

Town of Truro – Policy & Procedure Manual

Subject: Non-Union Personnel Policy
Policy Number: P100-009
Approval Date: July 5, 2004
Amended Date:
Departments: All Departments

TABLE OF CONTENTS

Aim, Values and Affirmative Action Statement

Definitions

	<u>Section</u>
Introduction	1
Administration.....	2
Recruitment, Application & Selection.....	3
Work Schedule.....	4
Overtime.....	5
Acting Pay	6
Payday	7
Paid Holidays	8
Sick Leave	9
Bereavement Leave	10
Pregnancy Leave and Parental Leave	11
Examination Leave.....	12
Jury Duty Leave	13
Leave Without Pay	14
Special Leave Family Illness.....	15
Retirement Allowance	16
Vacations	17
Resignation.....	18
Personal Conduct	19
Management- Employee Relations Committee	20
Employee Complaint Process	21
Informal Complaint Process	22
Formal Complaint Process	23
Harassment Complaint Procedure	24
Discipline	25
Career Development and Training	26
Personal Vehicle Allowance.....	27
Pension Plan.....	28
Other Employee Benefits	29
Funeral Expense Contribution.....	30
Job Classification, Descriptions & Salary Ranges.....	31
Final Note	32

Appendix A – Declaration of Confidentiality

Appendix B – Written Warning – Reprimand

Appendix C – Dismissal

OUR AIM

The Town of Truro is an organization for today, and strives to be an organization for the future.

The municipal unit of the Town of Truro is not just a place of employment to provide services to residents, but where collegial relationships support excellent service delivery.

The Elected Officials and Staff of the Town of Truro consider trust, openness and pride to be important, co-operation and accountability to be valued, and participation and innovation encouraged.

ORGANIZATION VALUES

Town Staff has the unique responsibility of ensuring that municipal services are provided to the residents of our community. As such, services are delivered:

- promptly and cheerfully;
- with an attitude that reflects our commitment to Affirmative Action; and
- with respect and appreciation for our customers.

AFFIRMATIVE ACTION POLICY STATEMENT

The Municipality of the Town of Truro recognizes that benefits, such as fairness, social justice and equality can be achieved by a firm commitment to the concept of Affirmative Action and Employment Equity. The Municipality will address systemic discrimination through Affirmative Action and take steps to remedy practices which may have an adverse effect on individuals from its staff as well as the community as a whole. The Town of Truro also recognizes the diversity of its communities including, but not limited to the multi-racial, multi-ethnic, multi-linguistic, multi-cultural and multi-religious communities composed of individuals from many parts of the world. The Municipality acknowledges the contributions of all its residents and respects and values its various cultures. Accordingly, the Town of Truro:

- a) Reaffirms its commitment to the intolerance of discrimination which is based on any of the grounds recognized under the Nova Scotia Human Rights Act. The grounds are: age; race; colour; ethnic, national or aboriginal origin; sex; creed; an irrational fear of contracting an illness or disease; religion; sexual orientation; physical or mental disability; family status; and marital status; source of income; political belief; affiliation, or activity; or an individual's association with another individual(s) having characteristics referred to in the previous grounds.*
- b) Will recognize diversity in its by-laws, policies, practices, programs, and delivery of service through the development and implementation of an Affirmative Action Plan. The Affirmative Action Plan is a work plan for reaching each of the goals*

as set out in this policy. To ensure the continued success of this Plan, the Municipality will continue to identify and strive to eliminate those barriers which may deny equal opportunities to residents in the Municipality, focusing particularly on diverse communities.

DEFINITIONS

Town	means the Town of Truro.
Council	means the Council of the Town.
Chief Administrative Officer	means the Director of the Administrative Branch of the Town Government.
CAO	Chief Administrative Officer
Department Head	means an employee responsible for the proper and efficient operation of a designated Department of the Town
Senior Staff	Chief Administrative Officer and Department Heads
Employee	means an employee of the Town of Truro not otherwise covered by a collective agreement.
Supervisor for Union Employee	means an employee of the Town of Truro that manages unionized employees covered by a collective agreement
Permanent Full Time Employee	means an employee filling a permanent position with the Town of Truro, and who works a normal forty (40) hour work week, or an agreed upon variation.
Permanent Part-time Employee	means an employee who has been selected and appointed to fill a permanent position with the Town of Truro, and who works less than the normal forty (40) hour work week, but on a fixed schedule.
Temporary/Term Employee	means an employee who has been hired to complete a specific task with the Town of Truro but is not entitled to any of the employee benefit provisions of this

Personnel Policy unless specified in the agreed upon terms of employment.

