary.

ARTICLE 20 - HEALTH AND DENTAL INSURANCE PLAN

- 20.01 Health and dental insurance is mandatory for all new employees who meet the criteria of eligibility. Coverage under the plan is pursuant to the relevant terms and provisions of the Plan.
- 20.02 The Municipality shall pay 75% of the premium and the remaining 25% shall be deducted from the employee's salary.

Amended June 28, 2022

ARTICLE 21 - VACATION

- 21.01 All permanent full-time employees employed as referred to in Article 1.05 are entitled to an annual vacation with pay.
- 21.02 Vacation entitlement shall be twelve (12) working days for all permanent full-time employees after the completion of one (1) year of service up to a maximum of two (2) years of service. Permanent full-time employees wishing to take vacation in advance of their first anniversary year shall receive one-half of their first anniversary vacation entitlement after successful completion of their six-month probation period. Vacation entitlement would follow on the employee's anniversary date thereafter.
- (a) Entitlement shall be fifteen (15) working days per annum for all permanent full-time employees after the completion of three (3) years of service up to a maximum of five (5) years of service.
 - (b) Entitlement shall be eighteen (18) working days per annum for all permanent full-time employees after the completion of six (6) years of service up to a maximum of eight (8) years of service.
 - (c) Entitlement shall be twenty-one (21) working days per annum for all permanent full-time employees after the completion of nine (9) years of service up to a maximum of eleven (11) years of service.
 - (d) Entitlement shall be twenty-four (24) working days per annum for all permanent full-time employees after the completion of twelve (12) years of service up to a maximum of fourteen (14) years of service.
 - (e) Entitlement shall be twenty-seven (27) working days per annum for all permanent full-time employees after the completion of fifteen (15) years of service up to a maximum of nineteen (19) years of service.
 - (f) Entitlement shall be thirty (30) working days per annum for all permanent full-time employees after the completion of twenty (20) years of service.
 - (g) Entitlement shall be based on the employee's anniversary date as determined for years of service.
 - (h) Vacation entitled shall be used in one (1) hour increments.
- 21.03 All entitlement must be used before the employee's anniversary date, except that an employee may carry-over up to a maximum of 1/5 of the total entitlement, otherwise the days will be lost.
- 21.04 Carry-over over and above Article 21.03 may be approved by the CAO if the following information is provided:
- (a) employees must apply in writing to the CAO through their Department Manager.
 - (b) the reason for this carry-over must be indicated.
 - (c) they must apply at least three (3) months before their anniversary date.
- 21.05 Vacation entitlement shall be pro-rated for employees who have been off on an approved unpaid leave of absence.

- 21.06 All temporary/permanent part-time employees shall be entitled to vacation leave and/or vacation pay as per the *Labour Standards Code*.
- 21.07 All employees are to notify their Department Manager, immediate supervisor or CAO, if required, of any vacation requests. All vacation requests are subject to approval by the Department Manager, supervisor or CAO.
- 21.08 Where two (2) employees are assigned back-up to each other and they request the same time for vacation or banked time, seniority shall prevail for the first instance and they shall rotate yearly thereafter, if required.
- 21.09 Only once during an anniversary year shall a permanent full-time employee be allowed to take three (3) consecutive weeks of vacation leave. Any employee seeking to take vacation of more than three (3) consecutive weeks of vacation leave at one time must apply in writing to the CAO through the Department Manager, for approval, indicating the reasons for the request.

