



# **TOWN OF CONCEPTION BAY SOUTH**

## **MANAGEMENT BENEFITS POLICY**



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**Town of Conception Bay South Policy Manual**

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**Title: Management Benefits Policy**  
**Policy Number: 043**

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**DEFINITIONS**

Council	refers to the Town of Conception Bay South Council
Permanent Employee	means a person who has completed his/her probationary period and is employed on a full-time basis without reference to any specific date of termination of service
Temporary Employee	means a person who is employed on a full-time basis for a specific period and whose employment is terminated at the end of such period
Part-time Employee	means a person who is regularly employed to work less than the full number of working hours in each working day or less than the full number of working days in each work week
Probationary Employee	means a person who is employed on a part-time or full-time basis but who has worked less than the prescribed probationary period
Day	refers to working day unless otherwise stated
Economic Increase	a salary increase applied to all pay rates
Demotion	movement of an employee to a position with a lower rate of pay
Parental Leave	unpaid leave granted to either parent following the birth or adoption of a child
Promotion	movement of an employee to a position with a higher rate of pay
Rate of pay/base salary	annual salary rate exclusive of any additional earnings
Termination of Employment	the permanent cessation of employment as a result of the completion of specified work, abolishment of an employee's position, dismissal, death of the employee, abandonment of position or resignation
Years of Service	calculated from date of hire.



## **1.0 INTRODUCTION**

These personnel policies and procedures shall apply to all management and non-bargaining/non-management employees of the Town of Conception Bay South, except in exceptional circumstances, where a particular interpretation and/or provision may necessitate an individual decision of Council. Employees must understand that acceptance of employment with the Town of Conception Bay South automatically means acceptance of conditions, privileges and accountabilities presented in this policy in exchange for the performance of duties and responsibilities to the highest of standards. Accordingly, an employee should familiarize himself/herself with these policies and procedures, and the overall mission, mandate and objectives of the Town. If there are any questions and/or concerns that cannot be answered satisfactorily by this policy, an employee should direct them to his/her supervisor.

## **2.0 APPOINTMENT**

The Town of Conception Bay South is an Equal Opportunity Employer and as such believes that applicants have fair and equal access to municipal employment opportunities with job related knowledge, qualifications, skills and abilities to determine employment decisions without discrimination on the basis of gender, race, color, religion, ethnic origin, ancestry, sexual orientation, age, disability and marital status. Notices of employment vacancies will therefore, include a statement that the Town is an “Equal Opportunity Employer.”

Responsibility for hiring rests with the Chief Administration Officer.

The advertising of positions, the processing of applications, staff appointments and other related matters shall be channeled through the Administration Department.

The actual appointment of a new employee will be confirmed in a letter, signed by the Chief Administrative Officer, describing the general duties and responsibilities of the position and outlining the starting salary, the person to whom he/she reports and other matters and conditions relating to the appointment.



### **3.0 PROBATION PERIOD**

The probation period for new employees shall be twelve (12) months of actual work from the date of appointment to the position unless otherwise specified in an employment contract.

The immediate supervisor will meet with the probationary employee within six (6) weeks of the appointment to review expectations and performance to date. Evaluation reports shall be prepared by an employee's supervisor during the probationary period. The first is to be completed at approximately half way through the probationary period with a final evaluation to be completed prior to confirmation of appointment.

Evaluation reports shall be discussed with and signed by the employee who may add his/her own comments, if requested.

A probationary period shall not be considered complete until the final evaluation report is received by the Chief Administrative Officer.

### **4.0 SALARIES**

Employees shall be paid in accordance with their applicable classification as depicted in the Salary Grid.

Step progression on the applicable grid will be granted at the discretion of the Chief Administrative Officer, subject to a satisfactory annual performance review.

Management salaries shall be at least 10% higher than that of the base salary of the highest paid employee being supervised by that manager.

The salary of non-union staff who do not have supervisory duties shall be paid at least 10% higher than the base salary of the highest paid union employee in the respective department, i.e. Executive Secretary, Accounting Clerks, Administrative Assistant, etc.

#### **Director Compensation - Excluding Chief Administrative Officer**

On January 1 of each year a salary grid increase will be provided at the discretion of the Chief Administrative Officer and will be based on achievement of defined work objectives. Increases will be to a maximum of 5%, subject to



budget. At the discretion of the Chief Administrative Officer, in consultation with Council, other employees/positions may be included.