Contract Employee

means an employee whose services have been engaged with the terms and conditions set out in a specific, contract document.

Year

means a period of twelve consecutive months.

Harassment

any behaviour that demeans, humiliates, or embarrasses a person, and that a reasonable person should have known would be unwelcome (Nova Scotia Human Rights Act)

Sexual Harassment

includes offensive or humiliating behaviour that is related to a person's sex, as well as behaviour of a sexual nature that creates an intimidating, unwelcome, hostile, or offensive work environment, or that could reasonably be thought to put sexual conditions on a person's job or employment.

1. INTRODUCTION

1.1 A Personnel Policy is hereby established to provide a uniform, fair and effective system of personnel administration for all the Town of Truro Employees (exclusive of those are Fire, Public Works and Police Employees covered under separate agreements or individual contracts) and a mutual understanding amongst the Town Council, Chief Administrative Officer, Department Heads and supporting staff members.

1.2 The Policy contains four primary objectives:

1.2.1 To ensure that the provisions of this Policy are consistent with established principles of personnel management and, where necessary, Federal and Provincial Statutes.

1.2.2 To ensure that the policies are fair to both employer and employee and that adequate protections are provided for the interest of both parties.

1.2.3 To provide employee benefits at a level that will enable the Town to maintain a competitive position in the labour market.

1.2.4 To fill all vacant positions with the best qualified, available applicants without regard to characteristics outlined in the Nova Scotia Human Rights Act.

1.3 This Policy will be reviewed and revised, if necessary, at a minimum every **two** years.

2. **ADMINISTRATION OF THE PERSONNEL PROGRAM**

2.1 The Chief Administrative Officer (**or his/her designate**) shall be responsible for directing and coordinating the personnel activities of the Town, including the following:

2.1.1 Preparation of position classifications, salary plans and the administration of such plans.

2.1.2 Recruiting, testing, selecting and hiring of all employees.

2.1.3 Approval of the appointment, promotion, demotion, transfer, discipline, suspension or discharge of any employee.

2.1.4 Development, supervision and maintenance of all departments including forms and procedures.

2.1.5 Maintenance of a personnel file for each employee. The file will list the employee's name, title, job description, department, salary, change in employment status, attendance record, disciplinary record, performance reviews and other pertinent information. An employee's personnel record is confidential and shall not be disclosed except to the extent required for the proper administration of the Town or as required by law. Any employee shall have the right to view his/her own record with verbal or written notice to his/her Department Head.

2.1.6 Administration of the fringe benefits program.

2.1.7 Administration of the personnel policy, including employee grievance procedures.

3. **RECRUITMENT, APPLICATION AND SELECTION**

3.1 Vacancies

3.1.1 When a new position or vacancy in the Town is to be filled, the Department Head shall notify the Human Resource Department to declare the vacancy. It will be the responsibility of the Human

Resources Officer to post a notice of such new position or vacancy on all bulletin boards in the buildings where Town employees work and on the Town website (www.truro.ca) under the employment category. The posting will normally contain the position title, position summary, specific requirements, and closing date for applicants.

3.1.2 All new positions or vacancies may be filled by one of the following methods:

- internal candidate search and competition.
- a simultaneous internal and external candidate search and competition.

(The method of filling a new position or vacancy will be in accordance with the Standard Hiring Procedures).

3.1.3 Job advertisements shall also be placed in a newspaper circulating in the local or regional area, and a copy may be forwarded to the Human Resources Skills Development Canada Office and a copy shall be placed on the Town of Truro website in accordance with the Town of Truro Affirmative Action Policy and the Standard Hiring Procedures.

3.1.4 The job advertisement shall specify the job title, description, required qualifications, closing date and may indicate the salary range. All job postings shall state: *"The Town is an equal opportunity employer with an Affirmative Action Policy"*.

3.2 Application for Employment

3.2.1 All applicants for employment shall submit an application for employment and/or a pertinent resume to the Human Resource Department.

3.2.2. The Human Resource Department will distribute the applications to the Head of the Department in which the vacancy occurs and shall short list candidates for job interviews from among the applicants.