Purchased Leave

- 21.10 Employees may purchase additional time off which can be used like vacation time and have the cost covered by payroll deduction over 26 pay periods (one year). Employees may choose to purchase leave for an extended vacation, because of family responsibilities, participation in sport, study or leisure activities, or for a multitude of reasons. The Municipality offers this opportunity as part of its flexible work arrangements. The terms are as follows:
- a) The program is open to full-time permanent employees.
 - b) Approval from the CAO or Department Manager is required. Requests to use purchased leave should be made in the same manner as vacation requests. Approval is not automatic and will depend on operational requirements.
 - c) Employees may make a purchased leave request at any time during the year. Once the request has been processed by payroll, the cost of the leave will be deducted from the bi-weekly salary of the employee, in equal increments, for the next 26 pay periods. Only one purchased leave request may be in effect at one time.
 - d) Purchased leave requests must be purchased in 5-day increments (5, 10, 15, ...) for a minimum of 5 days and a maximum of 30 days. Purchased leave may be used in any increment with approval from the employee's Department Manager (e.g. one day at a time or any other amount up to the maximum amount purchased).
 - e) Purchased leave cannot be carried over and must be used during the 52-week period during which deductions are being made.
 - f) All benefits will continue during periods of purchased leave, just as if the employee were on regular vacation. Income tax, EI and CPP will be calculated at the reduced pay. Pension, LTD, AD & D, and life insurance will be calculated on the original, unreduced pay and the Municipality's contributions to pension, LTD, AD & D, and Group Life will not be reduced.
 - g) Pay increases during the year will result in an increased deduction from the date the pay increase becomes effective regardless of whether any leave has actually been taken.
 - h) Purchased leave arrangements represent a binding contract and cannot be cancelled except by mutual consent. In the event employment terminates, any amount owing by the Municipality or employee will be deducted/refunded on the final pay.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.01 A grievance is considered to exist in the event of an unresolved problem, complaint, or misunderstanding, or when an employee or group of employees believe an injustice has been done because of:

- (a) lack of policy;
- (b) an unfair policy;
- (c) a deviation from policy;
- (d) disagreement with another employee or Department Manager or immediate supervisory;
- (e) a discretionary action of the department in the application of rules and regulations.

The following process shall be used to resolve the problems:

- Step A - The employee submits a grievance in writing to the Department Manager within five (5) working days of the occurrence giving rise to grievance.
- Step B - The Department Manager will respond, in writing, to the grievance within five (5) working days of receipt of the grievance.
- Step C - Where the response is not satisfactory to the employee or the Department Manager has failed to respond within the five (5) working days, the employee may progress the grievance to the CAO.
- Step D - The CAO must notify the employee, in writing, within ten (10) working days of the decision.

22.02 All employees must abide by the following procedure when grieving a letter related to the employee's job performance:

- Step A - All grievances must be in writing and the problem must be clearly indicated.
- Step B - This grievance is to be directed to the Department Manager. The Department Manager must try to resolve this matter to the employee's satisfaction within five (5) working days.
- Step C - Failing a satisfactory reply from this level, the grievance must be submitted to the CAO to give a reply within ten (10) working days.

22.03 Any grievances arising out of actions taken by the CAO must be brought in writing to the Mayor for final determination.

ARTICLE 23 - TERMINATE, LAY OFF AND SEVERANCE

- 23.01 The Municipality shall not terminate or lay off an employee, unless the employee has been guilty of willful misconduct or disobedience or neglect of duty that has not been condoned by the Municipality, without having given at least:
- (a) one week's notice in writing to the employee if the period of employment is less than two years.
 - (b) two weeks' notice in writing to the employee if the period of employment is two years or more but less than five years.
 - (c) four weeks' notice in writing to the employee if the period of employment is five years or more but less than ten years.
 - (d) eight weeks' notice in writing to the employee if the period of employment is ten years or more.
- 23.02 Article 23.01 does not apply to an employee who is currently in their probationary period of employment as set out in their letter of hire or employment contract.
- 23.03 Article 23.01 does not apply to an employee employed for a definite term or task for a period not exceeding twelve months.
- 23.04 Article 23.01 does not apply to an employee who has been offered reasonable alternate employment by the Municipality.
- 23.05 The employment of an employee may be terminated immediately where the Municipality gives the employee notice in writing to that effect and pays that employee an amount equal to all pay to which they would have been entitled for work that would have been performed by the employee at the regular rate in a normal, non-overtime work week for the period of notice.
- 23.06 Employees who wish to terminate their employment shall notify management in writing, in accordance with the *Labour Standards Code*.
- 23.07 When a reduction in staff is deemed necessary by the Municipality, any required termination of permanent staff shall be done in accordance with this policy.
- 23.08 Acceptance of any pay in lieu of notice paid pursuant to Article 23.05 shall be deemed to release the Municipality from any future claims for increased notice or pay in lieu of notice.

ARTICLE 24 - BEREAVEMENT LEAVE

24.01 An employee may be granted up to five (5) working days leave, with approval of the CAO or Department Manager, without loss of salary or wages in the case of death of a parent, step-parent, guardian, spouse, or common-law partner, brother, sister, child, step-child, step-sibling, ward, grandchild or grandparents.

For the purposes of this article, the “common-law partner” of an individual means an individual who has cohabited with the individual in a conjugal relationship for a period of at least one year.

