

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW 2006-83

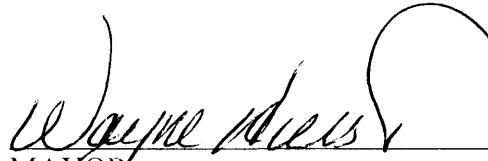
Being a by-law to adopt Human Resource Policies
for the employees of the Town of Amherstburg

WHEREAS Council of the Town of Amherstburg deems it appropriate and desirable to adopt Human Resource Policies to assist in managing the Town's Human Resources and to provide guidelines for standards of conduct, promote equitable employment practices, assist in recruitment and retention and to limit the liability of the Town; and

WHEREAS Twenty Two Human Resource policies have been prepared and are attached to and form part of this by-law.

**NOW THEREFORE THE COUNCIL OF THE TOWN OF
AMHERSTBURG HEREBY ENACTS AS FOLLOWS:**

1. That the Human Resources Policies numbered 1 through 22 listed on Schedule A which is attached to and forms part of this by-law, be adopted.
2. That it being acknowledged that Human Resources Policies are living documents and that additions, deletions and amendments may be required from time to time, it is hereby approved that the addition, deletion or amendment of policies may be made by resolution of Council from time to time.
3. That this by-law shall come into effect on the final passing thereof.
4. That the Mayor & Clerk be authorized to sign the by-law and apply the Corporate Seal thereto.


MAYOR


CLERK

1st Reading - October 23, 2006

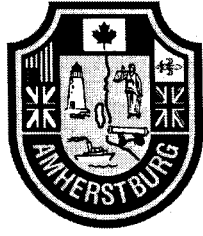
2nd Reading - October 23, 2006

3rd Reading - October 23, 2006

SCHEDULE A TO BY-LAW 2006-83

HUMAN RESOURCES POLICIES

1. H00 – Duties.....	2
2. H00 – Probation.....	4
3. H00 – Annual Vacation.....	6
4. H00 – Time-In-Lieu of Overtime.....	8
5. H00 – Clothing Allowance.....	10
6. H00 – Town Vehicles.....	12
7. H00 – Employee Benefits and Sick Leave.....	14
8. H00 – Retirement.....	20
9. H00 – Hours of Work.....	21
10. H00 – Paid Holidays.....	23
11. H00 – Leave of Absence.....	25
12. H00 – Training Reimbursement.....	27
13. H00 – Grievances and Complaints.....	28
14. H00 – Bereavement Leave.....	30
15. H00 – Salary Administration.....	31
16. H00 – Performance Management.....	33
17. H00 – Conflict of Interest.....	36
18. H00 – Drugs and Alcohol.....	37
19. H00 – Attendance.....	39
20. H00 – Discipline.....	43
21. H00 – Discharge for Cause.....	45
22. H00 – Employee Assistance Program.....	46



SUBJECT:

Duties

INTENT:

To define the duties of non-union / management employees.

SCOPE:

This policy applies to all non-union / management employees.

PROCEDURE / IMPLEMENTATION:

DUTIES

1. The duties, responsibilities, powers, and authorities of each of the employees shall be:
 - a) Those set out by the Municipal Act, The Building Code Act and Planning Act, the Fire Department Act, the Fire Marshal's Act, the Fire Code, the Safe Drinking Water Act, the Ontario Water Resources Act and any other statute, regulation or binding governmental directive effecting the administration of a Town;
 - b) Those contained in any by-law, resolution, special direction or job description adopted by the Town and not varied or superseded by any of (a);
 - c) Where not provided or limited by (a) or (b), those customary to the occupants of similar offices within Towns of a similar size in Ontario.
 - d) From time to time, non-union/management employees are expected to attend to a Municipal emergency in relation to their duties. An emergency will be defined as: a sudden, unexpected occasion, event and/or combination of forces which demands

immediate action or demands immediate attention due to a real and imminent threat of danger to life or public property.

- e) Job descriptions will be maintained for all non-union/management personnel. The job descriptions illustrate but do not necessarily define or limit the present responsibilities, duties, working conditions and relationships of non-union/management personnel.



POLICY NO.: H00 - Probation

SOURCE:

SECTION:

DATE ENACTED:

DATE OF AMENDMENT:

SUBJECT:

Probation

INTENT:

To define the probationary period of employees and related activities.

SCOPE:

This policy applies to all permanent full-time employees.

PROCEDURE / IMPLEMENTATION:

NON-UNION

1. The employment of each employee shall be considered probationary during the first six months of his or her employment. The employees recognize that each of their positions is a separate office, to be filled in the event of vacancy by the Town.
2. The activities and milestones within the Performance Management Cycle as defined in the Performance Management policy shall be followed for all probationary employees.
3. A letter regarding the outcome of the probationary period shall be written by the employee's manager and placed in the employee's personnel file.

UNION

1. The employment of each employee shall be considered probationary during the first ninety (90) calendar days of his or her employment. The probationary period may be extended only upon written mutual agreement between the Parties hereto.

2. A letter regarding the outcome of the probationary period shall be written by the employee's manager and placed in the employee's personnel file with a copy to the Union.



POLICY NO.: H00 – Annual Vacation

SOURCE:

SECTION:

DATE ENACTED:

DATE OF AMENDMENT:

SUBJECT:

Annual Vacation

INTENT:

To define the vacation entitlement for all employees.

SCOPE:

This policy applies to all permanent full-time employees.

PROCEDURE / IMPLEMENTATION:

GENERAL

1. The vacation year shall be from January 1st to December 31st. An employee's eligibility for paid vacation shall be determined on January 1st based on their service date using the schedules included in this policy.
2. No employee shall be allowed to accumulate vacation and all vacation days must be taken during the same calendar year unless otherwise agreed upon by the employee's immediate supervisor.

If by the end of the calendar year any employee has not been able to schedule all the vacation time to which such employee is entitled, such employee shall be paid for the time off missed at the applicable daily salary rate for such employee at year end.

3. In May and October of each year, the Manager's will be provided with a summary of the outstanding vacation entitlement of their employees. The Manager's shall ensure that all outstanding vacation time is scheduled and taken within the calendar year notwithstanding section 2 above.
4. Once an employee's vacation has been requested and subsequently approved by the Employer, it shall not be cancelled, postponed, or interrupted by the Employer except in the event of a Municipal emergency

as defined in the Duties policy or in the event the employee has been summoned to testify as a Crown witness on behalf of the Town as outlined in the Leave of Absence policy. Should an employee's vacation be cancelled or postponed, the employer agrees to provide full reimbursement for any deposits, cancellation fees or other such expenses incurred by the employee for such action.

5. When in any year an employee ceases to be an employee of the Town prior to receiving his annual vacation in that year, he shall be given his normal vacation due him not later than 7 days of his resignation becoming effective or the next pay day at the rate prescribed in the entitlement section.

