

Administration & Finance Division

To: Administration & Finance Executive Committee

From: Aaron Petrin, Human Resources Manager

Date: November 9, 2017

Subject: Management/Non-Union Benefits Policy

Background

This report is regarding proposed updates to the Town's Benefits Policy for management and non-union positions. It includes the following changes:

- An enhancement to the vacation grid for management/non-union positions at Point Bands 8 & 9;
- An enhancement to the vacation grid for management/non-union positions at Point Bands at and above Point Band 10;
- That management and non-union employees entitled to overtime be allowed the flexibility to receive pay for banked time, or to request time off in lieu of pay as per our current practice.

Finally, the policy update includes the following housekeeping items for benefits previously negotiated:

- One additional day of compassionate leave per year for all employees, as negotiated by CUPE;
- Up to two additional days of bereavement leave per year for all employees for the death of step-parents, step-children, and common law children, as negotiated by CUPE;
- Up to three days of bereavement leave per year for all employees for the death of common law grandparents, as negotiated by CUPE;
- Increases to the weekly/monthly maximums for short-term disability benefits entitled to positions scored at/above Point Band 9, from \$800 weekly to \$1200 weekly, as approved by Council;
- Increases to the weekly/monthly maximums for long-term disability benefits entitled to positions scored at/above Point Band 9, from \$3500 monthly to \$5200 monthly, as approved by Council.

Recommendation

On November 7, 2017, the Administration & Finance Executive Committee reviewed this proposal and recommended that it be forwarded to Council for consideration.

<p>Council approval of this report will agree to the recommendation to approve the Town's Management/Non-Union Benefits Policy as attached.</p>

THE TOWN OF FORT FRANCES

Section: Human Resources

Policy: Management/Non-Union Benefits

Creation Date:	January 1998
Revised Date:	2003, 2007, 2010, 2011, 2014, 2017
Resolution Number:	
Supersedes Resolution Number:	426
Policy Number:	3.10

1. Intent

To provide a competitive benefits package in a consistent and equitable manner for all permanent management and non-union employees.

2. Scope

Full-time, part-time and seasonal employees in the Management/Non-Union group, excluding interim and student employees.

3. Definitions

Regular Full-Time Employee

An employee who is continuously employed in a full-time position (35 hours or 40 hours per week) and who has completed the probationary period.

Regular Part-Time Employee

An employee who is continuously employed in a regular part-time position (less than 35 hours per week) and who has completed the probationary period.

Seasonal Employee

An employee (other than a student) who is employed on a short term 'as required' basis for a certain number of months per calendar year.

Student Employee

An employee who is a student at a secondary or post-secondary school, who is employed on an 'as required' basis for all or part of the calendar year.

Interim Employee

An employee who is hired on a temporary, casual, or as-required basis to provide coverage for regular full-time, regular part-time, or seasonal positions.

4. Public Holidays

All regular full-time and part-time employees (pro-rated based on hours worked prior to each holiday) are entitled the following holidays off with pay at their regular rate of pay. If required to work, payment will be made in accordance with applicable legislation. Seasonal employees are entitled to any holidays that occur during the period of their seasonal employment:

1. New Years Day
2. Family Day
3. Good Friday
4. Victoria Day
5. Canada Day
6. Civic Holiday
7. Labour Day
8. Thanksgiving Day
9. Remembrance Day
10. Half of Christmas Eve
11. Christmas Day
12. Boxing Day
13. Half of New Years Eve

And any paid public holidays as per legislation and on which the municipal offices are closed by direction of Council.

