


<p style="text-align: center;">TOWN OF KIRKLAND LAKE</p>	<p style="text-align: center;">POLICY</p>	
<p style="text-align: center;">SECTION: PERSONNEL</p>	<p style="text-align: center;">SUBJECT: BENEFIT POLICY NON-UNION EMPLOYEES</p>	<p style="text-align: center;">Pg. 1 of 11 DATE: February 17, 2009 Repealing: January 18, 2008</p>

SECTION 1 – DEFINITIONS

1. 'Corporation' shall mean the Corporation of the Town of Kirkland Lake.
2. 'Employee' shall mean a person employed by the Corporation.
3. 'Permanent Employee' shall mean a person hired or appointed by the Corporation for a job or position who is:
 - a) On the active payroll of the Corporation;
 - b) Is neither a seasonal or probationary employee as defined in sections 4 and 5 of this section;
 - c) Has successfully completed the probationary period as per hiring agreement and;
 - d) Has been accepted by the Corporation for full-time continuous employment.
4. 'Probationary Employee' shall mean a person hired or appointed by the Corporation with the intent that he/she shall become permanent, who has not yet completed probationary as per hiring agreement.
5. 'Seasonal Employee' shall mean a person hired or appointed by the Corporation for a specified term and for a specified project and includes casual, temporary, continuous part-time and probationary employment.
6. 'Director' shall mean a person in charge of a Department and in his absence his authorized representative.
7. 'Service' shall mean the length of time an employee has been on the active payroll of the Corporation including authorized sick leave and authorized leave of absence.
8. 'Full-Time' shall mean an employee who is regularly scheduled to work the normal full-time hours of a particular position.
9. 'Regular Rate' shall mean the rate of pay for the classification in which an employee is presently working.
10. 'Basic Rate' shall mean the rate of pay for the permanent job classification of the employee.
11. 'Normal Retirement Age' shall mean the day the employee reaches the age sixty-five (65) for all employees of the Corporation except for members of the Fire Department whose normal retirement age shall be the day the employee reaches the age of sixty (60).
12. 'Plural or Feminine Terms' wherever the singular or masculine is used in this schedule, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

SECTION 2 –TERMINATION OF EXISTING SICK LEAVE CREDITS,

SALARY CONTINUANCE PAYMENTS (SHORT-TERM DISABILITY), and LONG-TERM DISABILITY PROGRAM

shall be subject to the following conditions:

1. An employee shall, on the first day and every following day of illness, report or cause to report such illness to his responsible officer at least thirty (30) minutes prior to his normal starting time except an office employee who shall so report as soon as possible following his normal starting time. In the case of an employee working rotating shifts, at least four (4) hours' notice shall be given before the start of his shift, whenever possible. Such illness to be personal illness or personal physical incapacity caused by factors over which the employee has no reasonable or immediate control or in the event of quarantine caused by exposure to contagious disease that in the opinion of the Medical Officer of Health might endanger the health of employees by his attendance on duty.
2. In the event an employee fails to report as outlined in subsection 1 of this section, he shall not be entitled to any sick leave benefits as provided herein, unless in the opinion of the Director/Supervisor, there was reasonable justification for the employee's failure to report.
3. Upon receiving notice of an employee's illness, the Director/Supervisor shall, on the same day, report such illness on a 'Salary Continuance Plan' form provided for such purpose, said form to be signed by employee upon returning to work.
4. In instances of continuing illness, the Corporation reserves the right to require, from time to time, a certificate from a medical examiner concerning the progress being made by the employee toward recovery and return to work.
5. In the event an employee fails to file the necessary medical certificate(s) as outlined in section 2 B) 6. a) and/or b), he/she shall not be entitled to any sick leave benefits as provided herein, unless in the opinion of the Director/Supervisor, there was reasonable justification of the employee's failure to file the said doctor's certificate.