VACATION ENTITLEMENT - NON UNION

1. The annual vacation for each non- union employee shall be as follows:

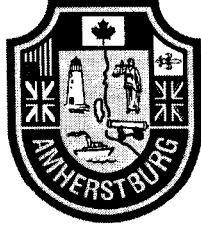
On completion of six months service	- 1 week	
On completion of one years service	an additional week	4%
In the second calendar year	- 2 weeks	4%
In and after the third calendar year	- 3 weeks	6%
In and after the eighth calendar year	- 4 weeks	8%
In and after the fourteenth calendar year	- 5 weeks	10%
In and after the twenty-second calendar year	- 6 weeks	12%
In and after the thirtieth calendar year	- 7 weeks	14%

VACATION ENTITLEMENT- UNION

1. The annual vacation for each union employee shall be as follows:

After one year of continuous employment	- 2 weeks	4%
In and after the third calendar year	- 3 weeks	6%
In and after the eighth calendar year	- 4 weeks	8%
In and after the fourteenth calendar year	- 5 weeks	10%
In and after the twenty-second calendar year for	- 6 weeks	12%
Outside and Arena staff:		
In and after twenty-two (22) years continuous employment	- 6 weeks	12%

2. Vacation Pay – if requested in writing at least two (2) weeks in advance – shall be paid to all employees prior to their vacation with all normal deductions reflected on any such advance.



POLICY NO.: H00 – Time-In-Lieu of Overtime

SOURCE:

SECTION:

DATE ENACTED:

DATE OF AMENDMENT:

SUBJECT:

Time-In-Lieu of Overtime

INTENT:

To acknowledge employees for duties outside of the normal hours of work.

SCOPE:

This policy applies to all permanent full-time employees.

PROCEDURE / IMPLEMENTATION:

GENERAL

1. If by the end of the calendar year any employee has not been able to schedule all the time in lieu of overtime to which such employee is entitled, such employee shall be paid for the time off missed at the applicable daily salary rate for such employee at year end.

NON-UNION

1. Employees as a part of their normal duties of their respective offices will require attendance at meetings, whether of Council, Committees, Agencies, or otherwise, and performance of administrative and supervisory duties outside of the normal hours of work as their services are supervisory or managerial in character and so by Sections 4(b) and 6(b) of Regulation 325, R.R.O. 2000 are exempt from the hours of work and overtime provisions of The Employment Standards Act, R.S.O. 2000. The Fire Chief/Community Emergency Management Coordinator as a part of his normal duties of his office will also require attendance at fires and emergencies at all times, his services are exempt because he is a full time Fire Chief within the meaning of the Fire Department Act, and so exempt under Section 4(a) of Regulation 325.

2. All non-union / management employees will be entitled, in addition to annual vacations and statutory holidays, and in recognition of services performed outside of normal hours, to five (5) working days off throughout the year, with pay, to be taken as full or part days from time to time. Such days shall be allowed to the employee in consultation with their immediate supervisor.

UNION

1. All union employees may select to accumulate their overtime hours worked as "time in lieu" at the rate equivalent to the prevailing overtime rate.
2. Banked hours are to be scheduled at a time mutually agreed between the employee and Management.
3. Any hours not taken off in lieu by December 31st of each year shall be paid out at the rate in effect at the time of banking.



POLICY NO.: H00 – Clothing Allowance

SOURCE:

SECTION:

DATE ENACTED:

DATE OF AMENDMENT:

SUBJECT:

Clothing Allowance

INTENT:

To compensate employees for the expenses associated with Town uniforms/attire and safety equipment.

SCOPE:

This policy applies to all permanent full-time employees.

PROCEDURE / IMPLEMENTATION:

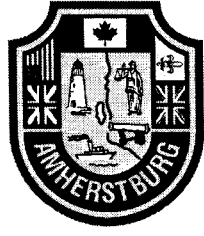
NON-UNION

1. The Town shall supply uniforms and clothing for the Fire Chief/Community Emergency Management Coordinator and Deputy Fire Chief as deemed required. When uniforms (excluding shirts) are deemed by the Chief to need cleaning, he shall arrange to have them cleaned and submit the invoice for payment.
2. The Town shall provide the Chief Building Official, Building Inspector, Building Inspector/Plans Examiner, Manager of Public Services, Roads and Parks Superintendent, Water and Sewer Superintendent, Public Works Office Manager and the Inspector/Coordinator of Development Services, Manager of Recreation Services and GIS Analyst a maximum annual allowance of \$250.00 for the purchase of safety footwear subject to the limitation that such safety footwear will be replaced upon presentation of the former issue, and further a hardhat in accordance with relevant legislation
3. The Town will provide the Chief Building Official, Building Inspector, Building Inspector/Plans Examiner, Roads and Parks Superintendent, Manager of Public Services, Water and Sewer Superintendent, Public Works Office Manager and the Public Works Inspector/Coordinator of Development Services, and Manager of Recreation Services, 3 pants,

three (3) work shirts, and one spring jacket annually, and (except for the Public Works Office Manager) one winter parka, and rainwear upon presentation of the former worn issue. All other employees will be entitled to a spring jacket, to be replaced upon presentation of the former worn issue. The Town agrees to repair or replace articles of clothing damaged while at work for any office employee. Proof of damage must be made on the day it occurs.

UNION

1. The Town shall provide outside and arena staff with the necessary clothing and equipment while engaged in the duties for the Town as defined in the Collective Agreement. The Town shall contract with a supplier to supply three (3) pairs of work pants, three (3) work shirts and one (1) spring jacket annually on presentation of the former worn issue. Either insulated coveralls or overalls and winter parka where necessary for those normally performing outside duties, and thermal boots and liners to be replaced upon presentation of the former worn issue. Any damaged clothing will be also be replaced. Clothing is to be supplied no later than April 1st of each calendar year. The Town shall also provide a maximum annual allowance of \$250.00 annually upon submission of receipts for the purchase of safety footwear subject to the limitation that such safety footwear will be replaced upon presentation of the former issue.
2. The Town shall provide each regular office employee a \$250.00 clothing voucher that shall be redeemed at an establishment to be determined by the employer. In addition, the office employees shall receive 3 shirts annually which are to be worn during business hours.



POLICY NO.: H00 – Town Vehicles

SOURCE:

SECTION:

DATE ENACTED:

DATE OF AMENDMENT:

SUBJECT:

Town Vehicles

INTENT:

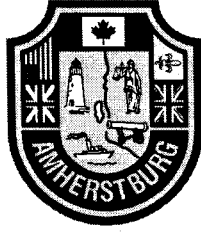
To provide employees with the use of Town vehicles in the execution of their job duties.

SCOPE:

This policy applies to all employees.

PROCEDURE / IMPLEMENTATION:

1. The Town has agreed to provide the Chief Building Official, Building Inspector, Building Inspector/Plans Examiner, Fire Chief/Community Emergency Management Coordinator, the Deputy Fire Chief, Manager of Public Services, Roads, Roads and Parks Superintendent, Water and Sewers Superintendent and the Inspector/Coordinator of Development Services, a suitable motor vehicle for their use in performing their duties.
2. When provided with a motor vehicle by the Town, the employee shall use the same only in the performance of their duties, shall exercise the care in its use and operation that they would if it were their own, and have it fuelled, serviced and repaired by the Town as required.
3. When a Town vehicle is used for personal use, pursuant to the Income Tax Act, as amended from time to time, the employee is required to track both business and personal mileage and submit it to the payroll administrator on an annual basis for use in year end income tax calculations and as a matter of record for audit purposes.
4. Where a Town vehicle is not available, the allowance for all employees required to use their own motor vehicles in performing their duties and who agree to do so, shall be paid a travel allowance as amended from time to time.