3.2.3 All interviews for the vacant position will be chaired by the Human Resources Officer and have at least one representative from the Department in which the vacancy occurs along with such other personnel as determined by CAO.

3.2.4 Upon the completion of all interviews, the interview board shall take into account the factors set out in subparagraphs 3.3.2, 3.3.3, and 3.3.4 and shall recommend to the CAO the appointment of an applicant.

3.3 Appointment of Applicants

3.3.1 The CAO shall consider the recommendation of an interview board and the factors set out in subparagraph 3.3.2, 3.3.3, 3.3.4 and subject to 3.3.5, may appoint the recommended candidate, direct further candidate searches or decline to fill the position.

3.3.2 Appointments will take into consideration each applicant's qualifications, ability, education, employment history, job related knowledge, skills, suitability and fitness for the position (if applicable).

3.3.3 When testing is used a pass mark will be identified prior to the commencement of the testing process.

3.3.4 The Town is an equal opportunity employer and has a policy of no discrimination in the hiring process on any basis prohibited under the *Nova Scotia Human Rights Act*.

3.3.5 All appointments of Department Heads or the Chief Administrative Officer are conditional upon approval of Town Council. An offer of employment is conditional upon the successful applicant providing a medical opinion that the applicant is physically and mentally able to perform the essential duties of the position and the nature of any accommodations that may be required, where applicable.

3.3.6 Offers of employment are to be made in writing or via e-mail and a written or e-mailed acceptance is required. Deadline for acceptance of offer of employment, with at least 5 days to make the acceptance.

3.3.7 If the candidate declines the offer, the board will review existing short-listed candidates for alternate choices. However, the CAO and the Interview Board may choose to re-post the position at their discretion.

3.4 Notification of Applicants

A reasonable effort will be made to notify all applicants interviewed for the position by mail or phone, as soon as possible, after the vacancy has been filled.

3.5 Probationary Period

A successful applicant will be on probation for a period of six (6) months, but may be extended by the CAO, to determine suitability for permanent employment with the Town and may be discharged if found to be unsuitable. The probationer will have at least one performance review within the six (6) month probationary period. The performance review will be completed by a supervisor on a Probationary Employee Report, as per the Performance Appraisal Policy. Upon successful completion of the probationary period, the probationer will become a permanent employee.

3.6 Contract/Term Employee

A successful applicant, hired as a Contract or Term Employee, will be subject to the terms and conditions outlined in the specific contract or term of employment document.

3.7 Confidentiality

Every full time, part time, permanent, term or contract employee of the Town will maintain strict confidentiality with respect to information obtained during the course of their employment with the Town and sign a Declaration of Confidentiality on their first day of employment (Appendix A).

3.8 Personnel Policy

It is the responsibility of every full time, part time, permanent, term or contract employee of the Town to read the Personnel Policy or their contract terms and seek clarification on any aspect of the document as required.

4. **WORK SCHEDULE**

4.1 Work Week

The normal work week shall consist of five (5) consecutive, eight (8) hour days, Monday through Friday.

4.2 Work Day

The normal work day shall consist of eight (8) working hours, as determined by the Department Head and/or Chief Administrative Officer.

4.3 Work Day Breaks

A normal eight (8) hour work day shall include a one hour lunch period and two (2) fifteen minute breaks, subject to application of 4.2.

4.4 Variation from Normal Work Schedule

The Department Head, in consultation with the employee and with the approval of the Chief Administrative Officer may vary the normal work schedule for any employee.

4.5 An employee that manages a unionized workforce shall adopt the work schedule of that union, subject to approval by the Department Head or Chief Administrative Officer.

5. **OVERTIME**

5.1 Before any overtime hours are worked by any employee, such overtime shall be authorized by the Department Head or designate concerned.

5.1.1 Hours worked in excess of forty (40) hours per week, shall be constituted as overtime. Overtime will be compensated as outlined in the Provincial Labour Standards Code.

5.1.2 In computing overtime, a period between fifteen (15) and thirty (30) minutes shall be counted as one-half hour, and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one hour.

5.1.3 An employee may not have more than 40 hours in their Time-In-Lieu Bank. Whenever an employee has accumulated in excess of 40 hours, they are to take time off within one work week. (March 13, 2006) An employee may not earn more than 80 time-in-lieu hours in one calendar year. For special circumstances Department Heads may seek approval from the Chief Administrative Officer for an exception.