24.02 An employee may be granted up to three (3) working days leave, with the approval of the CAO or Department Manager, without loss of salary or wages in the case of the death of a mother-in-law or father-in-law.

24.03 An employee may be granted up to one (1) working day leave, with the approval of the CAO or Department Manager, without loss of salary or wages in the case of the death of a son-in-law, daughter-in-law, sister-in-law, brother-in-law, niece or nephew.

24.04 An employee may be granted up to one-half (1/2) working day, with the approval of the CAO or Department Manager, without loss of salary or wages in the case of the death of a cousin, aunt, uncle, co-worker or councillor. If travel arrangements are required in excess of 200 km one way, up to an additional one-half (1/2) working day may be granted.

24.05 An employee may be granted up to one-half (1/2) working day of unpaid leave, with the approval of the CAO or Department Manager, in case of the death of a friend. If travel arrangements are required in excess of 200 km one way, up to an additional one-half (1/2) working day of unpaid leave may be granted.

24.06 Where circumstances require it, the definitions above may be expanded to include extended family members as defined in Schedule A of this policy. Any application of Schedule A requires CAO approval.

ARTICLE 25 - COMPASSIONATE CARE LEAVE

25.01 Any employee who has been employed by the Municipality for a period of at least three months is entitled to an unpaid leave of absence of up to twenty-eight (28) weeks to provide care or support to a family member of the employee if a legally qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six weeks from:

- (a) the day the certificate is issued; or
- (b) where the leave was begun before the certificate was issued, the day the leave was begun.

The twenty-eight (28) weeks' leave must be taken over a 52-week time frame. The leave can be broken up into several periods of at least one week in duration during the 52-week time frame. The 52-week time frame begins on the first day of the week in which the leave began.

25.02 The definition of "family member" for the purposes of this article will be as follows:

- (a) a spouse or common-law partner of the employee,
- (b) a child of the employee or a child of the employee's spouse or common-law partner,
- (c) a parent of the employee or a spouse or common-law partner of the parent.

Where circumstances require it, the definition of "family member" may be expanded to include a member of the class of individuals identified at Schedule "A" to this policy.

25.03 For the purposes of this article, the "common-law partner" of an individual means an individual who has cohabited with the individual in a conjugal relationship for a period of at least one year.

25.04 For the purposes of this article, the definition of "week" means the period between midnight on Saturday and midnight on the following Saturday.

25.05 A leave of absence granted under this article begins with:

- (a) the first day of the week in which the medical certificate referred to in Article 25.01 was issued, or
- (b) where the leave was begun before the certificate was issued, the first day of the week in which the leave was begun if the certificate is valid from any day in that week.

25.06 A leave of absence granted under this article ends with the last day of the week in which either of the following occurs:

- (a) the family member dies, or
- (b) the expiration of fifty-two weeks following the first day of the week referred to in Article 25.01.

25.07 Prior to authorizing leave under this article, the employee must provide the Municipality with a copy of the certificate referred to in Article 25.01.

25.08 It is the employee's responsibility to advise the Municipality as soon as they become aware that they will require compassionate care leave, or as soon as they develop the intention to take compassionate care leave pursuant to the terms of this article.

- 25.09 The Municipality shall give an employee taking compassionate care leave the option of maintaining any Municipality benefit plan or plans in which the employee participated prior to taking compassionate care leave pursuant to this article. The Municipality shall notify the employee in writing of the option to maintain his or her benefit plan and the date beyond which that option may no longer be exercised. This notice shall be given at least ten (10) days before the last day on which the employee's option to maintain his or her benefit plan could be exercised to avoid any interruption in benefits.
- 25.10 Where the employee opts to maintain the benefit plan referred to in Article 25.09, the employee shall enter into an arrangement with the Municipality to pay any costs required to maintain the benefit plan or plans, and the Municipality shall process any documentation and payments as arranged. The Municipality will continue to be responsible for its share.

ARTICLE-26 - COURT AND OTHER LEAVE OF ABSENCE

COURT

26.01 The Municipality will grant leave with pay to an employee for the period of time the employee is required:

- (a) to be available for jury selection;
- (b) to attend, as a witness, in legal proceedings by subpoena or summons provided that the legal proceeding is not against the Municipality.

To be eligible for this leave, employees must present a copy of the summons to their Department Manager.

26.02 When an employee has been summoned for Jury Duty, the employee is required to turn over to the Municipality any compensation paid to the employee by the courts.