A) Termination of Existing Sick-Leave Credits (Prior to April 30, 2001)

1. Employees with ten (10) years or more service.

- a) All employees' sick leave credits to be frozen at today's pay rates by applying the provisions of the existing By-law, subject to any restrictions, imposed by Federal or Provincial Statutes.
- b) The vested amounts as calculated in a) above will be increased annually in accordance with formula below. The interest factor will be the average rate of interest on one-year term deposits at the Corporation's chartered bank.

Formula: Formula for payout of sick leave on the employee's retirement or termination:

"Payout = Frozen Amount × Average Annual One-Year Term Deposit Rate × Days after Dec 14/87 ÷ 365 Days"

- c) Funds held to the credit of each employee would be made available for payout to the employee on retirement or termination.

2. Employees with less than ten (10) years service.

- a) Employees' sick-leave credits to be frozen at today's salary levels (Accumulated days of sick leave multiplied by present regular rate of pay).
- b) Once the employee attains ten (10) years of service, the above credits will be converted to a cash equivalent payout under the provisions of By-law 1273. That is, the amount calculated in section 2 A) 1. b) will be increased in accordance with the formula in section 2. A) 1. a). The interest factor will be the average rate of interest on one-year term deposits at the Corporation's chartered bank.
- c) Funds held to the credit of each employee would be made available for payout to the employee on retirement or termination.

B) Salary Continuance Plan (Short-Term Disability)

1. Eligibility

Full-time permanent employees who are actively at work on the date of plan implementation. Subsequently, all employees who have been hired on a permanent basis and who have successfully completed the probationary period.

2. Cost

Cost of the plan will be paid 100% by the Municipality

3. Elimination Period

a) Sickness

Payments to commence on:

- i) First day for first absence in calendar year;
- ii) Second day for second absence in calendar year;
- iii) Third day for third absence in calendar year;
- iv) Fourth day for fourth and subsequent absences in a calendar year.

b) Accident

Payments commence immediately

c) Hospitalization

Payments commence on the earlier of the date of hospitalization or the end of the sickness elimination period as in subsection a) of this section.

4. Definition of Disability

- a) Covers permanent full-time employees who are prevented from performing their own occupation as a result of a non-occupational sickness or accident.
- b) Whereas an employee returns to work and is absent from work within the same year, due to the same illness or related cause shall not be deemed to have a new occurrence, nor will there be an extension of the 26-week elimination period. Re-occurring illnesses incurred in a new calendar year will be deemed to be a new occurrence.

5. Benefits

Length of Service	Weeks Paid at 100% of Regular Pay	Weeks Paid at 66 2/3% of Regular Pay
Less than one year at December 31	0	26
1 year at January 1	1	25
2 years at January 1	2	24
3 years at January 1	4	22
4 years at January 1	6	20
5 years at January 1	8	18
6 years at January 1	10	16
7 years at January 1	12	14
8 years at January 1	14	12
9 years at January 1	16	10
10 years at January 1	18	8
11 years at January 1	20	6
12 years at January 1	22	4
17 years at January 1	24	2
20 years and more at January 1	26	0
Note: The 26 week benefit will be applicable to each occurrence.		

6. Reporting Requirements

- a) In the event the disability exceeds three (3) working days, the employee shall obtain a medical certificate from a qualified Medical Doctor or a Nurse Practitioner. This certificate is to be presented or forwarded to the immediate supervisor as soon as possible.
- b) In the event the disability exceeds four (4) working days, the employee shall obtain and complete a “Short Term Disability Income Benefits - Employee’s Statement” which can be obtained from the employer. The “Attending Physician’s Initial Statement Disability Income Benefits” section will be completed by your doctor who may charge a fee which the employee is responsible for paying.

Within five (5) calendar days, the employee must forward the completed statement to:

- i) The Corporation’s Human Resources/Benefits Clerk who will in turn forward statement to the Insurance carrier.
- or
- ii) Insurance carrier - the employee will be responsible to advise the Human Resources/Benefits Clerk of date statement was mailed.