POLICY NO.: H00 – Employee Benefits and Sick
Leave

SOURCE:

SECTION:

DATE ENACTED:

DATE OF AMENDMENT:

SUBJECT:

EMPLOYEE BENEFITS AND SICK LEAVE

INTENT:

To provide employees with comprehensive health and income replacement benefits including employer funded sick leave.

SCOPE:

This policy applies to all permanent full-time employees.

PROCEDURE / IMPLEMENTATION:

GROUP HEALTH INSURANCE PLANS

1. The Employer agrees to pay one hundred percent (100%) of the premium costs for the group health benefits listed herein. In so doing, coverage will be provided for: all employees, their spouses and/or eligible dependents (including overage dependents as defined by Green Shield); employees receiving disability benefits (including, but not limited to STD, LTD, OMERS Disability, and/or CPP Disability); retirees, their spouse and/or their eligible dependents and; in the event of the death of an active employee or retiree – their surviving spouse and/or eligible dependents. The Plan will include the following:
 - a) The Employer Health Tax
 - b) Green Shield Supplementary Plan for Semi Private Hospital Care
 - c) Green Shield Apoth-O-Care Drug Plan #3 (Produce Selection) – with prescription co-payment of one dollar (\$1.00)
 - d) Green Shield Dental Plan 14 – including Orthodontic coverage to a maximum of two thousand dollars (\$2,000.00) and Bridges and Crowns to a maximum of one thousand dollars (\$1,000.00) lifetime

at fifty percent (50%) (Each procedure/claim is paid at 50% by the carrier and is applied to the lifetime maximum).

- e) Green Shield Vision Care Plan E – providing two hundred and fifty dollars (\$250.00) every twenty four (24) months or two hundred and fifty dollars (\$250.00) every twenty four (24) months towards the cost of laser eye surgery.
 - f) Green Shield Audio Plan H 1 – including Hearing Aids
 - g) Green Shield Extended Health Services Plan – including Out of Province Travel Assistance (Plan QK for active employees and Plan QJ for retirees); Private Nursing Care (with an annual cap for private duty nursing care of fifteen thousand dollars (\$15,000.00); Chiropractic therapy and; Homeopathic Treatment Programs; Massage therapy one hundred and fifty dollars per year (\$150.00/year) [being thirty dollars per visit (\$30.00/visit) for five visits with a registered massage therapist]; Orthotics four hundred dollars (\$400.00) every thirty-six (36) months.
2. Retirees, for the purpose of this clause, shall be defined as former full-time employees who had at least ten (10) years of full time service with the Employer who are eligible for a pension under the OMERS Plan; who are eligible for coverage under the group health insurance plans and; who have resigned their employment:
- i) at age sixty-five (65)
 - ii) before age sixty-five (65) but on a pension from OMERS
 - iii) by reason of long term disability, covered under the LTD Plan (outlined in this Policy) and/or the OMERS Disability Plan
3. Benefits on Lay-off: The employer agrees to pay one hundred percent (100%) of the premium costs to provide benefit coverage as defined hereafter for all laid off employees. The Corporation will continue to provide benefits (in accordance with the terms and provisions of this Policy) for all laid off employees at a rate of one (1) month for every year of service until the affected employee gains other permanent employment or for a period not to exceed one (1) year following the effective day of the layoff whichever is less). In order to qualify for such entitlement, an employee must have at least five (5) years service with the Corporation.

SICK LEAVE AND DISABILITY BENEFITS

Sick Leave Credits – Non-Union / Management

1. All sick leave credits accumulated up to midnight August 31, 1982, and calculated and recorded to the credit of each employee shall herein be referred to as "frozen credits". No further credit shall be added to such

frozen credits but deductions may be made there from as hereafter provided.

2. The entitlement of employees to be credited with accumulated sick leave credits from and after September 1, 1982 is hereby recognized. Such credits shall herein be referred to as "new credits".
3. Employees shall continue to be entitled to sick leave credits of 1½ days per month worked, which new credits may be accumulated. However, no payment shall be made for any accumulated new credits on termination of employment.
4. The "frozen" and "new" sick leave credits of each employee shall be recorded annually as of December 31st, of each year and each employee shall be notified in writing on or before March 15th of the following year of the amount of his accumulated "frozen" credits and "new credits".
5. If any employee dies, retires, or separates from employment he or she or his or her estate shall be paid 50% of his or her unused frozen sick leave up to a maximum of ½ year's earnings at the rate received by him or her immediately prior to termination of employment.

Personal Appointments

1. Non- Union: Employees shall arrange for eye examinations and other medical and dental appointments outside of working hours. If this is not possible, the employee shall arrange for the appointment at such a time as to cause the least interruption to the daily work routine and except with specific permission of management personnel, shall be scheduled after 2:30 p.m. If so scheduled, management personnel may in their discretion grant absence from work with pay, not exceeding one and a half hours. Written confirmation that the appointment was kept will be required.
2. Union: Employees shall arrange for eye examinations, medical and dental appointments – wherever possible – outside of normal working hours. If this is not possible, the employee shall schedule appointments at such a time so as to cause the least interruption in the daily work routine. If so scheduled, the full period of absence will be charged against their accumulated sick leave credits.

Disability Benefits

1. The employer shall pay the premiums on a policy of group insurance providing short-term and long-term disability benefits to all employees, disabled from performing the duties of their own employment because of, and during the first two years after, the onset of personal illness or after a personal accident, and thereafter from performing the duties of any employment, in an amount which, together with Canada Pension Plan payments receivable (excluding children's benefits), WSIB payments receivable and any other indemnity receivable referred to in the policy,

would equal 75% of the weekly base pay at the commencement of disability of the affected employee (subject to a maximum benefit and according to terms stipulated in the benefit carrier's policy from time to time), with entitlement to such disability benefit payments to commence on the 15th day of continuous disability and to continue until, in the first two (2) years, the employee can return to and perform all of the duties of the regular occupation of such employee, and thereafter until the termination of disability or rehabilitation as provided in the policy, or the death or 65th birthday of the affected employee, whichever shall first occur.

2. If an employee is disabled from performing the duties of his or her employment because of personal illness or accident, such employee shall be entitled to payment from the employer, on his or her regular pay days, at the full amount of his or her regular pay, at the date of such payment, for days missed while so disabled, less any indemnity received under the group policy aforesaid, the Canada Pension Plan, WSIB or any other source related to his or her employment, to the extent of the sick leave credits of such employee, drawing first on "new" credits and then on "frozen" credits.
3. Any employee certified by the WSIB as being disabled from performing the duties of his or her employment as a result of personal injury arising out of or in the course of his or her employment, and to be entitled to WSIB payments as a result thereof, shall be entitled to payment by the employer, without charge or deduction from either "new" or "frozen" sick leave credits accumulated, on his or her regular pay days to the full amount of his or her regular pay at the date of such payment, for days missed while so disabled less any indemnity from WSIB, under the group policy aforesaid, the Canada Pension Plan, or any other source relating to his or her employment for a period of six months from date of such disability. In the event of disability continuing longer than six months, the provisions of Paragraph 2 (Disability Benefits) shall apply.