26.03 Upon completion of court duty, employees must obtain a statement of attendance from the court and submit it to the CAO.

OTHER LEAVE

26.04 The Municipality will grant ½ day leave from 8:30 a.m. to 12:00 p.m. with pay to an employee who is a volunteer firefighter and who has been out on a fire call between the hours of 12:00 a.m. and 6:00 a.m. the night before. Leave must be approved by the CAO or Department Manager.

The Municipality will grant leave with pay to an employee who is a volunteer firefighter and has been called out on a fire call during normal working hours for the time the employee is away from their work. Leave must be approved by the CAO or Department Manager.

26.05 Other leave of absence without pay for up to five (5) working days in a calendar year may be granted upon approval of the Department Manager.

26.06 Other leave of absence without pay may be granted upon approval of CAO for a long-term leave, if the following information is provided:

- (a) employee must apply in writing to the CAO through their Department Manager;
- (b) the reason for this leave must be indicated;
- (c) period this leave covers - total number of days.

26.07 Leave of absence without pay in excess of twenty-five (25) working days will be reported to Council by the CAO.

26.08 The Municipality may give an employee taking leave the option of maintaining any Municipality benefit plan or plans in which the employee participated prior to taking leave pursuant to this Article. The Municipality shall notify the employee in writing of the option to maintain their benefit plan and the date beyond which that option may no longer be exercised. This notice shall be given at least ten (10) days before the last day on which the employee's option to maintain their benefit plan could be exercised to avoid any interruption in benefits.

26.09 Where the employee opts to maintain the benefit plan referred to in Article 26.08, the employee shall enter into an arrangement with the Municipality to pay any costs required to maintain the benefit plan or plans, including, where applicable, the Municipality's share and the Municipality shall process any documentation and payments as arranged.

ARTICLE 27 - EDUCATIONAL LEAVE

27.01 Any employee shall be granted one (1) day, with pay, for each exam day related to a course which has been approved by the CAO or Department Manager.

ARTICLE 28 - OCCASION FUND

- 28.01 Permanent full-time employees will have \$20.00 deducted annually, from their salary, at the beginning of each fiscal year.
- 28.02 The Municipality shall match dollar for dollar the total amount deducted referred to in Article 28.01.
- 28.03 The Municipality agrees that the fund is accounted for separately on the Municipality's books.
- 28.04 All expenditures for use of this fund must be approved through the Municipality's purchase order procedures.
- 28.05 Any surplus funds remaining at the end of each year from the Pop Fund and Occasion Fund will be put towards the Christmas Function.
- 28.06 Occasion Fund monies shall be disbursed as per the relevant provisions of the Occasion Fund Policy.

ARTICLE 29 - CLOTHING

- 29.01 The Municipality agrees to provide protective clothing at no cost to employees based on recommendation from the Safety Committee or at the discretion of the Department Manager for approved, budgeted items.
- 29.02 From time to time, the Municipality may determine that it is appropriate for employees to wear Municipality branded clothing items to aid in identifying them as employees to members of the public.
- 29.03 If the Municipality determines that employees will be required to wear Municipality branded clothing items, it will provide those items of clothing at no cost to the employee.
- 29.04 Maintaining a professional, business like appearance is very important to the Municipality. Employees are expected to dress appropriately in business attire of a casual nature. It is expected that an employee's business attire, although casual, will demonstrate good judgement and professional taste and show courtesy to co-workers.

Employees shall not wear clothing with profane language statements or clothing that promotes causes that include, but are not limited to, politics, religion, sexuality, race, age, gender and ethnicity.

It is acknowledged that some employee positions that are more technical and operational in nature and do not work out of the Municipal Administration Building allow for a more casual attire to be worn, however, employees must still exert a certain amount of judgement in their choice of clothing to wear. If an employee is uncertain about acceptable attire for their position, they must consult with their supervisor.

The CAO or Department Manager will communicate with employees who wear attire that is inappropriate in this workplace.

ARTICLE 30 - GIFT CERTIFICATES

- 30.01 The Municipality shall issue a gift certificate in the amount of \$75.00 to employees referred to in Article 1.05 for Christmas.
- 30.02 Employees must be employed by the Municipality at the time of issuance in order to be eligible to receive a gift certificate pursuant to this article.
- 30.03 Any gift certificates granted pursuant to the terms of this article may constitute as a taxable benefit to the employee and will be reflected as such on the employee's T4 statement.