The insurance carrier provides a disability management services in which they determine entitlement to benefits based on the definition of disability authorized by the Corporation and medical information from the employee’s doctor(s). Should the insurance carrier advise the Corporation that disability benefits are denied, the employee will be responsible to reimburse all monies previously paid for the claim.

7. Limitations

- a) Benefits will not commence while an employee is on lay-off or on an unauthorized leave of absence.
- b) The Municipality shall have the right to reduce benefits payable by all income (including Canada Pension Benefits) received from other sources as a result of the disability.
- c) Payments will not be made by the Municipality for absences resulting from occupational related sickness or accident.
- d) While on the Salary Continuance Plan (Short-Term Disability) the Statutory Holidays will be paid through the Corporation's payroll system at 100% even if sick leave payments are being paid at 66 2/3%.
- e) While on disability, employee is not entitled to any pay increases or retroactive pay increases unless the effective date is prior to the date of disability.
- f) All payments under the Salary Continuance Plan (Short-Term Disability) will be made through the Corporation payroll system. In the event of a delay in the decision from the insurance carrier, the Corporation will advance the employee, the approximate amount of the disability payment equivalent to four (4) working weeks.
- g) If an employee is disabled while on vacation, the following rules will apply:
 - i) Less than 4 days - classified as vacation
 - ii) More than 3 days - the Salary Continuance provisions will be applied.

C) Long-Term Disability Plan (LTD)

1. Full-time permanent employees are eligible.
2. Elimination Period: 26 weeks of Salary Continuance Plan (Short-Term Disability)
3. Benefit: 66 2/3% of salary to a maximum of \$4,000 monthly
4. Offsets: All income received from other sources will reduce the LTD payments (includes Canada Pension Plan (CPP) and/or Workplace Safety & Insurance Board (WSIB) payments)
5. Definition of Disability: During the elimination period and following 24 months, an employee must be totally disabled and prevented from performing his own occupation. Thereafter, he must be prevented from performing any occupation for which he is qualified by education, training or experience.

SECTION 3 – CRITICAL ILLNESS

In the event of an emergency involving critical illness in his/her immediate family, an employee may be granted up to one (1) day off with pay in any one year, to deal with the emergency. 'Immediate family' shall mean the employee's spouse, which includes a same-sex or common-law partner; the parent, step-parent or foster parent of the employee or the employee's spouse; the child, step-child or foster child of the employee or the employee's spouse; the daughter-in-law or son-in law, the grandparent, step-grandparent, grandchild, or step-grandchild, grandchild, or step-grandchild of the employee or the employee's spouse; the spouse of the employee's child, the employee's brother or sister, brother-in-law or sister-in-law; or any other relatives who are dependent on the employee for care or assistance.

If the illness exceeds one day, the Employment Standards Act's Emergency Leave or Family Medical Leave shall apply.

SECTION 4 – BEREAVEMENT LEAVE

1. An employee shall be granted up to three (3) regularly scheduled working days leave of absence with pay for the purpose of making arrangements for or attending the funeral of a member of his immediate family as described in section 3. The three (3) days may not be consecutive if the death does not coincide with the funeral arrangements or in the event of a spring burial.
2. Up to one (1) working day may be granted for uncle, aunt, nephew or niece.
3. An additional two (2) days traveling time may be granted by the Director/Supervisor to permit the employee to attend a funeral in his immediate family as described in Section 3 that is to be held at a distant point.

SECTION 5 – PALLBEARER'S LEAVE

One-half (1/2) day leave shall be granted without loss of salary or wage to attend a funeral as a pallbearer.