5. Vacation

1. Vacation with pay for positions scored at or below Point Band 7 (or equivalent):

After 1 year of active service	2 weeks
After 3 years of active service	3 weeks
After 10 years of active service	4 weeks
After 17 years of active service	5 weeks
After 24 years of active service	6 weeks plus 1 day
After 25 years of active service	6 weeks plus 2 days
After 26 years of active service	6 weeks plus 3 days
After 27 years of active service	6 weeks plus 4 days
After 28 years of active service	7 weeks

2. Vacation with pay for positions scored at Point Bands 8 and 9 (or equivalent):

After 1 year of active service	3 weeks
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After 5 years of active service	4 weeks
After 10 years of active service	5 weeks
After 11 years of active service	5 weeks plus 1 day
After 12 years of active service	5 weeks plus 2 days
After 13 years of active service	5 weeks plus 3 days
After 14 years of active service	5 weeks plus 4 days
After 15 years of active service	6 weeks
After 16 years of active service	6 weeks plus 1 day
After 17 years of active service	6 weeks plus 2 days
After 18 years of active service	6 weeks plus 3 days
After 19 years of active service	6 weeks plus 4 days
After 20 years of active service	7 weeks

With an additional floating holiday in the year an employee reaches 7 years of active service.

3. Vacation with pay shall be for positions scored at or above Point Band 10 (or equivalent):

After 1 year of active service	3 weeks
After 3 years of active service	4 weeks
After 5 years of active service	5 weeks
After 10 years of active service	6 weeks
After 11 years of active service	6 weeks plus 1 day
After 12 years of active service	6 weeks plus 2 days
After 13 years of active service	6 weeks plus 3 days
After 14 years of active service	6 weeks plus 4 days
After 15 years of active service	7 weeks

- With an additional floating holiday in the year an employee reaches 7 years of active service.
- An employee who is entitled to a vacation increment shall be entitled to it as of the beginning of the calendar year in which they would receive it.
- Vacation time earned up to December 31st of the first year of employment shall be pro-rated.
- Vacations shall be earned on a calendar year basis and must be taken according to the applicable legislation. Except in exceptional circumstances, there will be no allowance for the carryover of vacation days in excess of legislated minimum standards.
- A public holiday falling within a vacation period shall extend the time off by one extra day.
- In the event of the death of a family member during an employee's vacation period, said employee shall be able to access the bereavement leave provisions within this policy, and the period of vacation so displaced shall be deferred to a later mutually agreeable date.
- If an employee becomes ill or injured during his / her vacation period and is hospitalized because of such illness or injury, the period of hospitalization will be re-scheduled as a vacation period at a later mutually agreeable date.

- If an employee is absent from work on any leave of absence without pay (excluding legislated protected leaves) more than 90 calendar days, the employee's vacation and vacation pay will be pro-rated in accordance with actual time worked.
- Part-time and/or seasonal service will be credited on a pro-rated basis towards the calculation of vacation time that an employee receives upon promotion to a full-time position.
- Seasonal employees will receive vacation pay as per legislation.
- After completing three (3) months of active service, full-time employees are entitled to two (2) floating holidays available at the beginning each vacation year. For new hires, said floating holidays will be pro-rated based on their date of hire.
- If an employee is employed, but no longer actively working at the beginning of a calendar year, with the intention of backdating a resignation or retirement date that year using paid or unpaid leave, they shall not be entitled to any floating holidays unless actively at work in the new calendar year.
- Only actively working full-time employees are entitled to paid vacation and floating holidays as per this section of the policy.
- Part-time employees are entitled to paid vacation based on their years of service and hours worked relative to a full-time equivalent for their position.

6. Sick Benefits

Cumulative Sick Leave

Sick time shall accumulate only while an employee is actively at work. Sick leave days may only be used when an employee is unable to attend work due to sickness or injury. Balances on record are not vested and have no buy-out value upon termination of employment.

Full-Time Employees

Cumulative sick leave benefits for full-time employees shall accumulate at the rate of one half ($\frac{1}{2}$) of a regular work-day per month, to an absolute limit of six (6) days. Full-time employees are permitted to carry the unused portion of sick leave from year to year, to an absolute limit of six (6) days. Sick leave may be used to offset the waiting periods for short-term disability benefits.

Seasonal Employees

A seasonal employee who works at least thirty-five (35) hours per week shall accumulate cumulative sick leave credits at the rate of three and a half (3.5) hours per month of work during active seasonal employment. Seasonal employees are permitted to carry the unused portion of sick leave from year to year, to an absolute limit of thirty-five (35) days (245 hours).

