

<i>The Town of Fort Frances</i>	<b>SECTION</b>
	HUMAN RESOURCES
<b>Management/Non-Union Benefits</b>	<b>NEW:</b> January 1998
<b><u>POLICY</u></b>	<b>REVISED:</b> Sept. 2003, May 2007, Sept. 2010
Resolution No. (209) 05/07	Supercedes Resolution No.
Policy Number 3.10	<b>PAGE 1 of 6</b>

The overall purpose of this policy is to provide consistent and fair application of the following benefits for all permanent Management / Non-Union personnel of the Town of Fort Frances. All benefits and working conditions as enjoyed by the employees covered by Union Agreements shall apply as follows to full-time, part-time, and seasonal Management / Non-Union Personnel (as appropriate). Students are excluded from the provisions of this policy unless otherwise indicated.

Regular Full-Time Employee - shall mean an employee who is continuously employed in a full-time position (35 hours or 40 hours per week) and who has completed his/her probationary period;

Regular Part-Time Employee - shall mean an employee who is continuously employed in a regular part-time position (less than 35 hours per week) and who has completed his/her probationary period;

Seasonal Employee - shall mean an employee (other than a student) who is employed on a short term 'as required' basis for a certain number of months per calendar year.

Student - shall mean an employee who is a student at a school, college, university or other educational institution, who is employed on an 'as required' basis for all or part of the calendar year.

## 1. PAID HOLIDAYS

All regular full-time employees and part-time employees on a pro-rated basis will have the following holidays off with pay at their regular rate of pay. If required to work, payment will be made in accordance to the Employment Standards Act. Seasonal employees shall be entitled to any holiday(s) that occurs during the period of his/her seasonal employment:

- |                               |  |
|-------------------------------|--|
| a) Half of New Year's Eve Day | g) Labour Day  |
| b) New Year's Day             | h) Thanksgiving Day  |
| c) Good Friday                | i) Remembrance Day   |
| d) Victoria Day               | j) Half of Christmas Eve Day   |
| e) Canada Day                 | k) Christmas Day   |
| f) Civic Holiday              | l) Boxing Day  |
|                               | m) 2 Floating Holidays (Full-time employees only, after completion of 3 months of employment. For new employees only, the floating holidays will be pro-rated at date of hire. The employee will then receive two (2) floating holidays the following January) |

And statutory holidays enacted under the Civil Service Act (Canada) on which the Municipal Offices are closed by direction of Council

## 2. VACATION

Vacation with pay shall be for all full-time and part-time employees on a pro-rated basis as follows:

- a) After 1 year of active service 2 weeks
- b) After 3 years of active service 3 weeks
- c) After 10 years of active service 4 weeks
- d) After 17 years of active service 5 weeks
- e) After 24 years of active service 6 weeks plus 1 day
- After 25 years of active service 6 weeks plus 2 days
- After 26 years of active service 6 weeks plus 3 days
- After 27 years of active service 6 weeks plus 4 days
- f) After 28 years of active service 7 weeks
  
- g) Any employee who completes his / her third (3<sup>rd</sup>), tenth (10<sup>th</sup>), seventeenth (17<sup>th</sup>), or twenty-fourth (24<sup>th</sup>) year of service during the calendar year shall become eligible for one additional week of vacation to be taken during the balance of that calendar year.
  
- h) Vacation time earned up to December 31<sup>st</sup> of the first year of employment shall be pro-rated. Such pro-rated vacation shall be taken between January 1<sup>st</sup> and December 31<sup>st</sup> of the calendar year immediately following the date of employment.
  
- i) Vacations shall be earned on a calendar year basis and must be taken between January 1<sup>st</sup> and December 31<sup>st</sup> of the following calendar year. Except in exceptional circumstances, there will be no allowance for the carryover of vacation days.
  
- j) A statutory holiday falling within any of the foregoing vacation allowances shall extend the time off by one extra day.
  
- k) In the event of the death of a family member during an employee's vacation period, said employee shall be able to access the bereavement leave provisions within this policy, and the period of vacation so displaced shall be deferred to a later mutually agreeable time.
  
- l) In the event that an employee becomes ill or injured during his / her vacation period and is hospitalized as a result of such illness or injury, the period of hospitalization will be re-scheduled as a vacation period at a later mutually agreeable date.
  
- m) When an employee is absent from work on any leave of absence without pay (excluding pregnancy / parental leave as defined in the Employment Standards Act) in excess of 90 calendar days, the employee's vacation and vacation pay will be pro-rated in accordance with actual time worked.
  