5.1.4 Subject to documentation and approval by the Chief Administrative Officer, if a Town employee is normally entitled to time-in-lieu for overtime worked, that employee will be paid for overtime hours worked, where those overtime hours and pay are determined to be eligible recoverable expenses under the Federal

Disaster Financial Assistance Program, and the Town will be reimbursed for the overtime paid.

6. ACTING PAY

6.1 At the commencement of the sixteenth (16) consecutive working day, where it is necessary for an employee to temporary fill the position of a Department Head, the Chief Administrative Officer may approve an additional remuneration, not to exceed 10 % of the salary, an amount which would result in the Gross Salary of the Acting employee not exceeding that currently being paid to the Department Head involved, and such pay may be retro-active to the first day.

7. PAYDAY

7.1 Employees will be paid on a bi-weekly basis every second Friday.

7.2 When a payday falls on a Holiday, payment will be made on the last prior banking day.

8. PAID HOLIDAYS

8.1 The following are paid holidays:

- New Year's Day
- Good Friday
- Canada Day
- Victoria Day
- First Monday in August
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- any day specified as a Town of Truro Holiday in a resolution passed by the Town Council.

8.2 HOLIDAY PAY - SHIFT WORKERS

Employees who work the shift schedule which includes Holidays shall be paid additional salary at straight time for the number of such Holidays worked during the year or, in lieu of additional salary, shall be entitled to an additional day off at straight time for each Holiday worked. Monies paid relative to this Clause shall be issued annually on the first pay day of December of each year.

9. **SICK LEAVE**

- 9.1 Sick Leave shall be granted to an employee who, through illness, is unable to perform his/her duties. The Town reserves the right to investigate any reported illness or injury of an employee. The Town shall have the right to such medical reports and records respecting an employee claiming sick leave benefits as are reasonably necessary to evaluate the claim provided that copies of all such reports or other information obtained by the Town shall be given forthwith to the employee concerned. Sick leave shall include, but not be limited to, absence for medical appointments with a doctor, specialist and therapist, absence for visits to the hospital for medical procedures and tests.
- 9.2 Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1-1/2) days for every month of employment.
- 9.3 When unused, sick leave shall accumulate to a maximum of one hundred and thirty (130) working days. (Amended March 13, 2006)
- 9.4 Deductions shall be made from any accumulated credit in favour of any employee for such periods of sick leave granted with pay to such employee.
- 9.5 Should any employee exhaust their accumulated sick leave credits the Town may require a doctor's certificate to be given to the appropriate Department Head at such intervals as it deems appropriate. Such certificate shall contain information concerning the employee's condition and prognosis.
- 9.6 The period of time during which an employee is absent from work by reason of injury entitling the employee to Worker's Compensation Earnings / Replacement Benefits is a Worker's Compensation absence and shall not be classified as sick leave. For the first six (6) months of a Worker's Compensation absence, the employee shall receive full pay less the amount of compensation received from all other sources with respect to such time lost. After a period of six (6) months, such cases will be brought to Town Council for review and a decision will be made accordingly.
- 9.7 It is agreed that the decision of the Worker's Compensation Board as to whether or not an injury entitles an employee to Worker's Compensation Earnings/Replacement Benefits will be accepted by the employer and employee when determining the application of Clause 9.6.

10. **BEREAVEMENT LEAVE**

- 10.1 When death occurs in the immediate family of an employee, such employee shall be granted bereavement leave, with pay, for a period not to exceed four (4) consecutive days, one of which shall be the day of the funeral, to the extent that any or all of these days are normal working days.
- 10.2 For the purpose of this Section, members of the immediate family are the employee's wife, common-law spouse/partner, husband, mother, father, brothers, sisters, sons, daughters, grandchild, mother-in-law, father-in-law, and includes step-parents, step-children and any relative of second degree living under the same roof at the time of death.
- 10.3 An employee shall be granted compassionate leave, with pay, of one day for the purpose of attending the funeral of a grandparent, brother-in-law, or sister-in-law.
- 10.4 The Town may grant a leave of absence without pay without loss of seniority to any permanent, part-time, and full-time employee by making a written request for such leave, for good or sufficient cause, as determined by the Town.

11. **PREGNANCY LEAVE AND PARENTAL LEAVE**

11.1 Pregnancy Leave

11.1.1 A pregnant employee is entitled to an unpaid leave of absence of up to 17 weeks upon giving the Town notice pursuant to section 11.3 of the date that she will begin the leave and the date she will return to work and providing to the Town, where the Town so requests, a certificate of a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.