### **Non-Union - Excluding Chief Administrative Officer and Directors**

General economic salary increases will be provided annually on January 1 equal to the rate of increase received by CUPE Local 3034.

### **Annual Incentive Payments**

The Chief Administrative Officer may, at his discretion, grant a one time payment up to \$2,000 to a non-union employee, excluding Directors, who exceed expectations in their position in terms of time and/or effort.

Salary scales and rates of pay will be reviewed every three years at the discretion of Council, based on a recommendation by the Chief Administrative Officer.

## **5.0 PROMOTIONS**

It is expected that an employee will strive to increase and improve his/her knowledge and performance. Continued satisfactory work is the basis on which employment is assured and on which staff are considered for promotion.

- a. An employee who is promoted is subject to a three-month probationary period.
- b. An employee who has been promoted and has not proven satisfactory during the probationary period is returned to his/her former or equivalent position and salary if there is a position available.
- c. If an employee is promoted to a higher position, the rate of pay is established with at least five (5) percent, or Step 1, whichever is higher.
- d. Changes in pay rates as a result of promotion are effective from the date of promotion.



## **6.0 TEMPORARY ASSIGNMENT**

To provide a procedure for the orderly continuation of management and non-bargaining/non-management employees' work during his/her absence, an employee may from time to time be temporarily assigned. Such replacement periods shall be designed to provide maximum exposure to the full range of the responsibilities of the position so as to prepare the employee for possible future promotion.

Salary during such temporary assignments shall be determined by increasing the employee's salary by ten percent adjusted to the next highest step on the temporary assigned position's salary range, not to exceed the highest step of the salary range.

Employees must be temporarily assigned for at least three (3) working days before they are compensated at the higher pay rate.

Where an employee is subsequently appointed on a permanent basis to that position, the employee shall be considered, for pay purposes, to have been appointed on the date the temporary assignment pay commenced.

## **7.0 SEVERANCE**

- a. When an employee terminates his or her employment with the Town as a result of retirement, resignation or termination, not including for just cause, with at least five (5) years of continuous service, he/she will be eligible for severance pay equal to the amount obtained by multiplying the number of years of continuous service by the employee's weekly salary to a maximum of twenty (20) weeks pay, unless otherwise negotiated by an employment contract. Service will commence on the date of hire in the non-bargaining unit position.

Employees with continuous service earned in a bargaining unit position prior to entering a non-bargaining unit position will be credited with one (1) week per year of service at the applicable bargaining unit rate of pay, to a maximum of ten (10) weeks. After five (5) years in the non-bargaining unit position, the employee will receive the severance pay equal to the amount obtained by multiplying the number of years of continuous service by the employee's weekly salary. Severance will be paid to a maximum of twenty (20) weeks for both non-bargaining unit and bargaining unit positions. Should the employee gain credit beyond 20 (twenty) years,





combined non-bargaining unit and bargaining unit positions, the higher rate of pay will be used for severance.

Employees with less than ten (10) years continuous service in a bargaining unit position prior to entering a non-bargaining unit position must earn five (5) years continuous service in the non-bargaining unit position to receive any severance credit for the bargaining unit position.

Examples:

- i.      Equipment Operator                      Eight (8) years service  
          Public Works Supervisor                Six (6) years service

The employee would receive eight (8) years severance at the rate of pay for the position of Equipment Operator and six (6) years severance at the rate of pay for Public Works Supervisor.

- ii.     Equipment Operator                      Six (6) years service  
          Public Works Supervisor                Eighteen (18) years service

The employee would receive two (2) years severance at the rate of pay for the position of Equipment Operator and eighteen (18) years at the rate of pay for Public Works Supervisor.

- iii.    Equipment Operator                      Two (2) years service  
          Public Works Supervisor                Two (4) years service

The employee would receive no severance.

- b.      An employee who has resigned or retired may be re-employed if his/her break in service is not less than the number of weeks for which he/she has received severance pay pursuant to (a) above if he/she refunds the appropriate part of such severance pay.
- c.      The maximum severance pay paid to an employee for this total period of employment, whether or not he/she is re-employed at any time after the payment of severance pay to him/her, may not exceed the amount specified in (a) above.



- d. Special leave without pay shall be regarded as a break in service but the period of special leave without pay may not be counted as service for the purpose of severance pay.
- e. Any severance pay entitlement of a deceased employee shall be paid to such employee's beneficiary or employee's estate.