- n) Part-time and / or seasonal service will be credited on a pro-rated basis towards the calculation of vacation time a part-time and / or seasonal employee receives when moving directly into a full-time position.
  
- o) Seasonal employees will receive vacation pay as per the Employment Standards Act.

### 3. SICK BENEFITS

#### Cumulative Sick Leave

Sick time shall accumulate only while an employee is actually at work. Sick leave days may only be used when an employee is unable to attend work due to sickness or injury. Balances on record are not vested and have no buy-out value at termination of employment. At the discretion of the direct supervisor, a doctor's note may be required for any absence due to illness.

#### Full-Time Employees

- a) Cumulative sick leave benefits for full-time employees shall accumulate at the rate of half ( $\frac{1}{2}$ ) of a regular work-day per month to an absolute limit of six (6) days. Full-time employees shall be permitted to carry the unused portion of sick leave from year to year to an absolute limit of six (6) days. Sick leave days may be used by regular full-time employees participating in the Weekly Indemnity / Long Term Disability plan to offset the waiting period(s) under such insured plans.

#### Seasonal Employees

- b) A seasonal employee who works thirty-five (35) hours per week or more shall accumulate cumulative sick leave benefits at the rate of three and a half (3.5) hours per month of work during his / her seasonal employment and shall be permitted to carry the unused portion of sick leave from year to year to an absolute limit of thirty five (35) days (245 hours).
- c) Sick leave days used by seasonal employees shall be paid at the rate of one hundred percent (100%) of actual wages for the first three (3) days of illness or injury and seventy percent (70%) of actual wages on the fourth and subsequent days off work. Sick leave payment will continue until the end of the work season only.

#### Part-Time Employees

- d) Regular part-time employees shall accumulate cumulative sick leave benefits at the rate of half ( $\frac{1}{2}$ ) day per month and shall be permitted to carry the unused portion of sick leave from year to year to an absolute limit of twenty (20) days.

A regular part-time and seasonal employee who is hired in a full-time position will be able to transfer their sick leave credits to a maximum limit of six (6) days.

#### New Employees

New employees shall not be entitled to any sick leave until after having completed three (3) months of continuous employment. Sick leave credits shall be retroactive to the first day of employment.

Weekly Indemnity Insurance/Long Term Disability Insurance Coverage The Corporation agrees to maintain a benefit contract for all full-time employees for:

- i) Weekly indemnity insurance coverage of: 1<sup>st</sup> day hospital; 1<sup>st</sup> day accident; 4<sup>th</sup> day sickness; 70% of weekly earnings to a maximum \$800; 17 week duration of 120 days; with the cost of premiums at the expense (100%) of the Corporation.
- ii) Long Term Disability Insurance Coverage of: starts 121<sup>st</sup> day; 70% of weekly earnings to a maximum of \$3500 monthly; 2 year own occupation; primary CPP carve out only; payable to age 65 or earlier recovery; with the cost of premiums at the expense (100%) of the Corporation.
- iii) If a sick claim is disputed or under investigation, after fourteen days an employee may elect to receive monies from the Corporation, not to exceed the insurable amount that the employee would be entitled to under the W.I./L.T.D. plans. The employee must sign a waiver promising reimbursement to the Corporation once the dispute or investigation is concluded or monies received. It is also acknowledged that the payment of such benefits during a dispute with the insurer is not

deemed to be an acknowledgement of entitlement or eligibility (as eligibility is at the discretion of the insurer.

The Corporation reserves the right to change the carrier of such disability plans provided that the levels of insured benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union prior to the change.

#### **4. HEALTH AND LIFE INSURANCE BENEFITS**

##### Medical and Hospital Insurance

The Corporation shall contribute one hundred per cent (100%) of the insurance premiums towards the following plans for regular full-time employees and for seasonal employees who work thirty five (35) hours per week during their seasonal employment, subject to the terms and conditions of such insured plans. The Corporation will pay such insurance premiums up to a 6-month period while on sick leave.

- a) Basic Liberty Health Dental Plan No. 9 plus Riders 1 and 3.
  - (I) Current fees guide
  - (II) Dental recalls shall be every nine (9) months.
  
- b) Liberty Health Extended Health Care Plan (10-20 Plan including generic drugs)
  - (I) Generic drugs if available
  - (II) Fertility drugs shall not be covered.
  
- c) Vision Care of two hundred (\$200) every two (2) years per employee and dependent. Effective January 1, 2008, vision care of two hundred and twenty five (\$225) and one eye exam every two (2) years. One hundred and fifty dollars (\$150.00) every twelve (12) months under age eighteen (18).
  