Sick leave days used by seasonal employees shall be paid at the rate of one hundred percent (100%) of actual wages for the first three (3) days of absence due to illness or injury and seventy percent (70%) of actual wages after three (3) days of absence due to illness or injury. Sick leave payment will continue only until the end of the regular work season.

A seasonal employee promoted to a full-time position is entitled to transfer their sick leave credits to a maximum limit of six (6) days.

Part-Time Employees

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

A regular part-time employee promoted to a full-time position is entitled to transfer their sick leave credits to a maximum limit of six (6) days.

New Employees

Unless required by law, new employees shall not be entitled to any sick leave credits until they have completed three (3) months of continuous employment, at which point sick leave credits shall be retroactive to the first day of employment.

7. Disability Insurance

The Corporation shall pay one hundred percent (100%) of premiums for disability insurance for full-time employees whose positions are scored below Point Band 9:

- A) Weekly indemnity insurance coverage of: 1st day hospital; 1st day accident; 4th day sickness; 70% of weekly earnings to a maximum of \$800 weekly; 17-week duration of 120 days; with the cost of premiums at the expense (100%) of the Corporation.
- B) Long Term Disability Insurance Coverage of: starts 121st day; 70% of weekly earnings to a maximum of \$3500 monthly; 2-year own occupation; primary CPP carve out only; payable to age 65 or earlier recovery; with the cost of premiums at the expense (100%) of the Corporation.

The Corporation shall pay one hundred percent (100%) of premiums for disability insurance for full-time employees whose positions are scored at/above Point Band 9:

- C) Weekly indemnity insurance coverage of: 1st day hospital; 1st day accident; 4th day sickness; 70% of weekly earnings to a maximum of \$1200 weekly; 17-week duration of 120 days; with the cost of premiums at the expense (100%) of the Corporation.
- D) Long Term Disability Insurance Coverage of: starts 121st day; 70% of weekly earnings to a maximum of \$5200 monthly; 2-year own occupation; primary CPP carve out only; payable to age 65 or earlier recovery; with the cost of premiums at the expense (100%) of the Corporation.

If a sick claim is disputed or under investigation, after fourteen days an employee may request to receive monies from the Corporation, not to exceed the insurable amount that the employee would be entitled to under the insured plan. If approved, the employee shall sign a waiver promising reimbursement to the Corporation once the dispute or investigation is concluded or monies received. It is also acknowledged that the payment of such benefits during a dispute with the insurer is not deemed to be an acknowledgement of entitlement or eligibility, as eligibility is at the discretion of the insurer.

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

8. Health Insurance

The Corporation shall contribute one hundred per cent (100%) of the insurance premiums towards the following plans for regular full-time employees, for part-time employees on a pro-rated basis, and for seasonal employees who work at least thirty-five (35) hours per week during their seasonal employment, subject to the terms and conditions of such insured plans. The Corporation will pay such insurance premiums up to a 6-month period for absences due to illness or injury.

- a) Basic Dental Plan, level I (basic services), level II (supplementary basic Services i.e. scaling), level V (orthodontics).
 - Current fees guide
 - Dental recalls shall be every nine (9) months.
 - Orthodontics – 50% to a maximum of \$1500 per lifetime
- b) Manulife Financial Extended Health Care Plan (\$10-\$20 Annual deductible)
 - Generic drugs if available
 - \$0.35 per prescription deductible
 - Fertility drugs shall not be covered
 - Chiropractor, Osteopath, Chiroprapist, Naturopath: \$300 per year;
 - Speech Therapy: \$200 per year
 - Massage Therapy: \$7 per visit to a maximum of 12 visits per year
 - Physiotherapy: \$12.20 per visit.
- c) Vision Care: Two hundred twenty-five (\$225) dollars every two (2) years per employee and dependent, and one eye exam every two (2) years. One hundred and fifty dollars (\$150.00) every twelve (12) months for dependents under age eighteen (18).
- d) Private Hospital Coverage and Deluxe Travel Coverage

Health insurance benefits apply to actively employed seasonal employees after having satisfied the waiting period for such plans, and for returning seasonal employees upon their return to active employment.. Overage dependants may be entitled to health insurance benefits up to age twenty-five (25), subject to the terms and conditions of such plans.