SECTION 6 – FUNERALS OF FELLOW EMPLOYEES

1. Not more than six (6) employees, exclusive of supervisory personnel, may be granted leave of absence with pay, at the discretion of the Director/Supervisor concerned of one-half (1/2) day to attend the funeral of a fellow employee.
2. Not more than two (2) employees, may be granted leave of absence with pay at the discretion of the Director/Supervisor concerned for one-half (1/2) day to attend the funeral of the husband, wife, son, daughter, father or mother of a fellow employee.

SECTION 7 – JURY AND WITNESS DUTY LEAVE

An employee required to serve as a juror or witness (where the employee is not the plaintiff or defendant in the court appearance) and who, therefore, is unable to perform his/her regular shift shall be entitled to receive for each day of absence the difference between his/her regular straight time rate for all hours lost and the amount of fee received provided the employee furnishes the Corporation with proof of service showing the amount of fee received.

SECTION 8 – WORKPLACE SAFETY & INSURANCE BOARD (WSIB) LEAVE

An employee absent from work on account of an occupational accident that is recognized by the Workplace Safety & Insurance Board as compensable shall be paid as per the WSIB Act. WSIB compensation claim pay advances will be processed through the Corporation's Accounts Payable system. The maximum amount of advances shall be 85% of gross normal pay minus associated deductions. The maximum number of advances will be equivalent to four (4) working weeks. A repayment agreement shall be signed by employee prior to any funds being released.

When the employee receives WSIB compensation payment(s), the advance must immediately be repaid. Should the compensation claim be disallowed by WSIB, the employee will be responsible for arranging proper acceptable repayment with the Corporation's payroll department.

SECTION 9 – PREGNANCY OR MATERNITY LEAVE - See Employment Standards Act

SECTION 10 – LEAVE OF ABSENCE WITHOUT PAY

1. All requests for leaves of absence shall be submitted to the operating Director in writing, and, if approved by the Director, the Chief Administrative Officer is empowered to grant any leave of absence without pay to a maximum of two (2) weeks. A request to extend holidays by means of a leave of absence will not be granted in consecutive years except under extenuating circumstances.
2. The Corporation may grant a leave of absence without pay to an employee for good and sufficient personal reasons for a maximum period of one (1) year. All requests for such leaves of absence must be submitted as far in advance as practical and the Corporation agrees to confirm or deny the request for such as soon as possible.
3. Benefits will be maintained, on the basis of current cost sharing during a leave of absence of one (1) to fourteen (14) days. An absence beyond fourteen (14) days will result in a lapse of benefits. On resuming full-time work after an absence of more than fourteen (14) days but less than six (6) months (assuming a good state of health), benefits may be resumed immediately. A lapse of more than one (1) year will require appropriate documentation before benefits resume.

SECTION 11 – LEAVE OF ABSENCE WITH PAY

Leave with pay shall mean time for which an employee is paid when he/she is excused from work and shall be granted to employees who are a member of the Volunteer Firefighter's Brigade when in attendance at a fire or on fire duty. The employee will be paid regular straight time rate for all hours lost and the amount of fee received provided the employee furnishes the Corporation with proof of service showing the amount of fee received from fire pay.

SECTION 12 – PAID HOLIDAYS

1. All permanent and probationary employees covered by this policy shall receive a regular day's pay at their basic rates for the following holidays if not worked:

New Year's Day	Civic Holiday
January 2nd	Labour Day
Family Day	Thanksgiving Day
Good Friday	Armistice (Remembrance) Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Dominion (Canada) Day	
2. Non-Union Part-Time TPR employees shall be granted statutory holidays in accordance with the provisions of the Employment Standards Act.

3. All seasonal / part-time or contract employee excluding the employees in subsection 2 of this section, shall receive pay for the holidays listed in subsection 1 of this section. These holidays will be paid according to the Employment Standards Act.
4. There will be two (2) floating holidays per year for all permanent employees except for Police employees who are eligible for three (3) floating holidays per year and Library employees who follow their Board's policy. These holidays are to be agreed to between the employee concerned and the Corporation.
5. In order to be entitled to payment for holidays not worked, an employee must work his regular shift preceding and his next regular shift immediately following any of the above-named holidays unless they can show reasonable cause for failing to work.
6. If an employee is required to work on the above-mentioned holidays, he shall receive in addition to the pay for the holiday, one and one-half (1½) times his regular day's pay, calculated on the hours actually worked.
7. Where a holiday as outlined in subsection 1 of this section falls on a regular day off (e.g. weekend), then an employee will receive an extra day off on the day immediately after the holiday.