11.1.2 Pregnancy leave may begin on any date, not sooner than 16 weeks preceding the delivery and ends on such date, not sooner than 1 week after the date of delivery and not later than 17 weeks after the pregnancy leave began, as determined by the employee.

11.1.3 The Town may require a pregnant employee to take an unpaid leave of absence while the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected.

11.2 Parental Leave

11.2.1 An employee who becomes a parent of one or more children through the birth of the child or children or the placement of the

child or children in the care of the employee for the purpose of adoption of the child or children pursuant to the law of the province, is entitled to an unpaid leave of absence of, subject to Section 11.2.4, up to 52 weeks upon giving the Town notice of the date the employee will begin the leave and the date the employee will return to work as provided in Section 11.3

11.2.2 Where an employee takes pregnancy leave and the employee's new-born child or children arrive in the employee's home during the pregnancy leave, parental leave begins immediately upon completion of the pregnancy leave and without the employee returning to work and ends not later than 35 weeks after the parental leave began as determined by the employee.

11.2.3 Where Section 11.2.2 does not apply, parental leave begins on such date, coinciding with or after the birth of the child or children or the child or children first arriving in the employee's home, and ends not later than 52 weeks after the child or children first arrive in the employee's home, as determined by the employee.

11.2.4 The maximum combined pregnancy and parental leave to which an employee is entitled is 52 weeks.

11.2.5 Notwithstanding the foregoing, where an employee has begun parental leave and the child to whom parental leave relates is hospitalized for a period exceeding or likely to exceed 1 week, the employee is entitled to (but not required to) return to and resume work and defer the unused portion of the parental leave until the child is discharged from the hospital, upon giving the employer notice as provided in Section 11.3.

11.2.6 An employee is entitled to only 1 interruption and deferral of each parental leave pursuant to this section.

11.3 Notices of Pregnancy and Parental Care

11.3.1 An employee shall give the Town 4 weeks' notice of the date the employee will begin pregnancy leave or parental leave and the date the employee will return to work upon completion of the leave unless the employee will take the maximum leave to which the employee is entitled.

11.3.2 Notice given pursuant to Section 11.3.1 may be amended from time to time by the employee:

- (a) By changing any date in the notice to an earlier date if the notice is amended at least 4 weeks before that earlier date;
- (b) By changing any date in the notice to a later date if the notice is amended at least 4 weeks before the original date, and
- (c) By adding the date that the employee will return to work if the notice is amended at least 4 weeks before the employee would have been required to return to work.

11.3.3 An employee shall give the Town as much notice as reasonably practical of

- (a) The date the employee will begin pregnancy leave where she is advised by a legally qualified legal practitioner to begin pregnancy leave sooner than planned because of medical circumstances resulting from her pregnancy;
- (b) The delivery where the actual delivery occurs sooner than expected;
- (c) The first arrival of the child or children in the employee's home where that arrival is not anticipated or occurs soon than reasonably expected; that arrival is not anticipated or occurs sooner than reasonably expected;
- (d) The return to work of the employee pursuant to Section 11.2.4, and
- (e) The resumption of parental leave by the employee in accordance with Section 11.2.4, and section 11.3.1 does not apply.

11.3.4 All notices given pursuant to this Article shall be in writing.

11.4 Proof

11.4.1 Upon the request of the Town, where an employee takes parental leave, interrupts and defers leave pursuant to Section 11.2.4 or gives notice pursuant to Section 11.3.1, the employee shall provide such proof as is reasonably necessary to establish the entitlement of the employee pursuant to those provisions.

11.4.2 The certificate of a legally qualified medical practitioner or, in the case of an adoption, of an official in the Department of Community

Services with knowledge of the proposed adoption is sufficient proof of the matters attested to in the certificate.

11.5 Benefits

11.5.1 During pregnancy or parental leave, the employee has the option of maintaining any of the insurance plans and the pension plan, based on 100% of earnings. The Town shall notify the employee in writing of the option and the date beyond which the option may no longer be exercised at least 10 days prior to the last day on which the option could be exercised to avoid an interruption in benefits. Where the employee opts in writing to maintain a benefit plan, the Town shall continue to pay its share and the employee shall pay his or her share for all premiums for such plan.