The Corporation's obligation to contribute premiums to the Medical and Hospital Insured plans and to the Group Life and AD&D Insurance Plan ceases when the employee is on unpaid

absence from work exceeding five (5) consecutive business days, subject to the terms and conditions of such plans.

Workplace Safety and Insurance Act

All group benefit insurance plans shall remain in force while an employee entitled to said benefits is absent due to workplace illness or injury and receiving payments under the Workplace Safety and Insurance Act for loss of earnings, for a period not to exceed twenty-four (24) consecutive months.

Group Life Insurance and Accidental Death & Dismemberment (AD&D)

The Corporation shall contribute for regular full-time employees, and part-time employees on a pro-rated basis, one hundred percent (100%) of the insurance premium towards a Life Insurance and AD&D Insurance Plan for life insurance coverage of \$80,000.00 and spouse \$5,000.00 and each child \$2,500.00, subject to the terms and conditions of such plans. If eligible, optional additional coverage may be available at the cost of the employee. The Corporation shall pay said premiums for up to twelve (12) months if an insured employee is absent from work due to illness or injury.

The Corporation reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of said changes will be communicated prior to taking effect. If an employee encounters a coverage problem due to a carrier change, they shall immediately contact the Corporation or agent of record upon becoming aware of it which shall be investigated and resolved by the Corporation.

8. Bonus Upon Retirement

The Corporation agrees to pay the following bonus for employees who retire from full-time positions:

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

9. Overtime

This benefit is in recognition of time spent in excess of the normal workday or workweek, including any unpaid additional hours required by a position as agreed to in an employment contract.

Overtime shall be kept to a minimum and should not form a regular part of the work schedule. Time spent at regularly scheduled Board / Committee / Council meetings shall not be considered overtime. Payment for overtime or lieu time shall be as follows:

- a) The Chief Administrative Officer and Division Managers shall not accrue overtime. In situations where unusual or exceptional circumstances occur, time off in lieu of overtime time may be granted by approval of the Chief Administrative Officer.

- b) All other full-time and part-time employees will accrue overtime at the following rate: Straight time for any hours worked in excess of their regular work-week (35 or 40) up to 44 hours per week. Any hours worked in excess of 44 hours per week will accumulate at the rate of 1.5 times hours worked.
- c) For full-time personnel, overtime will only accrue for time worked in excess of half (½) hour beyond the normal working day.
- d) An averaging agreement may be utilized in accordance with the appropriate legislation.
- e) Time may be banked to a maximum annual carry over of 60 hours.
- f) Such overtime, prior to being worked shall be pre-approved by an employee's supervisor.
- g) The usage of lieu time must occur at times which will not create undue hardship on the employee's department or division.
- h) Standby for Public Works Superintendents is equal to (1½) one and one-half days per week of stand-by duty performed. Such compensation may be taken as time off or as payment in addition to salary.

10. Bereavement Leave

All employees will be allowed up to five (5) working days off with pay in the event of the death of a spouse, common-law spouse, father, mother, step-father, step-mother, sister, brother, son, daughter, and step-children or common-law children.

All employees will be allowed up to three (3) working days off with pay in the event of the death of a grandparent, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse's grandparents, common law in-laws and ex-spouse for care of children under thirteen (13) years of age.

An employee who attends the funeral of such deceased persons will be allowed up to two (2) additional days for travel time, if the funeral is held over 200 kilometres from Fort Frances.

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

10. Compassionate Leave

Up to three (3) paid days per calendar year may be granted by the Corporation to any employee to attend to the illness or injury of an immediate family member. Immediate family member includes spouse, son, daughter, mother and father. Calculations shall be done on an hourly basis and deductions shall be made from the accumulated sick leave credits.

11. Professional Fees

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