ARTICLE 31 - DISCIPLINARY PROCEDURE

31.01 The Municipality will use a *Disciplinary Notice* form to notify employees of any disciplinary action to be taken regarding the employee. If, in the opinion of a Department Manager, there is sufficient cause to discipline an employee, the following procedure will be implemented:

- (a) First Offence: A verbal warning shall be issued to the employee by their Department Manager outlining the nature of the offence and placed in the employee's personnel file. At such time, the employee will be given the opportunity to discuss this issue with their Department Manager.
- (b) Second Offence: Upon discussion with the Department Manager, the employee will receive a written warning from the Department Manager. Corrective action measures, which may or may not include suspension, will be detailed in the written warning. The employee will be asked to sign off on the warning to confirm that the warning was received.
- (c) Third Offence: A notice of dismissal will be issued by the CAO and a copy provided to Council.

All warnings will remain in the employee's personnel file, unless the employee is without incident for a period of three (3) years. At that time, the warnings will be removed from the employee's personnel file. The removed documents will not be destroyed, as they are still a part of the employee's employment history.

31.02 Just Cause for Immediate Suspension

Conduct that may result in immediate suspension by a Department Manager may include, but is not limited to, the following:

- Insubordination (disobedience or defiance to authority);
- Abusing another employee, customer, or client verbally and/or physically;
- Excessive tardiness (frequently late for work);

31.03 Just Causes for Immediate Dismissal

Conduct that can result in immediate dismissal is defined as that of such seriousness that it constitutes a breach of the employee's fundamental obligations to the Municipality. This may include, but is not limited to, the following:

- Misrepresenting qualifications in an application for employment;
- Wilful misconduct or neglect of duty;
- Insubordination (disobedience or defiance to authority);
- Abusing another employee, customer, or client verbally and/or physically;
- Bullying (a person continuously does or says things to have power over another person);
- Personal Harassment (includes aggressive or threatening behaviour, which creates an environment not conducive to work);
- Sexual Harassment (unwanted sexual attention, sexual solicitation, or any other sexually oriented remarks or behaviour which has the effect of interfering with an individual's work or creates an environment not conducive to work);
- Using or disclosing the Municipality's records or confidential information of any kind when not authorized to do so;

- Misappropriating the Municipality's property or client property by theft or fraud;
- Wilful damage of the Municipality's property or client property;
- Excessive absenteeism;
- Fraud;
- Handling another employee's time card;
- Use of profanity; and
- Final step in the Municipality's Disciplinary Procedure.

ARTICLE 32 - CONFLICT OF INTEREST

- 32.01 Employees are not to engage in any business or transaction nor have a financial or personal interest, direct or indirect, which is incompatible with the proper discharge of their duties in the public interest. Personal interest, as distinguished from financial interest, includes an interest arising from blood or marriage relationships or close business or political associations.
- 32.02 Any breach of the Policy set out in this article may be cause for discipline, up to and including termination of the employee's employment.
- 32.03 Employees shall not display, exhibit, post, supply, distribute, wear or carry, at the employee's workplace or during the employee's working hours, anything that supports or opposes a candidate or political party, or distinguishes the employee as a supporter of or a person opposing a candidate of a political party.
- 32.04 All employees shall comply with the approved Code of Conduct Policy (MDL-37) of the Municipality.

ARTICLE 33 - WORKPLACE HARASSMENT AND BULLYING

33.01 The Municipality upholds the rights that all employees have to work in an environment free from harassment and bullying. The Municipality and its employees shall make every effort to ensure that all employees are treated with dignity and respect.

33.02 Harassment is defined as follows:

- Personal harassment: Any vexatious behaviour in the form of repeated hostile and/or unwanted conduct and/or verbal comments and/or actions and/or gestures, that affect an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee. A single serious incident of such behaviour that has a lasting harmful effect on an employee may also constitute personal harassment.
- Sexual harassment: Sexual harassment means engaging in a course of vexatious comments and/or conduct of a sexual nature that is known or ought reasonably to be known is unwelcome.

33.03 Harassment shall include, but not be limited to:

- Verbal abuse or threats;
- Display of pornographic, racist or other offensive or derogatory material;
- Unwelcome remarks, jokes or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, gender or sexual orientation;
- Practical jokes causing embarrassment or awkwardness;
- Demands for sexual favours;
- Leering or other suggestive gestures; and
- Unwanted physical contact.