Notification

1. An employee absent because of personal illness or accident, shall cause his or her immediate superior to be notified, in the case of office and non-shift personnel, not later than one-half hour after the commencement of his or her working day and in the case of shift personnel, not later than one hour prior to the commencement of his or her shift. In all cases where an employee is absent due to personal illness or accident for more than three (3) consecutive working days, the employee shall furnish a report completed and signed by a duly qualified medical practitioner, confirming that the employee was disabled. A non-union employee may be required to furnish such a report for an absence of less than three days. Failure to furnish such a report when required shall forfeit benefits paid or payable. In the case of absence extending past 14 days, proof of acceptance of a claim by the group insurer aforesaid, and continuing payment of indemnity under the group policy shall constitute prima facie, but not conclusive

proof of disability caused by personal illness or accident.

General

1. All employees shall be entitled to leave from employment while disabled from performing the duties of employment because of personal illness or accident, subject to the limitation of this policy.
2. The employer shall provide protection to its employees from loss of income while so disabled, as limited by this policy.
3. An employee continuously absent under the provisions of this policy who does not qualify for disability or WSIB benefits shall be deemed to have resigned.
4. Any misrepresentation of fact by an employee to the employer or the insurer under the group policy aforesaid may be sufficient grounds for disciplinary action up to and including immediate discharge.

PENSION

1. The employer and the employees shall participate in the Ontario Municipal Employees Retirement System (OMERS) Basic Plan and the Canada Pension on an integrated basis.
2. The employer shall enroll all employees in an OMERS Type I -100% Supplementary Pension Benefit Plan to provide supplementary pension benefits for credited service with the Municipality.

LIFE INSURANCE

1. The employer shall pay the full premium cost to provide life insurance coverage for all employees under a group policy. The policy will provide coverage equal to one and one-half times (1½ x's) the employee's basic annual earnings [to the next highest one thousand dollars (\$1,000.00)], with triple indemnity in the event of accidental death.

PUBLIC LIABILITY INSURANCE

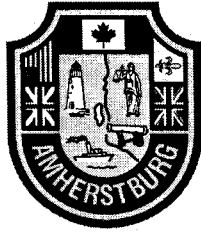
1. The Town shall provide a policy of Public Liability Insurance which shall protect each of the employees against any claims, actions, suits or otherwise brought by any person or persons whomsoever alleging any wrongful or negligent act or omission by any of the employees during the course of their duties.

The Town agrees to provide each employee with legal indemnification for reasonable legal costs incurred and recovered by the employee in defense of any civil action, in the defense of a criminal prosecution, and in respect of any other proceedings in which the employee's manner of

execution of the duties of his/her employment is an issue, if the employee is found to have acted in good faith.

OTHER:

1. The employer agrees to bear all of its administrative costs in the implementation of a voluntary payroll deduction plan for the employees.



POLICY NO.: H00 - Retirement

SOURCE:

SECTION:

DATE ENACTED:

DATE OF AMENDMENT:

SUBJECT:

Retirement

INTENT:

To define the dates and benefits of retirement.

SCOPE:

This policy applies to all permanent full-time employees.

PROCEDURE / IMPLEMENTATION:

General:

1. Retirees are entitled to continuation of insurance coverage as defined under the Employee Benefits and Sick Leave policy, Group Health Insurance Plan section.

RETIREMENT- PRIOR TO DECEMBER 12, 2006

1. Retirement age for an employee shall be the end of the month following his/her 65th birthday, or such earlier age as the employee may elect, and upon which such employee is entitled to claim pension benefits under O.M.E.R.S. Employees may be requested annually by resolution of Council to continue working past the age of 65 provided such employee is capable of performing work satisfactory to Council and Management.

RETIREMENT – EFFECTIVE DECEMBER 12, 2006

2. An employee may elect to retire when such employee is entitled to claim pension benefits under O.M.E.R.S.



POLICY NO.: H00 – Hours of Work

SOURCE:

SECTION:

DATE ENACTED:

DATE OF AMENDMENT:

SUBJECT:

Hours of Work

INTENT:

To define the regular business hours for all employees.

SCOPE:

This policy applies to all employees.

PROCEDURE / IMPLEMENTATION:

HOURS OF WORK

1. For all administrative/office staff with the exception of administrative/office staff at Public Works, thirty-seven and a half (37.5) hours shall constitute a work week, Monday to Friday daily, between the hours of 8:30 a.m. and 4:30 p.m. with one half (1/2) hour off for lunch. All employees shall be granted a fifteen (15) minute coffee break in the forenoon and a fifteen (15) minute coffee break in the afternoon.
3. For the Public Works administrative and outside staff, forty (40) hours shall constitute a work week, Monday to Friday, between the hours of 7:00 a.m. to 12 Noon and from 12:30 p.m. to 3:30 p.m. For the Public Works Office Manager, forty (40) hours shall constitute a work week, Monday to Friday, between the hours of 7:30 a.m. to 12 Noon and from 12:30 p.m. to 4:00 p.m. For the Public Works Clerk, thirty-seven and a half (37.5) hours shall constitute a work week, Monday to Friday between the hours of 8:00 a.m. to 4:00 p.m. All employees shall be granted a fifteen (15) minute coffee break in the forenoon and a fifteen (15) minute coffee break in the afternoon.
4. For union staff in the Arena and seasonal facilities, the hours of operation shall be determined by the respective manager and will be consistent with the nature of the activities. The hours may include weekdays, weekends

and holidays and in the case of full-time employees a consistent 40 hour work week shall be scheduled.



POLICY NO.: H00 – Paid Holidays

SOURCE:

SECTION:

DATE ENACTED:

DATE OF AMENDMENT:

SUBJECT:

Paid Holidays

INTENT:

To define the paid holidays for all employees.

SCOPE:

This policy applies to all employees.

PROCEDURE / IMPLEMENTATION:

PAID HOLIDAYS

1. Days to be recognized as statutory holidays with pay, during the year shall be one (1) full day prior to New Year's Day, New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Day, Labour Day, Thanksgiving Day, Remembrance Day, One Full Day prior to Christmas Day, Christmas Day, Boxing Day or the day which may be proclaimed as the effective legal holiday for the days previously set forth and any other day which be proclaimed as a holiday by the Governor General, Lieutenant Governor In Council and/or the Mayor.
2. When a Paid Holiday falls on the weekend and no other day is proclaimed as said Holiday, the employees shall be granted the Friday preceding such Holiday or the Monday following such Holiday off with pay at the option of the employer.
3. This does not apply to employees who absent themselves without leave on the working day immediately before or after said holiday, or to the employees who are absent with leave either the working day before or after said holiday, when that leave has been granted for a period longer than one (1) day.
4. When a legal holiday falls within an employee's vacation period such holiday shall not be counted as a vacation day, but shall be allowed to the

employee at a time mutually satisfactory to the employee and the employer.