The employee may elect: (May 20, 2010)

- a) To continue to make the required contributions to the group insurance and/or pension plans while on leave;
- b) To stop contributions to the group insurance and/or pension plans while on leave but double the required contributions to the plans immediately following the employee's return to work until the contributions missed while on such leave have been made in full, or;
- c) To forgo any contributions to the pension plan for the leave.

11.5.2 Seniority accrues while an employee is on maternity leave or parental leave.

11.5.3 While on maternity or parental leave an employee shall have the employee's vacation entitlement reduced pro rata for the proportion of the year that the employee is on pregnancy and/or parental leave.

11.5.4 An employee shall not accumulate sick leave entitlement. (May 20, 2010)

11.5.5 The employer shall pay (May 20, 2010)

- a) An employee on pregnancy leave, or;
- b) An employee on parental leave who had been on pregnancy leave immediately before commencing parental leave.

A sum equal to the lessor of

- c) 25% of the employee's regular salary (regular salary shall mean 1/52 of the employee's salary per week) , or;
- d) An amount determined by subtracting the employee's employment insurance benefits received or receivable from 75% of the employee's regular salary.

12. LEAVE TO WRITE EXAMINATIONS TO UPGRADE QUALIFICATIONS

12.1 An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade employment qualifications, if prior approval to take the course was granted by the Chief Administrative Officer.

13. LEAVE FOR JURY DUTY

13.1 Any employee who is summoned for Jury Duty shall receive full pay from the Town at the same regular rate of pay as was in effect for such employee immediately going on jury duty, for such period, to the extent that any or all the days in the period are normal working days. Such pay shall be reduced by the amount paid to the employee for jury duty.

14. LEAVE WITHOUT PAY

14.1 Leave without pay for any permanent part-time or full-time employee will be for a maximum of 2 weeks per calendar year. If leave without pay is granted to an employee within the probationary period, the probationary period will be extended by the leave without pay period. Leave without pay will not be granted to any employee for the purpose of working for another employer. The employee will sign an affidavit stating that he or she will not work for another employer while off on leave without pay.

14.2 Application for leave without pay should be made in writing by the employee to the Department Head, at least one month prior to the date of the leave. The Department Head will consider timing of the requested leave and its impact on the operations of the Department, including seniority within the department and giving precedence to staff vacation periods, before making a recommendation to the Chief Administrative Officer.

14.3 Life Insurance, accidental death and dismemberment insurance, and health and dental benefits will be maintained for the leave without pay period. Employees will be responsible for 100% of the premium for these benefits

for the leave without pay period, to be deducted from the pay period immediately following the leave without pay period. Once approved, notice of the leave without pay period will be given to the Town's insurers.

14.4 Pension benefit is based on earnings so there will be no pension benefit earned for the leave without pay period.

14.5 No adjustment (decrease) will be made for vacation pay earned or sicktime earned.

15. **SPECIAL LEAVE - FAMILY ILLNESS**

15.1 Where no one, other than the employee, can provide for the needs during illness of an immediate family member, an employee shall be entitled to special leave days with pay for this purpose, not exceeding five (5) days per calendar year, which will be deducted from the employee's accumulated sick leave.

16. **RETIREMENT ALLOWANCE**

16.1 Retirement Allowance:

- (a) On the signing of this Policy all fulltime employees will be given credit for one month's pay (to a maximum of 6 months) for every 5 full years of continuous work as a permanent employee.
- (b) For the purposes of calculating retirement allowance entitlement, an employee's continuity of work will be intact when the employee is actually working, is on holiday, vacation, the first 6 months of a workers' compensation absence, paid sick leave, paid leave of absence, pregnancy leave or parental leave.
- (c) Each employee between the ages of 55 and 65 years with 25 years of service shall be entitled to take off with pay, the greater of: the number of days left in the employee's sick time bank, or the number of months calculated in 16.3 (a), on that number of days or months which the employee is scheduled to work during the period immediately prior to the employee's retirement, providing that the days taken are consecutive and that the employee does not intend to return to duty. (September 19, 2005)
- (d) Each employee between the ages of 55 and 65 years with between 20 and 25 years of service shall be entitled to take off with pay, the greater of: the number of days left in the employee's sick time bank, or the number of months calculated in 16.3 (a), with pay

determined by multiplying the number of days calculated above by a fraction, the numerator of which is the employee's completed years of service and the denominator is 25, on that number of days or months which the employee is scheduled to work during the period immediately prior to the employee's retirement, providing that the days taken are consecutive and that the employee does not intend to return to duty. (September 19, 2005)