33.04 Harassment shall also include:

More severe acts such as:

- Stalking;
- Confinement; and
- Physical or sexual assault.

33.05 No person shall sexually harass an individual. For the purposes of this article, "sexual harassment" is further defined as:

- (i) vexatious sexual conduct or a course of comment that is known or ought reasonably to be known as unwelcome,
- (ii) a sexual solicitation or advance made to an individual by another individual where the other individual is in a position to confer a benefit on, or deny a benefit to, the individual to whom the solicitation or advance is made, where the individual who makes the solicitation or advance knows or ought reasonably to know that it is unwelcome, or
- (iii) a reprisal or threat of reprisal against an individual for rejecting a sexual solicitation or advance.

33.06 Workplace bullying is defined as follows:

A repeated pattern of intentional inappropriate behaviour, direct or indirect (aggressive or passive), whether verbal, physical, or otherwise, performed by one or more persons against another employee or group of employees, which could reasonably be regarded as undermining the individual's right to dignity at work. Bullying is a form of violence.

33.07 Bullying tactics shall include, but not be limited to:

- Falsely accusing target of errors that were not made;
- Staring, glaring, non-verbal intimidation;
- Discounting thoughts and feelings in meetings;
- Silent treatment;
- Uncontrollable mood swings;
- Making up "own" rules;
- Disregarding satisfactory or excellent work;
- Rumours and gossip;
- Turning others against the target;
- Singling or isolating the target;
- Yelling, screaming – public humiliation;
- Stealing credit for work;
- Abusing evaluation process;
- Being "insubordinate";
- Using confidential information to humiliate target;
- Retaliation;
- Encouraging a person to transfer or quit;
- Sabotage; and
- Spying or stalking.

33.08 Management Rights

Harassment and bullying do not include, nor should they be mistaken with the exercise in good faith of the Municipality's managerial/supervisory rights and/or responsibilities. More specifically, but without limitation, feed back about job performance; corrective action for errors or mistakes; coaching/mentoring about job requirements; discipline for unacceptable behaviours; auditing of work or procedural actions, and/or need to increase standards or quality are all managerial/supervisory rights and/or responsibilities of the Municipality and do not constitute harassment or bullying.

33.09 Complaint Procedure:

A person who considers that they have been subjected to harassment or bullying is encouraged to bring the matter to the attention of the person responsible for the conduct.

Where the complainant does not wish to bring the matter directly to the attention of the person responsible, or where such an approach is attempted and does not produce a satisfactory result, the complainant may file a written complaint with their Department Manager, who shall inform the CAO of the existence of the complaint.

All parties in a harassment or bullying complaint have the right to due process that is fair and confidential. When feasible and advisable, parties shall be encouraged and assisted in settling the complaint at the earliest stage possible.

The CAO will receive written complaints alleging harassment or bullying. If the complaint names the CAO, the complaint will be processed by the Mayor, or their designate.

The CAO will first determine that there is reason to believe that the incident complained of could fall within this policy's definition of harassment or bullying. If it is so determined, the CAO will advise the respondent to the complaint and the Municipality and the CAO will attempt to resolve the complaint prior to beginning an investigation.

If the CAO rejects the complaint, the complainant may appeal the decision.

33.10 Investigation of a Complaint

The Department Manager will discreetly investigate the allegations abiding by the concept of fair and due process. The Municipality will co-operate with the investigation. The Department Manager will attempt, as quickly as possible, to resolve the matter to the satisfaction of the complainant and the respondent. If that is not possible, the Department Manager will make a report to the CAO with recommendations that they believe will resolve the matter.

33.11 Disciplinary Actions

If the CAO determines that harassment or bullying has occurred, severe disciplinary sanction will result up to and including dismissal. Each case will, however, be reviewed taking into account the facts, the frequency, the gravity and the particular circumstances of the case. This review will take into account that the Municipality has a zero-tolerance policy insofar as harassment and bullying is concerned.

Any false or malicious complaints of harassment or bullying will result in severe disciplinary sanctions up to and including dismissal.

33.12 Where an investigation results in a finding that the complaint of harassment or bullying is substantiated, the outcome of the investigation, and any disciplinary action will be recorded in the personnel file of that person against whom the complaint was laid.

33.13 This policy has been developed because all employees, officers, councillors and appointed officials have the right to work in an environment free from harassment and bullying.