5. The Town of Amherstburg Municipal Offices will be closed between Christmas Eve and New Years day inclusive. It is understood and agreed that to facilitate such a shutdown, Employees will be required to schedule either vacation time and/or time off banked in lieu of overtime on those days not recognized as Paid Holidays during this period. In the event of an emergency [as defined in the policy H00 - Duties] arising during what would otherwise have been the normal working hours of the employees if required to report to work, he or she will be granted time off with pay for all hours worked at a later date. Union employees shall be paid at one and one-half times (1 1/2 x's) their regular hourly rate for those hours worked during their otherwise normal shift and at the applicable overtime rate for all hours worked thereafter in addition to their pay for the scheduled time off.



POLICY NO.: H00 – Leave of Absence

SOURCE:

SECTION:

DATE ENACTED:

DATE OF AMENDMENT:

SUBJECT:

Leave of Absence

INTENT:

To provide time away from work for personal matters or attendance at Jury Duty.

SCOPE:

This policy applies to all employees.

PROCEDURE / IMPLEMENTATION:

LEAVE OF ABSENCE

General

1. No employee, shall absent himself from duty without first obtaining permission from their immediate supervisor.
2. No non-union/management employee shall be absent from work without informing their immediate supervisor on or before 10:00 o'clock a.m. on that day of such absenteeism and the reason therefore. The penalty for violation of this standard shall be imposed by their immediate supervisor and the Chief Administrative Officer.
3. No union employee shall be absent from work without informing their immediate supervisor pursuant to Article 20.04 of the collective agreement.
4. An employee may make application for leave of absence without pay for a maximum period of 5 days. Leaves of absence require approval from the immediate supervisor. Leaves beyond 5 days of absence require the approval of the Chief Administrative Officer and Council.

5. An employee who is absent without approval from management for 3 consecutive working days, will be terminated unless an acceptable explanation is provided.

Jury Duty

1. A full-time permanent employee who is absent from work due to jury duty, or testifying as a Crown witness shall receive his regular wages providing the employee give notice of serving and submits proof of having served on jury duty or as a Crown witness. The pay received by the employee for serving on jury duty or as a crown witness shall be remitted to the employer less actual expenses.

Personal Time

1. Personal Time Off: - A full-time permanent employee may use up to three (3) days per calendar year of accumulated sick leave for personal business under the following conditions:
 - 1) The days are not taken on consecutive work days or in conjunction with vacation or holidays, except in the case of emergency for union employees. For non-union/management employees these days can be taken in conjunction with vacation or holidays with the permission of the employee's immediate supervisor;
 - 2) At least ten (10) days of unused accumulated sick leave will remain;
 - 3) It will not cause undue inconvenience to the employer;
 - 4) The request is made promptly at the time the need is determined and, except in case of an emergency, no later than four (4) hours prior to quitting time of the work day preceding the request day off.



POLICY NO.: H00 – Training Reimbursement

SOURCE:

SECTION:

DATE ENACTED:

DATE OF AMENDMENT:

SUBJECT:

Training Reimbursement

INTENT:

To provide guidelines for the reimbursement of training expenses upon resignation.

SCOPE:

This policy applies to all permanent/full-time non-union / management employees.

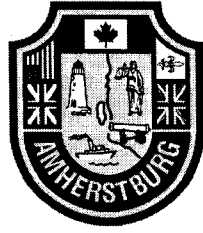
PROCEDURE / IMPLEMENTATION:

TRAINING REIMBURSEMENT

1. Employees will be required to reimburse the Town for courses taken should they decide to voluntarily terminate their employment within four years of their date of employment as per the following schedule:

1 year	100% payback
2 years	75% payback
3 years	50% payback
4 years	25% payback

2. Training courses and professional memberships that are considered mandatory in relation to an employee carrying out their duties as outlined within the job description and/or duties policy will be paid for by the Town and will not be required to be reimbursed upon resignation.



POLICY NO.: H00 – Grievances & Complaints

SOURCE:

SECTION:

DATE ENACTED:

DATE OF AMENDMENT:

SUBJECT:

Grievances & Complaints

INTENT:

It is in the best interests of an employee and the Town that complaints be openly communicated and resolved to promote a positive working relationship.

SCOPE:

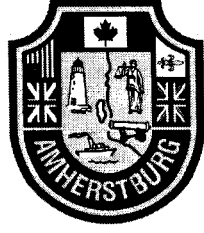
This policy applies to all employees.

PROCEDURE / IMPLEMENTATION:

GRIEVANCES & COMPLAINTS

1. Complaints and grievances relative to an employee's employment or working conditions generally shall be responded to as quickly as possible.
2. The employee shall first bring their concerns to the attention of their immediate supervisor. If the matter is not resolved, the supervisor will discuss the concern with the next level of management until a resolution can be achieved. The final resolution rests with the Chief Administrative Officer.
3. Where a complaint deals directly with the employee's immediate supervisor, the employee may bring their concerns to the attention of the next level manager or Human Resources.
4. Where a policy or procedure exists to deal with specific types of complaints eg: Health and Safety, the procedure should be followed by the employee and their immediate supervisor in resolution of the complaint.
5. Union employees may also follow the grievance procedure as outlined in Article 16 of the Collective Agreement.

6. This procedure does not prohibit an employee from dealing directly with an outside agency where warranted or where legislation directs them to do otherwise.



POLICY NO.: H00 – Bereavement Leave

SOURCE:

SECTION:

DATE ENACTED:

DATE OF AMENDMENT:

SUBJECT:

Bereavement Leave

INTENT:

To provide paid time away from work in the event of a death of an employees immediate family member.

SCOPE:

This policy applies to all permanent full-time employees.

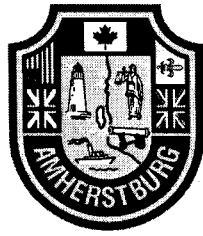
PROCEDURE / IMPLEMENTATION:

BEREAVEMENT LEAVE

1. Four (4) regular working days off with pay shall be granted (for the purpose of attending the funeral) in the event of the death of the immediate family which would include: mother, father, sister, brother, spouse, common-in-law spouse, child.

Three (3) days, mother-in law, father-in-law, sister-in-law, brother-in-law, son-in law, daughter-in-law, step-mother, step-father, step-sister, step-brother, step-children and their spouses, grandchild, grandparents, grandparents-in-law, step-grandparents, step- grandchildren.

2. In the event of the death of any other relative or of a member of the staff, time off with pay may be granted (for the purpose of attending the funeral) not to exceed one (1) day, except by special permission of management personnel.
3. In the event that the death occurs during an employee's vacation or on a Paid Holiday (as defined in the relative policies), they will be entitled to an extension of their vacation (or another day off with pay in the case of a Paid Holiday) equal to the time off for bereavement leave which they otherwise would have been granted had the death not occurred.



POLICY NO.: H00 – Salary Administration

SOURCE:

SECTION:

DATE ENACTED:

DATE OF AMENDMENT:

SUBJECT:

Salary Administration

INTENT:

To provide a pay system and review process that results in fair and equitable compensation.