16.2 Early Retirement Benefits:

- (a) When an eligible employee elects early retirement, after any retirement allowance to which the retiring employee is entitled has been fully paid, the Town will pay to the employee a monthly sum (the "pension salary") equal to the amount it is anticipated the employee will receive at the earlier of the employee's "normal retirement date" or "optional retirement date" as defined under the Town Pension Plan. While the retired employee is in receipt of pension salary, the Town will remit to the pension fund an amount equal to the pension contributions that would otherwise have been payable by both the employee and the Town based on the employee's salary at the date of early retirement. The pension salary will continue until the earlier of the "normal retirement date" or "optional retirement date" as defined under the Town Pension Plan.
- (b) Any improvements approved by Truro Town Council in the Town Pension Plan will be provided to those on early retirement to the same extent as if they continued to be actively working, both during and after the early retirement period.

17. VACATIONS

17.1 All employees covered by this agreement, except seasonal employees and employees with terms of employment, having completed:

- (a) More than one (1) years' service but less than twelve (12) years' service shall receive three (3) weeks' vacation with pay annually, i.e. fifteen (15) working days;
- (b) Twelve (12) years' service but less than twenty (20) years' service shall receive four (4) weeks' vacation with pay annually, i.e. twenty (20) working days;
- (c) Twenty (20) years' service but less than thirty (30) years' service shall receive five (5) weeks' vacation with pay annually, i.e. twenty-five (25) working days;

- (d) Twenty-five (25) years' service and subsequent years' service shall receive six (6) weeks' vacation with pay annually, i.e. thirty (30) working days. (Amended March 13, 2006)
 - (e) Less than one (1) years' service shall receive four percent (4%) of their total earnings upon completion or termination of service.
- 17.2 If a paid holiday falls or is observed during an employee's vacation period, the employee shall be allowed an additional vacation day with pay at a time mutually agreed to by the employee and the employer.
- 17.3 Earned vacation days will be calculated from the anniversary of the employee's date of hire.
- 17.4 (a) Employees are expected to utilize their annual, earned vacation entitlement during the twelve month period following the anniversary of the employee's date of hire.
- (b) If an employee, by reason of working conditions or other compelling circumstances beyond the employee's control, does not use all earned vacation days during the twelve month period following the anniversary of the employee's date of hire, then a written request for authorization to carry a maximum of five (5) days' vacation into the following year may be made to the employee's Department Head. Any then unused vacation days are extinguished and the employee is not entitled to pay in lieu of vacation for any further unused days.
- (c) Employees with 3 weeks' vacation or more shall be allowed to allocate up to 5 days' vacation per year to time-in-lieu use, subject to approval of the Department Head, which will not be unreasonable denied.
- (d) In the last 4 years before an employee is eligible to retire with an unreduced pension, an employee may bank up to 1 week of vacation time in each of the 4 years, to a maximum of 4 weeks, to be added to the employee's retirement allowance under Section 16.3 and taken immediately prior to retirement to Town pension.
- 17.5 Requests for vacation leave shall be submitted to the Department Head for consideration and approval. Priority for selection of vacation periods shall be based on seniority within the department.
- 17.6 An employee who, at termination of employment, has not used all the earned and unused vacation days, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation days at termination.

17.7 Vacation pay for each week of vacation shall be at the employee's then current rate of pay.

17.8 (a) An employee shall be entitled to receive vacation in an unbroken period to a maximum of three (3) weeks. An unbroken period of longer duration may be taken with the mutual agreement of the employee and the employee's Department Head.

(b) Vacation days earned in excess of 3 weeks shall be selected only after all other employees of the department have made their selection for vacation days up to 3 weeks.

17.9 Any temporary/term employee or contract employee receiving full-time employment at the end of their term or contract shall accrue vacation under this section from the beginning of their term or contract.

18. **RESIGNATION**

18.1 Should any employee decide to cease employment with the Town, the employee shall submit a written notice to their Department Head at least two (2) weeks prior to the termination date of service, so that the necessary procedures may be commenced to find a suitable and qualified replacement.

18.2 The CAO and all Department Heads are required to give one month's written notice.

19. **PERSONAL CONDUCT**

19.1 All employees are to be courteous and efficient in the performance of their duties. They are expected to establish and maintain harmonious and effective working relationships with other employees, departments and the public.