## **8.0 TERMINATION**

- a. Resignations must be made in writing to the Chief Administrative Officer. An employee is expected to give thirty (30) working days' notice of resignation.
- b. Probationary employees may be terminated without cause.
- c. The period of notice may be reduced or eliminated by mutual agreement.
- d. Upon termination, an employee is requested to return all articles of Town property that had been issued; otherwise, the employer may deduct from wages accruing, the cost of replacement of such articles.
- e. Entitlements payable (annual leave, severance, etc.) to the employee, shall be based on the employee's salary immediately prior to the termination.

## **9. REDUNDANCY**

Permanent employees terminated as a result of redundancy or otherwise without cause will be eligible for notice of termination. The amount shall depend upon the employee's age and completed years of continuous service with the Town of Conception Bay South as shown on the schedule below, to a maximum of 65 weeks. Where working notice is not given, pay in lieu of notice will be provided instead.



NOTICE OF REDUNDANCY
OR OTHER TERMINATION WITHOUT CAUSE

Table with 4 columns: Age (<35, 35-45, 46-55, >55) and 3 rows: Years of Service (<10, 10-20, >20), Weeks pay per years of service (1.5, 2, 2.5, 2, 3, 4\*, 3, 4\*, 5\*, 4, 5\*, 5\*), and an empty row.

\*To a maximum of 65 weeks.

INTERPRETATION:

An employee shall not under any circumstances be eligible to pay in lieu of notice upon resignation, normal or early retirement, or termination for cause. Council discretion may be used in extenuating circumstances.

10.0 PAID HOLIDAYS

The employer recognizes certain days during the year as paid holidays for employees. An employee on a full-time basis is eligible for the following paid holidays:

- New Year's Day, St. Patrick's Day, Good Friday, Easter Monday, Queen's Birthday, Discovery Day, Canada Day, Orangeman's Day, Civic Holiday - First Monday of August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Eve, Christmas Day, Boxing Day, New Year's Eve

When any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday.



When any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applied to the Monday) shall be deemed to be the holiday.

**11.0 VACATION**

Each employee shall receive an annual vacation with pay in accordance with his/her years of service as follows:

<b>SERVICE (earned)</b>	<b>VACATION</b>	<b>FIRE CAPTAINS</b>
Less than 1 year	1.25 days/month	13.33 hrs/month
1 year to 8 years	15 working days	160 hours per calendar year
Calendar year of 8 <sup>th</sup> year anniversary and each year thereafter	20 working days	200 hours per calendar year
Calendar year of 15 <sup>th</sup> year anniversary and each year thereafter	25 working days	240 hours per calendar year

Part-time or temporary non-unionized employees shall receive vacation pay at the rate of 6% of regular earnings and such payment will be included in their bi-weekly cheques.

No employee shall be permitted to transfer more than ten unused vacation days to the next year except in extenuating circumstances.

All management vacation must be approved in advance by the Chief Administrative Officer and may not be longer than 15 days at any one time except under extenuating circumstances.

The calendar year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.

An employee who terminates employment before the end of the calendar year shall have the applicable proportion of the vacation period pro-rated.



On retirement, a management or non-union employee shall be entitled to the same vacation, or vacation pay, which he would have earned if he had continued in employment to the end of the calendar year.

At the death of a management or non-union employee, annual leave entitlement accrued and not taken in years prior to the year of the death, plus remaining annual leave entitlement for the full year of the death shall be paid to the employee's designated beneficiary or estate.

If a paid holiday falls on or is observed during an employee's vacation period, he or she shall be allowed an additional vacation day with pay at a time mutually agreed.

An employee who becomes sick during his or her vacation may change the status of his/her vacation to sick leave provided a medical certificate satisfactory to the Chief Administrative Officer is submitted.

## **12.0 OVERTIME**

No management employee will be paid overtime, with the exception of the on-call provisions for Public Works.

With the exception of the Engineering and Public Works Department and Fire Captains, management and non-bargaining/non-management employees will be credited with five days of their applicable hours on January 1 of each calendar year to be used as time off or paid for same. The Chief Administrative Officer and Directors will receive seven.

All time must be used by December 31<sup>st</sup> of each year.

## **13.0 MEAL ALLOWANCE**

Meal allowances will be paid to the non-unionized employees of the Public Works Department during unscheduled overtime shifts in excess of four (4) hours and will be paid to a maximum of \$18 per day through the payroll system.