SCOPE:

This policy applies to all permanent full-time non-union/management employees.

PROCEDURE / IMPLEMENTATION:

Salary Structure and Salary Bands

1. Employee salaries will be determined with regard to a grading system that defines a minimum, maximum and conditional maximum amount for each salary band. These bands shall be adjusted for inflation from time to time (every three years).
2. Remuneration for positions that are assigned a salary band is limited to that band and is not to exceed the maximum.
3. New positions will be assigned to the salary grading system on an interim basis with consideration to positions with similar responsibilities and qualifications within the Town.
4. Positions that have been altered significantly in terms of their responsibilities or qualifications, may be reconsidered by the Job Evaluation Committee, following the process below. Additionally, new positions are evaluated by the Job Evaluation Committee once they have been in place for 6 months.

Merit Adjustments

1. Effective January 1st of each year, Council shall consider an adjustment to non-union staff salaries that result from the ratings given through the performance management review process conducted annually. Recommendations for salary increases will be presented by the CAO to Council and will be inclusive of all non-union positions. Department Managers with non-union personnel reporting to them are responsible to submit their completed ratings to the CAO during the timeframes outlined in the Performance Management policy.
2. Employees are eligible for a merit increase if they have completed their probationary period.
3. Merit adjustments will be applied according to the following grid:

Compa-ratio	Unsatisfactory	Satisfactory	Exceed
<95%	0	4.1%	5.4%
95% - 105%	0	2.7%	4.1%
> 105%	0	1.4%	2.7%

Reconsideration of Positions

1. In the event that the duties and responsibilities of a position are altered from the time of the original ratings assigned to the position, a request may be submitted that the position be re-rated using the following process:
 - a) The request for the position to be re-rated is to be submitted to the appropriate Manager with an updated job description and any other supporting documentation.
 - b) The Manager shall submit all such requests to the CAO for consideration.
 - c) The Job Evaluation Committee shall review requests received for re-rating on a semi-annual basis utilizing the existing salary administration program.
2. New positions will automatically be review by the Job Evaluation Committee once they have been in place for 6 months.
3. Salary adjustments resulting from the Job Evaluation Committee review will be effective from the date that the CAO accepts the revised job description. Although positions that are reconsidered may increase in point value, this does not guarantee an increase in salary.
4. An employee who's salary was reconsidered in a particular year will still be eligible for a merit adjustment for the same year. The merit adjustment will be calculated on the new base salary.



POLICY NO.: H00 – Performance Management

SOURCE:

SECTION:

DATE ENACTED:

DATE OF AMENDMENT:

SUBJECT:

Performance Management for Management and Non-Union Staff.

INTENT:

The goal of Performance Management is to ensure that staff attain peak performance through assessing performance based on measurable criteria within the employees area of expertise and responsibility. The employee also sets a work plan that defines goals and objectives to be accomplished over a defined period of time. Performance management is an ongoing process and that requires the involvement and two-way communication between the supervisor and employee through all steps of the process.

SCOPE:

This policy applies to all permanent full-time management employees.

PROCEDURE / IMPLEMENTATION:

Performance Management Cycle:

The Performance Management Cycle is an ongoing, interactive process which includes feedback throughout the cycle. The cycle begins on January 1st of each year and ends on December 31st.

The activities that occur at milestones within the cycle include:

Month 1:

A meeting which includes:

- An overview of corporate and departmental goals, objectives and values;
- A review of the individuals job duties;
- An overview of the Performance Management System
- A discussion on the “Developmental Dialogue Form”
- Commencing to develop a work plan for the coming year – the work plan should be set by the end of Month 3
- Establishing time frames for informal and formal reviews

Month 3:

Finalizing work plans, objectives and performance at a planned meeting.

Month 6:

Formal review of the performance objectives and results to date. Making adjustments to the work plan as required.

Month 9 - 12:

Distribution of documents for the period ending December 31st. Forms include the Performance Review, Work Plan and the Developmental Dialogue. The employee completes a self-assessment and schedules a meeting with their Manager/Supervisor for the January/February timeframe by December 31st. The employee prepares themselves for a dialogue regarding their performance. The employee brings their self-assessment forms to the meeting to support this dialogue.

Month 1 and 2 (Next cycle):

The Manager/Supervisor meets with the employee to discuss performance over the previous period and to review the initial work plan for the future period. This meeting forms the formal review of the performance achieved through the previous period by staff based on goals, objectives and work plans. New goals and objectives are set through the completion of a work plan for the future period.

The results of this review will determine the annual wage increases based on the salary administration program and budgeted increases approved by Council during the budget review process in February of each year.

These meetings will be completed by March 1st and any salary adjustments will be retroactive to January 1st of the current year.

Performance Management Documents**1. Developmental Dialogue/Work Plan**

The developmental dialogue and work plan are used to identify specific initiatives, projects and issues that need attention throughout the year.

It is preferable that a maximum of 3 – 5 projects be identified, well developed and achievable. These projects are then recorded on the Work Plan spreadsheet.

2. Performance Review

The Performance Review form defines the core and administrative competencies within the Town of Amherstburg that serve as performance

standards across all positions. It also addresses the actions to be taken to improve the employee's functional skills and competencies as well as long-term professional development.

Approvals and Filing:

The finalized Performance Review form will be signed by both the Manager/Supervisor and the employee. The Work Plan is attached and forms a part of the actual document. A copy will be placed in the personnel file. The employee will also receive a copy of the finalized form.

SEE ALSO POLICIES ON

Salary Administration

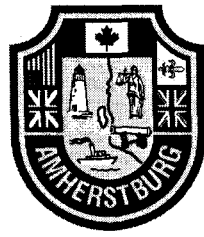
RELATED FORMS

Performance Review Form

Work Plan Spreadsheet

Developmental Dialogue Form

Position Description



POLICY NO.: H00 – Conflict of Interest

SOURCE:

SECTION:

DATE ENACTED:

DATE OF AMENDMENT:

SUBJECT:

Conflict of Interest

INTENT:

To protect the interests of the Town of Amherstburg in providing services to Town residents.

SCOPE:

This policy applies to all employees.

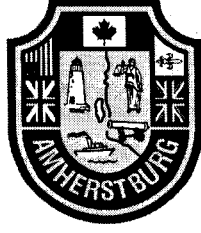
PROCEDURE / IMPLEMENTATION:

A conflict of interest is defined as a conflict between an employee's personal interest and his/her responsibility as an employee of the Town of Amherstburg that interferes with the performance of his/her position in serving the interests of the Town of Amherstburg.