33.14 The prevention and reporting of harassment and bullying situations is the responsibility of all employees.

ARTICLE 34 - SAFETY

34.01 All employees shall comply with the approved Safety Program Manual (MDL-52) of the Municipality.

ARTICLE 35 - PERSONNEL RECORDS

35.01 Each employee will have a personnel file that will include:

- Job description;
- Performance evaluation;
- Document of earnings and deductions;
- Oath of confidentiality;
- Education and training list;
- Education and training certificates;
- Resume;
- Reference check;
- Vulnerable Sector Criminal Record Check;
- Child Abuse Registry Check (where applicable);
- Use of equipment forms;
- Disciplinary letters;
- Salary adjustment notification; and
- Various benefit plan forms.

35.02 Employee personnel files are strictly confidential. An employee or their Department Manager may make a request to review the employee's file. The Municipality will make every effort to provide an employee access to their personnel file in a timely manner. No documents may be removed from the file, but an employee may request a copy of any item from their own file. Employee personnel files are the property of the Municipality and will remain the property of the Municipality upon an employee's departure.

35.03 All official personnel records shall be kept in the employee's personnel file and will be maintained by Payroll Administration.

ARTICLE 36 - USE OF TECHNOLOGY

- 36.01 The Municipality provides its employees with the necessary technology to facilitate communication among personnel and clients and other parties in connection with its business.
- 36.02 Employees should not use the Municipality's e-mail and internet services for inappropriate use. Minimal use for private purposes is permitted.
- 36.03 Under the *Personal Information International Disclosure Protection Act (PIIDPA)*, it is illegal for municipalities to disclose personal information outside of Canada unless certain circumstances exist. In order to adhere to the Act, the use of Municipal electronic equipment (i.e. cell phones, laptops, etc.), e-mail and internet systems outside of Canada by employees is not permitted unless the employee has received the approval of the CAO or Municipal Clerk and all devices are encrypted and password protected.

SCHEDULE "A"

DEFINITION OF FAMILY MEMBER

The definition of "family member" may, for the purposes of Articles 6, 24 and 25 be extended to include the following individuals:

- (a) a child of
 - (i) the employee's parent,
 - (ii) the spouse of the employee's parent;
- (b) a grandparent of
 - (i) the employee,
 - (ii) the employee's spouse;
- (c) the spouse of the employee's grandparent;
- (d) a grandchild of
 - (i) the employee, or
 - (ii) [the] employee's spouse;
- (e) the spouse of the employee's grandchild;
- (f) the spouse of
 - (i) the employee's child, or
 - (ii) the child of the employee's spouse;
- (g) a parent of the employee's spouse
- (h) the spouse of a parent of the employee's spouse;
- (i) the spouse of
 - (i) a child of the employee's parent, or
 - (ii) a child of the spouse of the employee's parent;
- (j) a child of
 - (i) a parent of the employee's spouse, or
 - (ii) the spouse of the parent of the employee's spouse;
- (k) an uncle or aunt of
 - (i) the employee, or
 - (ii) the employee's spouse;
- (l) the spouse of the employee's uncle or aunt;

- (m) a nephew or niece of
 - (i) the employee, or
 - (ii) the employee's spouse;
- (n) the spouse of the employee's nephew or niece;
- (o) a current or former foster parent of
 - (i) the employee, or
 - (ii) the employee's spouse;
- (p) a current or former foster child of the employee;
- (q) the spouse of a current or former foster child of the employee;
- (r) a current or former ward of
 - (i) the employee, or
 - (ii) the employee's spouse;
- (s) a current or former guardian of the employee;
- (t) the spouse of a current or former guardian of the employee;
- (u) a person, whether or not related to the employee by blood, adoption, marriage or common-law partnership, who considers the employee to be like a close relative or whom the employee considers to be like a close relative, on the condition that the employee, when requested, must give the Municipality a copy of any form that includes a statement that the employee is considered to be like a family member that is required to be submitted to the Government of Canada to claim compassionate care benefits under the *Employment Insurance Act* (Canada).

Clerk's Annotation for Official Policy Book

Date of Adoption November 10, 2009

Date of Notice to Council Members of
Intent to Amend June 21, 2022

Date of Approval of Amendment June 28, 2022

I certify that this "*Personnel Policy – MDL-51*" was adopted and amended by Council as indicated above.



June 28, 2022

Municipal Clerk

Date