#### **14.0 PUBLIC WORKS ON-CALL**

On-Call: The non-unionized members of the Public Works Department will be paid for one and a half (1.75) hours of their hourly wage for every eight hours on-call.

On-call for the winter season starts at 4:00 p.m. Friday to 12 midnight Sunday (total of 48 hours).

On-call for the summer season starts at 4:30 p.m. on Friday and ends at 8:00 a.m. on the following Friday. (Sixteen hours a day for five days plus 48 hours for the weekend).

On-call personnel to be paid time and one half for all time worked after hours, including Saturday, Sundays and statutory holidays. Time worked will not include regular patrolling of roads or call outs made from remote locations. Time worked would be defined as time when the on-call manager is required to be in the depot during sanding and snow clearing operations which involves the supervision of the Town snow clearing crews and contractors, or for crew supervision, i.e. repairs to waterline breaks.

All on-call must be approved by the Director of Engineering and Public Works, in consultation with the Chief Administrative Officer.

The on-call manager will not be required to work more than sixteen consecutive hours. If this should occur another manager will be re-called to relieve the on-call manager.

In the case of a significant event, and at the discretion of the Superintendent in consultation with the Director of Engineering and Public Works, additional supervisory staff may be called in as necessary.

#### **15.0 SICK LEAVE**

Paid sick leave benefits are provided to protect an employee from loss of pay in the event of an illness which prohibits his/her attendance at work.

- a. Sick leave will accumulate at the rate of twenty one (21) days of each completed year of service, commencing from the date of employment.



- b. Employees who begin their employment on or after November 1, 2011 will accumulate sick leave at the rate of twelve (12) days of each completed year of service, commencing from the date of employment.
- c. Sick leave may be accumulated. No cap.
- d. Sick leave with pay in excess of three (3) consecutive working days at any one time shall not be awarded to an employee unless he/she has submitted a medical certificate to the supervisor. In any event, the employer reserves the right to request a medical certificate for any period of sickness.
- e. Each manager must notify their supervisor as soon as possible but not later than fifteen minutes after their schedule starting time, that the employee is not reporting to work.

## **16.0 MATERNITY LEAVE**

- a. An employee who has completed her probationary period with the employer shall be eligible for maternity leave without pay at the beginning of her sixth month of pregnancy. The maximum amount of maternity leave that shall be as per federal legislation.
- b. The employee shall resume her former position and salary upon return from maternity leave, with no loss of accrued benefits.
- c. The Town retains the rights to require an employee to commence maternity leave if the state of her health, in the opinion of her physician, becomes incompatible with the requirement of her job.
- d. The employee may elect to take annual leave as part of her maternity leave, but is not required to do so.
- e. Maternity leave will be administered in accordance with applicable legislation.
- f. Dates for the commencement of maternity leave and for returning to work should be agreed upon by the employee and the employer. Changes to either agreed upon dates require at least two (2) weeks notice, where possible.



## **17.0 PARENTAL LEAVE**

- a. Employees may take parental leave as per federal legislation.
- b. Dates for the commencement of parental leave and for returning to work should be agreed upon by the employee and the employer. Changes to either agreed upon dates require at least two (2) weeks notice, where possible.
- c. The employer will protect the position and accrued benefits of the employee only for the period of parental leave.

## **18.0 BEREAVEMENT LEAVE**

Employees are entitled to receive five (5) consecutive days bereavement leave in the event of the death of the employee's child or spouse.

Employees are entitled to receive three (3) consecutive days bereavement leave in the event of the death of the employee's parent, brother, sister, grandchild, mother-in-law, father-in-law, daughter-in-law, brother-in-law, or sister-in-law, grandmother or grandfather.

Where the funeral occurs outside the Province, leave shall include reasonable travel time, not to exceed two (2) days without pay. In exceptional circumstances the Chief Administrative Officer may approve additional days without pay.

Employees on annual leave at the time of bereavement will be granted bereavement leave and their annual leave will be adjusted accordingly.

## **19.0 PAID JURY OR COURT WITNESS DUTY LEAVE**

Leave of absence without loss benefits or pay will be granted to an employee who serves as a juror or witness in any court. The employer will only pay the difference between the wages (if any) paid by the court and those normally paid by the employer.

Time spent shall be considered as time worked at the appropriate rate of pay.





## **20.0 COURSE REIMBURSEMENT POLICY**

The purpose of this policy is to encourage and enable staff to upgrade their skills, knowledge and qualifications relevant to the work which they do with the Town.