- d) Semi-Private Hospital Coverage and Deluxe Travel Coverage.

The above provisions apply to seasonal employees for those month(s) a seasonal employee works, and for those months the seasonal employee works in any subsequent year(s) immediately following the previous year of seasonal employment. Benefits shown above shall be available to dependants up to age twenty-five (25) if attending a post secondary institution.

The Corporation's obligation to contribute premiums to the Medical and Hospital Insured plans and to the Group Life and AD&D Insurance Plan ceases when the employee is on unpaid absence from work exceeding thirty (30) days, subject to the terms and conditions of such plans.

##### Workplace Safety and Insurance Board

It is agreed that all cost-shared benefits be continued while the employee is absent from work and receiving Workplace Safety and Insurance Act disability payments for a period not exceeding twenty-four (24) months.

##### Group Life Insurance

The Corporation agrees to contribute for regular full-time employees one hundred percent (100%) of the insurance premium towards a Life Insurance and A.D.&D. Insurance Plan for life insurance coverage of \$80,000.00 and spouse \$5,000.00 and each child \$2,500.00 (14 days to age 21 or 25 if in University or College). Optional additional coverage is available at employee cost. The Corporation will pay such insurance premiums up to a 12-month period while on sick leave.

The Corporation reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of change of carriers will be communicated prior to change.

In the event an employee encounters a coverage problem due to a carrier change they shall immediately contact the Corporation or agent of record, for immediate investigation and appropriate resolution.

**5. BONUS UPON RETIREMENT:**

The Corporation agrees to pay the following bonus for full-time employees only.

Years of Service	Bonus Payable
10-14	\$1000
15-19	\$1500
20-24	\$2000
25-29	\$2500
30-34	\$3000
Over 35	\$3500

**6. OVERTIME**

This benefit is in recognition of time spent in excess of normal hours in the performance of duties. Overtime shall be kept to a minimum and should not form a regular part of the work schedule. Time spent at regularly scheduled Board / Committee / Council meetings shall not be considered overtime. Payment or time off in lieu of overtime pay will be as follows:

- a) The Chief Administrative Officer and Division Managers shall not accrue overtime. In situations where unusual or exceptional circumstances occur, time off in lieu of overtime time may be granted by approval of the Chief Administrative Officer.
- b) All other full-time employees will accrue overtime at the following rate: Straight time for any hours worked in excess of their regular work-week (35 or 40) up to 44 hours per week. Any hours worked in excess of 44 hours per week will accumulate at the rate of 1.5 times hours worked.
- c) For full-time personnel, overtime will only accrue for time worked in excess of half (½) hour beyond the normal working day.
- d) For part-time personnel, overtime will accrue at the following rate: Straight time for any hours worked in excess of the regular work-week (35 or 40) up to 44 hours per week. Any hours worked in excess of 44 hours per week will accumulate at the rate of 1.5 times hours worked.
- e) As per the Employment Standards Act, an averaging agreement may be utilized.
- f) Time may be banked to a maximum annual carry over of 60 hours or less. Time in excess of 60 hours is forfeited.
- g) Such overtime, prior to being worked shall be pre-approved by a supervisor.
- h) Usage of accumulated time must be at times, which will not create undue hardship on the Division or create additional cost.
- i) Standby duty for Public Works Superintendents is equal to (1½) one and one half days per week of stand-by duty performed. Such compensation shall be taken as time off or as payment in addition to current salary.

**7. BEREAVEMENT LEAVE**

All employees will be allowed five (5) working days off with pay in the event of bereavement in his/her immediate family resulting in the loss of a spouse, common-law spouse, father, mother, sister, brother, son, or daughter.

All employees will be allowed three (3) working days off with pay in the event of bereavement in his/her family resulting in the loss of a grandparent, grandchildren, mother-in-law, father-in-law, step-mother, step-father, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step children and spouses grandparents, common law in-laws and ex-spouse for care of children under 13 years of age.

An employee who attends the funeral of such deceased person will be allowed an additional two (2) days travel time, if the funeral takes place at a location in excess of 200 kilometres from Fort Frances.

One day off with pay shall be granted to an employee who is an active or honorary pallbearer.

**8. COMPASSIONATE LEAVE**

Leave will be granted by the Corporation to any employee to attend to the illness or injury of a child aged 13 or less only and for two (2) days only per year. The duration of the leave shall be agreed upon by the employee and his / her supervisor. Deductions shall be made from the accumulated sick leave credits.

**9. PROFESSIONAL FEES**

Where legislation or the employer requires membership to a professional association, the Corporation agrees to pay 100% of the associated fees.