The following are the responsibilities of all employees while performing their duties and avoiding potential conflicts of interest:

1. All employees are expected to comply with the purposes, goals, objectives and policies of the Town of Amherstburg.
2. An employee shall not engage in an act or relationship that compromises the employee's position of responsibility and trust with the Town.
3. Employees shall not solicit or accept a gift, present, favour, the acceptance of which shall place the employee under obligation to the donor. The following actions are acceptable in the performance of public duties:
 - normal hospitality among persons doing business
 - token exchanges as part of protocol
 - normal presentations made to individuals, participating in public functions

4. Employees shall not participate in any decision or make or promote any recommendation to their supervisor or to the Municipal Council on any matter in which they or their family (parents, spouse or any child, brother or sister) has any financial interest except as a resident of the Town.
5. Employees shall not engage in any supplemental employment or business undertaking that would interfere with the performance of his/her duties with the Town.
6. Employees shall not engage in any supplemental employment or business undertaking which he/she has an advantage derived from his/her employment with the Town.
7. Employees shall not solicit or perform any supplemental employment during working hours, or utilize any municipal equipment, telephones or facilities during working hours, for the purpose of soliciting or performing supplemental employment.
8. It is the responsibility of the employee of the Municipality to report any conflict of interest within the meaning of these guidelines to his/her department head through his/her immediate supervisor. Employees who knowingly fail to report, or engage in, a conflict of interest as outlined in this policy, shall be subject to disciplinary action.
9. The responsibility for determining whether a conflict of interest exists, whether there is some doubt or question and for the administration of these guidelines, is that of the department head.



POLICY NO.: H00 – Drugs and Alcohol

SOURCE:

SECTION:

DATE ENACTED:

DATE OF AMENDMENT:

SUBJECT:

Drugs and Alcohol

INTENT:

The consumption of alcohol and/or drugs when associated with work can have a number of serious and negative consequences:

- impaired work performance
- safety of both the public and employees
- poor image

Therefore, employees are prohibited from the use and/or possession of drugs and alcohol at the workplace.

Further, employees are prohibited from performing work or being present at the workplace under the influence of drugs and/or alcohol.

SCOPE:

This policy applies to all employees.

DEFINITION:

For the purposes of this policy:

“Drugs and Alcohol” are defined as any substance capable of affecting a person to the point where physical and /or mental control is diminished. “under the influence” shall read to mean any one of the following, but not limited to:

- the smell of alcohol or drugs
- erratic or unusual behaviour
- slurred speech

PROCEDURE / IMPLEMENTATION:

An employee who reports for work, and in the opinion of a supervisor is under the influence of drugs or alcohol, will be provided transportation to their home and will not be allowed to work their scheduled shift(s) until contacted by their supervisor..

An employee, who in the opinion of a supervisor is under the influence of drugs or alcohol at the workplace at any time, will be provided transportation to their home and will not be allowed to work their scheduled shift(s) until contacted by their supervisor.

If by application of this Policy, the employee has lost work time, it will not be paid. Such lost unpaid work time is separate and apart from any discipline which may be imposed.

Employees who identify a substance abuse problem are eligible for an employee assistance program to deal with the problem.

An employee, who is using prescription or "over the counter" drugs which may impair work performance, must report this to their supervisor.

An employee who fails to adhere to this policy may be subject to discipline up to and including discharge.

SEE ALSO POLICIES ON

Employee Assistance
Discipline
Discharge



POLICY NO.: H00 - Attendance

SOURCE:

SECTION:

DATE ENACTED:

DATE OF AMENDMENT:

SUBJECT:

Attendance

INTENT:

To enhance the Town of Amherstburg's commitment to providing the highest quality of public service through the efficient management of its human resources.

It shall be the policy of the Town of Amherstburg to support and encourage regular attendance at work. Regular attendance of employees assists the Town in meeting their service obligations to the public and assists employees in meeting their obligation to perform the functions for which they were hired. The Town of Amherstburg in its concern for its employees health and well-being is committed to assisting employees who experience difficulty in achieving regular attendance to overcome their problems, with a goal of eliminating unnecessary absenteeism.

SCOPE:

This program applies to all union and non-union employees.

DEFINITIONS

Absence Definitions:

Culpable absenteeism: Unscheduled and/or unapproved absence from work during normal working hours for reasons unrelated to illness or injury.

Non-culpable absenteeism: Absence from work which is legitimate due to a disability or injury or scheduled and approved absence, whether paid or unpaid.

Town Average: The Town absentee average will include absence occurrences as defined below.

PROCEDURE / IMPLEMENTATION:

1. Every shift of scheduled work will be considered an "absence occurrence" with the exception of the following:
 - (a) Union Employees: Absences for the following reasons as permitted under the collective agreement:
 - i. Paid Holidays (Article 25)
 - ii. Vacation & Service Pay (Article 24)
 - iii. Leave of Absence
 - iv. Other Leave of Absence (Jury Duty and Crown Witness, Personal Time Off, Article 28)
 - v. Maternity/Adoption Leave (Article 27)
 - vi. Bereavement Leave (Article 26)
 - vii. Leave for Union functions
 - (b) Non-union Employees: Absences as defined in 1 (a) i through vi without reference to the collective agreement;
 - (c) Absence from work which is legitimate due to a disability or injury (Workers' Compensation, STD/LTD);
 - (d) Special circumstances where in the opinion of the supervisor, it would be unreasonable to count the absence as an absence occurrence.
2. Absence from work includes leaving early and being absent from work between start and quit time without appropriate approval or notification. No employee shall leave work during his/her working hours without first obtaining the permission of his/her supervisor. If an employee is unable to report for work for any reason, the employee must call their immediate supervisor and advise of the reason for their inability to report to work and the expected duration of their absence. In the case of office and non-shift personnel, the absence must be reported not later than one-half (1/2) hour after the commencement of his or her working day and in the case of shift personnel, not later than one (1) hour prior to the commencement of his/her shift.
3. All absences that are not supported by reasonable explanation or documentation, will be deemed to be an absence from work.
4. Notwithstanding the above, employees who are incapable of regular attendance at work due to illness or injury, may be subject to a non-disciplinary termination due to the frustration of the employment contract.

Attendance Averages

The Town's attendance average will be calculated on a monthly basis and will be used as a measure of the culpable attendance experience at the Town of Amherstburg. Individual employee attendance averages will also be calculated

and will be compared against the Town's attendance average to determine whether employee counselling is required.

Attendance Program

The focus of the Attendance Program is to address absenteeism in a fair, responsible and consistent manner through the following process. The Human Resources Department will distribute absenteeism information to the managers/supervisors of the Town every six (6) months to facilitate the implementation of the policy. Those employees with an attendance average that exceeds the Town's average will be entered into the Attendance Program:

Steps of the Attendance Program

Step 1 – First Meeting – Determination of Cause

- Occurs when the employee's rate of absenteeism for the previous 6 months exceeds the Town's average;
- Where the absence is considered to be culpable absenteeism and has resulted in the employee exceeding the Town absentee average, the supervisor/manager enrolls the employee into the Attendance Program.

Step 2 – Second Meeting – Written Warning

- Occurs when the employee's rate of absenteeism for the second consecutive 6 month period exceeds the Town average.

Step 3 – Third Meeting – Final Written Warning

- Occurs when the employee's rate of absenteeism for the third consecutive 6 month period exceeds the Town average;
- Employee is notified that any further culpable absenteeism occurrences will result in a 3 day suspension.

Step 4 – Three (3) Day Suspension

- After a further occurrence of culpable absenteeism, the employee is formally notified of a 3 day suspension;
- Employee is notified that any further culpable absenteeism occurrences will result in a 10 day suspension.