Subject to budgeting restrictions, the following is the procedure/process:

- a. **Employee Sought** – Where an employee seeks course training. Applications for training will be made prior to commencement of the course by the employee to the Chief Administrative Officer. Upon concurrence, the Chief Administrative Officer will correspond to Council with a recommendation to include the purpose/benefit of the training and the total estimated cost. Upon certification of successful completion of the course, the employer will reimburse the employee 75% of course registration costs only. No payments will be made if the program is not successfully completed. Employees will work for the Town of Conception Bay South for one year following completion of the course training. If an employee leaves the service of the Town of Conception Bay South prior to one year following the completion of the reimbursed program of study, all expenses may be deducted from his/her final payment of compensation.
  
- b. **Employer Sought** – Where the employer seeks course training. Applications for training will be made by the Chief Administrative Officer after consultation with the employee. Upon receipt of written consent from the employee, the Chief Administrative Officer will forward a recommendation to Council supporting the request and including the purpose/benefit of the training and the total estimated cost. The employer will pay 100% of the course costs unless the course is not successfully completed for which the employee will be required to repay the Town 50% of the course costs. Other costs that will be absorbed by the employer, regardless of successful completion, are as follows:
  - a. Course Materials
  
  - b. Travel costs where non-convention travel is required or it is deemed by the employer it is unreasonable for the employee to absorb such costs.
  
  - c. Meals as per the approved per diem schedule.



## **21.0 PROFESSIONAL DEVELOPMENT LEAVE**

Professional development leave provides the opportunity for employees to keep up-to-date with current information and techniques in their field and to fulfill their continuing education requirements.

Expenses will be reimbursed as per the Council & Management Travel Policy.

## **22.0 MEMBERSHIP FEES**

Management is entitled to hold membership in one professional association related to their work for which the employer will pay the annual membership fees. Membership fees will be renewed annually and requests for conventions/seminar attendance by managers or other employees will be made directly to the Chief Administrative Officer and be subject to the approval of the Council.

## **23.0 VEHICLE ALLOWANCE**

Where management and non-bargaining/non-management employees are authorized to use their personal vehicle for the employer's business, they shall be paid the Town's rate per kilometer, unless otherwise negotiated as part of their employment contract.

## **24.0 WORKERS' COMPENSATION**

Workers' compensation will be administered in accordance with applicable legislation.

## **25.0 PENSIONS AND GROUP LIFE BENEFITS**

The employer provides a Pension Plan and Group Insurance Plan as per the terms and conditions outlined in the plans.

## **26.0 ACCESS TO PERSONNEL FILE**

Personnel files provide for the maintenance of a confidential record of employment for employees.



Personal records of employees shall be established upon hiring. All information pertaining to their employment shall be placed in that record. No other official record may be maintained.

Access to the personal record of an employee shall be restricted to the employee, staff of Human Resources and to management staff directly involved with the continued employment of the employee.

An employee shall have the right at any reasonable time during regular business hours and upon providing reasonable notice, to have access to and review his/her personnel file.

An employee shall have the right to make copies of any material contained in his/her personnel record.

The custodian of the file shall be present at all times when files are being reviewed and/or copied.

## **27.0 THEFT OR MISAPPROPRIATION OF TOWN PROPERTY**

Employees are advised that theft and/or misappropriation of Town property is cause for immediate discharge.

## **28.0 SNOWSTORMS/EMERGENCIES**

The Chief Administrative Officer is responsible for the disposition of staff in the event of a major storm or emergency.

If the employer requires that certain services be maintained, the Chief Administrative Officer will determine which management and non-bargaining/non-management employees are required to maintain these services.

Management and non-bargaining/non-management employees required to remain at work will continue to be paid at their regular rate of pay for the hours so worked.



## **29.0 MEDIA POLICY**

The Chief Administrative Officer is responsible for the Town's public relations. The Chief Administrative Officer, in conjunction with the Mayor is responsible for informing the public on matters relating to the programs under its jurisdiction. All management and non-bargaining/non-management employees are required to ensure that all requests for information are directed to the responsible department of the Town. In no circumstances should information relating to the Town or its work be released without the proper authorization.

## **30.0 CHANGES TO THE MANAGEMENT BENEFITS POLICY**

Any proposed changes to the Management Benefits Policy will be made at the discretion of Council in consultation with the Chief Administrative Officer.