SECTION 13 – VACATION LEAVE WITH PAY (as per CUPE 26 contract)

1. Full-Time employees shall be entitled to vacation and payment for same according to the following schedule:
 - a) Employees with less than one (1) year's service:
As per the Employment Standards Act of Ontario.
 - b) Employees with one (1) year's service or more:
Two (2) weeks vacation with pay.
 - c) Employees with three (3) years' service or more:
Three (3) weeks vacation with pay.
 - d) Employees with ten (10) years' service or more:
Four (4) weeks vacation with pay.
 - e) Employees with seventeen (17) years' service or more:
Five (5) weeks vacation with pay.
 - f) Employees with twenty-seven (27) years' service or more:
Six (6) weeks vacation with pay.
2. Permanent Part-Time employees shall be entitled to vacation and payment according to the following schedule:
 - a) Employees with three (3) years' service or less:
As per the Employment Standards Act of Ontario
 - b) Employees with three (3) year's service or more:
6%
 - c) Employees with ten (10) years' service or more:
8%

- d) Employees with seventeen (17) years' service or more:
10%
- e) Employees with twenty seven (27) years' service or more:
12%

If an employee's consecutive accumulated permanent part-time hours are equivalent to more than 3 years' full-time hours (prior to being hired on a permanent full-time basis), the accumulated years of part-time employment will be added to the full-time years when determining vacation entitlement. This benefit will not apply to seasonal employees.

- 3. It shall be the policy of the Town of Kirkland Lake to have all vacation entitlements taken during the year in which they accrue. An employee governed by the Administrative Management Schedule in Salary Grid 9 and below and members of bargaining units shall be permitted to carry-over 5 days of vacation at any time. Employees in salary grid 10 and above shall be permitted to carry-over a maximum of 10 days subject to those provisions as noted above. Such carry-over shall not be cumulative, that is, a maximum of five days carry-over may be brought into a new vacation year. However, that shall not extend to a subsequent year.

In the event additional days are required, they shall be subject to Director and Chief Administrative Officer approval. Such additional time shall be documented to the appropriate authorizing persons.

Subject to budget availability, excess vacation may be "paid out" to the affected individual at his/her request.

- 4. Employees shall notify the Director/Supervisor at least one (1) week in advance of the time that they intend to take their annual vacation.
- 5. The Corporation will be the final judge of the vacation time. Requests of the individual employees will be considered and granted on the dates desired if practicable.
- 6. Each Director/Supervisor is notified of each employee's annual vacation entitlement in January of each year and will in turn notify their employees.

SECTION 14 – EMPLOYEE BENEFIT PLANS

1. Employment Insurance

- a) An employee shall be covered by the provisions of the Employment Insurance Act and shall contribute thereto.
- b) The Corporation shall contribute its share in accordance with the provisions of the said Act.

2. Canada Pension Plan (CPP)

- a) An employee shall be covered by the provisions of the Canada Pension Plan and shall contribute thereto.
- b) The Corporation shall contribute its share in accordance with the provisions of the said plan.
- c) An employee shall notify payroll if in receipt of monies from the Canada Pension Retirement Plan and in turn, payroll will cease all CPP deductions.