Step 5 – Ten (10) Day Suspension

- After a further occurrence of culpable absenteeism, the employee is formally notified of a 10 day suspension;
- The employee is notified that the next occurrence of culpable absenteeism will result in termination of employment.

Step 6 – Fourth Meeting – Termination of Employment

- After a further occurrence of culpable absenteeism, the employee is formally notified of that they have not demonstrated an ability to attend work on a regular basis, hence frustrating the employment contract which has resulted in termination of employment with the Town of Amherstburg.

Meeting Guidelines:

The following guidelines shall be followed in holding meetings with the employee:

- The supervisor/manager is to conduct the meeting with the employee, a union representative and a Human Resource representative.
- During each meeting held during steps 1 through 3:
The immediate supervisor discusses with them employee the level of absenteeism and determines if the employee has a legitimate medical reason for their absences. If there is reasonable cause to believe that the employee has been absent due to legitimate disability or injury, the supervisor/manager uses his/her discretion to excuse the employee from the Attendance Program. The supervisor/manager should however, continue to meet with these employees on an informal basis to offer support and assistance as required;

The supervisor/manager discusses the requirement for improved attendance over the next 6 month period which includes a targeted attendance average. The targeted attendance average must be at minimum the current Town absenteeism average.

- The parties address whether there are any circumstances which are affecting the employees attendance and the action steps required for the employee to realize an improvement. These action steps can include, but are not limited to support, programs, expertise or action items which address the root cause of the absenteeism issue and available options to accommodate the employee.
- A letter is given to the employee as a result of each step of the program stating the pertinent information. The letter is copied to the Union Representative and the Human Resources Specialist.

Exiting and Re-Entering the Attendance Program

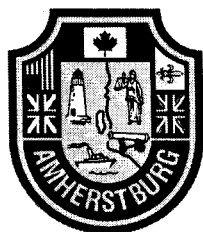
An employee exits the Attendance at Work Program when their attendance rate for a 12 month period is equal to or less than the Town's attendance average for the same period. A letter will be sent by the supervisor/manager to the employee with notification that they have exited the program with a copy to Human Resources and the union.

An employee who has exited the program, but due to their attendance rate, is re-entered into the program within a thirty (30) month period, will re-enter the program at the same level where they exited. An employee who re-enters the program outside of the 30 month period will re-enter at the first meeting level. Any employee who is referred to the program three times or more, will enter the Attendance Program at a level as determined by a meeting of Human Resources, Management, the union and the employee.

SEE ALSO POLICIES ON

Discipline, Discharge, Employee Assistance Program

**TOWN OF
AMHERSTBURG**



POLICY NO.: H00 - Discipline

SOURCE:

SECTION:

DATE ENACTED:

DATE OF AMENDMENT:

SUBJECT:

Discipline

INTENT:

The Town recognized the responsibility to provide efficient services to the public and expects that an employee will perform work in accordance with this objective. At times, it may be necessary for Management to impose disciplinary penalties against an employee who fails to adhere to this objective.

SCOPE:

This policy applies to all employees.

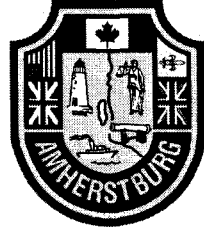
PROCEDURE / IMPLEMENTATION:

An employee who fails to observe rules, regulations and who, in general, exhibits inappropriate conduct may be subject to discipline. Discipline will be administered in a fair and just manner and in accordance with the concept of progressive discipline. Progressive discipline is meant to be corrective in nature inasmuch as the employee is disciplined as a warning that the employee's actions or non-actions are unacceptable. If the situation is not corrected, possibly more harsh discipline can be expected. Progressive discipline is not meant to infer that in all cases discipline must commence with a verbal warning. Discipline will be administered in accordance with the severity of the infraction which can include steps up to and including discharge.

Many factors should be examined in determining the degree of discipline appropriate in a particular situation or whether in fact discipline is warranted at all. The CAO and Human Resources Specialist are to be consulted in order to provide assistance to departments in resolving questions concerning discipline.

Discipline, suspension and discharge proceedings are to be completed in accordance with the appropriate Collective agreements. A copy of all written discipline is included in the employees personnel file.

SEE ALSO POLICIES ON
DISCHARGE



POLICY NO.: H00 - Discharge for Cause

SOURCE:

SECTION:

DATE ENACTED:

DATE OF AMENDMENT:

SUBJECT:

Discharge for Cause

INTENT:

Discharge is an extreme form of discipline, which may be invoked due to improper conduct of an employee. In such cases, the conduct is of such a nature that continued employment would be contrary to the best interests of the Town.

SCOPE:

This policy applies to all employees.

PROCEDURE / IMPLEMENTATION:

Authority for discharging the Chief Administrative Officer or a Department Head rests with Council. The Chief Administrative Officer is authorized to make a recommendation to discharge a department head.

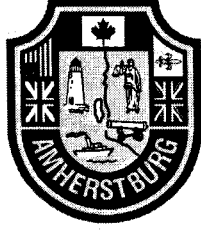
Authority for discharging an employee below the rank of Department Head rests with the CAO based on recommendations from the appropriate Department Head. Where an employee has been appointed by by-law, a Council by-law or resolution is required to discharge the employee.

Where circumstances arise which may justify the discharge of the employee, the supervisor involved will immediately report the matter to the Department Head and the CAO. The CAO will review the matter with the appropriate Department Head, and then impose the appropriate discipline which may include discharge. In the meantime, the supervisor will advise the employee that the employee is suspended without pay until further notice.

Discipline, suspension and discharge proceedings are to be completed in accordance with the appropriate collective agreement.

SEE ALSO POLICY ON

Discipline



POLICY NO.: H00 – Employee Assistance
Program

SOURCE:

SECTION:

DATE ENACTED:

DATE OF AMENDMENT:

SUBJECT:

Employee Assistance Program

INTENT:

The Town recognizes that the ongoing existence of personal and work related problems creates additional and sometimes unnecessary expense in the form of reduced morale, productivity, efficiency, increased absenteeism, turnover, accidents and benefit costs. The early identification of personal and work related problems and a reasonable effort to assist in their resolution can be cost effective by counteracting or reversing the effects of these difficulties.

SCOPE:

This policy applies to all employees.

PROCEDURE / IMPLEMENTATION:

The objective of the Employee Assistance Program is to assist an employee in a manner consistent with good therapeutic and business practice. Without altering or amending any of the rights or responsibilities of an employee, unions, or the Corporation, it is Town policy to handle such problems via the Employee Assistance Program, bearing in mind that the Employee Assistance Program is to be used as a substitute for appropriate discipline or as a basis to compromise applicable rules, regulations or working agreements.

An employee will be granted unpaid time off work for counselling sessions; however, the employee must recognize the adverse impact of absence from work and bear this in mind when scheduling appointments. In extenuating circumstances, as identified by Operating Management and the CAO, paid time off may be allowed for attendance at counselling sessions with the approval of the Department Head and the CAO.

In addition to the foregoing, the Town will co-operate with individuals seeking admittance to a recognized residential treatment program for alcohol and/or drug abuse.

SEE ALSO POLICIES ON:

Drugs and Alcohol