3. Medical Insurance Plan – Healthguard / Pay-Direct Drug / Dental / Vision / Emergency Travel Assistance

- a) Unless specified differently in hiring contract, upon the completion of the probationary period with the Corporation, the permanent employee shall voluntarily enrol in the Medical Insurance Plan.
- b) An employee shall contribute 10% of the total premium cost by deduction of such amount from his paycheque.
- c) The employer shall contribute the remaining 90% of the total premium cost.
- d) An employee not wishing to participate in this plan must indicate his wish to the Human Resources/Payroll Clerk or his appointee and produce such evidence as may be required to justify his exclusion. All claims for exclusion shall be determined through consultation with the Human Resources/Payroll Clerk. An exemption form signed by the employee shall relieve the Corporation of any future responsibility. It shall be the duty of the employee concerned to notify the Human Resources/Payroll Clerk or appointee when he is no longer eligible to be exempted from our group.
- e) Upon retirement of a permanent employee, the Corporation shall pay 90% of the total premium cost of the Medical Insurance Plan until the retired permanent employee attains the age of sixty-five (65).
- f) Upon the approval of disability of a subscriber, benefits under the Medical Insurance Plan shall cease after the employee has been on disability for a total of thirty (30) months from the first day of disability.
- g) Upon the termination of employment of a subscriber, benefits under the Medical Insurance Plan shall cease immediately.
- h) Upon the death of a subscriber, survivor benefits will continue for a period of thirty (30) months from the date of death or the date the dependent would have ceased to qualify as a dependent had the subscriber not died.

4. Group Life / Accidental Death and Dismemberment Insurance Plan

- a) Unless specified differently in hiring contract, upon the completion of the probationary period with the Corporation, the permanent employee shall voluntarily enrol in the Life Insurance / Accidental Death and Dismemberment Plan.
- b) The Corporation shall pay 100% of the total premium cost.
- c) Upon the retirement of a permanent employee, benefits under the:
 - i) Group Life Insurance will continue under the conversion privilege for life insurance.
 - ii) Accidental Death and Dismemberment Insurance Plan shall cease immediately.
- d) Upon approval of Long-Term disability of a subscriber, benefits under the Group Life / Accidental Death and Dismemberment Insurance Plan shall continue without payment of premium and will continue during the continuance of such approved disability, but not beyond 65 years of age.
- e) Upon the termination of employment of a member, benefits under the Group Life / Accidental Death and Dismemberment Insurance Plan shall immediately cease.

- f) Upon the death or dismemberment of a permanent employee, payments shall be paid in accordance with the provisions of the plan.

5. Pension Plan

- a) On the first day of probationary or permanency of an employee, the employee shall become a member of the Ontario Municipal Employees Retirement System or other pension plan as may from time to time be entered into with the Corporation.
- b) The probationary or permanent employee and the Corporation shall equally contribute to the plan in accordance with the provisions of the plan.
- c) Upon the termination of employment, retirement or death of a member, payments shall be paid in accordance with the provisions of the plan.

SECTION 15 – CORPORATION POLICIES

- 1. Every employee shall be fully responsible for keeping the Corporation informed of changes in his/her marital status or beneficiary.
- 2. An employee, on becoming permanent shall furnish the Human Resources/Payroll Clerk or his/her appointee with a certificate of his birth or baptism.

SECTION 16 – SENIORITY

An employee loses seniority and shall be deemed to be terminated in the following circumstances:

- a) Dismissal for just cause
- b) Voluntary resignation
- c) Failure to report for work within a period of ten (10) days after the mailing of such notice to report for work after a layoff.
- d) Absence due to sickness or disability, which exceeds thirty (30) months after date of disability.

SECTION 17 – VOTING - In accordance with legislative procedure:

Where, by reason of the hours of his/her employ, an employee who is a qualified elector will have three (3) consecutive hours to vote while the polls are open on a polling day at an election, his/her employer shall, at the convenience of the employer, allow the employee such time for voting as is necessary to provide the three (3) consecutive hours.

SECTION 18 – BLOOD DONORS

Employees wishing to donate blood should attempt to do so outside working hours. Should this not be possible, reasonable time will be given by the employer.