20. **MANAGEMENT-EMPLOYEE RELATIONS COMMITTEE**

20.1 The Management-Employee Relations Committee is established as a means for non-union staff employees to bring employment related matters of mutual interest or of a general nature forward for resolution

20.2 Matters of mutual interest or of a general nature shall include, but not limited to the following:

- Working Conditions;
- Policies and Procedures;
- Staff Development, and;

- Suggestions for improvements to programs.

20.3 Matters of mutual interest or of a general nature do not include:

- (a) Complaints or issues that specifically related to the actions or lack of action of individual employees;
- (b) The classification or remuneration of individual employees or;
- (c) Issues related to performance reviews.

20.4 The Management-Employee Committee (The “Committee”) shall be formed on an annual basis, starting in January of each year, and will function for a period of twelve (12) months.

20.5 The Committee shall consist of three (3) representative of non-unionized Town staff and three (3) representatives of Town Council, all of whom shall be appointed by Town Council

20.6 The Management-Employee Relations Committee is a forum for discussion and exchange of views and information. Its sole power is to make recommendations with respect to its discussions and conclusions.

21. **EMPLOYEE COMPLAINT PROCESS**

21.1 The Employee Complaint Process is designed to address and resolve problems arising between supervised employees, supervisors, Department Heads, and the Chief Administrative Officer where an employee or group of employees believe they have been unfairly treated or been subject to unprofessional conduct.

21.2 The Employee Complaint Process may address matters that relate to:

- (a) Complaints by one or more employees about the actions or lack of action of an individual employee or group of employees,
- (b) A Complaint by an employee about the employee’s own classification or remuneration;
- (c) A Complaint by an employee about the employee’s own job description or workload.

21.3 The Employee Complaint Process shall not address complaints that relate to:

- (a) Performance reviews;

- (b) Probationary employees or;
 - (c) Acts of harassment or discrimination covered by the Town's Anti-Harassment Policy.
- 21.4 To be eligible to initiate a complaint resolution procedure under this policy, an individual must be non-union staff employee who is actively employed and is non-probationary.
- 21.5 The Town prohibits any retaliation against or adverse treatment of any employee who initiates a complaint or participates in an investigation of a complaint under this policy. Any employee who believes they have been subjected to retaliation as a direct result of filing a complaint can report the matter directly to a member of the Complaint Appeal Panel.
- 21.6 The Town reserves the right to consolidate employee complaints when deemed appropriate.
- 21.7 All complaints may be made through either the informal process or the formal process at the discretion of the person making the complaint (the complainant). If the informal process is selected, the complainant may, at any time, discontinue the informal process and file a formal complaint.
- 21.8 All Complaints will be processed and investigated in a professional manner as expeditiously as possible. As much as possible and practicable, the confidentiality of the information gained through the complaint and investigative process will be maintained.

22. INFORMAL COMPLAINT PROCESS

- 22.1.1 An employee's informal complaint may be made to the Human Resource Officer who will act as a mediator. The complaint need not be in writing nor signed by the complainant
- 22.1.2 In order to active the informal process, the person(s) who is (are) the subject of the complaint (the respondent) must agree to participate in the informal process and to work with the Human Resource Officer to resolve the complaint.
- 22.2 The Human Resource Officer shall meet with the complainant, describe the mediation process and discuss whether mediation is an appropriate method to resolve the complaint.
- 22.3.1 If the Human Resource Officer and the complainant decide to proceed with mediation, the Human Resource Officer shall meet with the

respondent, informing him or her that an informal complaint has been filed and that the complainant wishes to resolve it by mediation.

- 22.3.2 The Human Resource Officer shall describe the mediation process to the respondent and discuss whether mediation is an appropriate method to solve the complaint.
- 22.3.3 The Human Resource Officer will inform the respondent that the mediation is a voluntary conflict resolution process intended to make each party aware of the position or feelings of the other and to resolve the conflict.
- 22.4 If mediation is agreed upon, the mediator may conduct such investigations and hold meetings with one or both of the parties, either separately or together, as is deemed appropriate.
- 22.5 Any agreement resolving a complaint through mediation must conform to the policies and procedures of the Town applicable to the parties. Any resolution which does not do so is void.
- 22.6 An informal complaint is resolved upon its being withdrawn or upon an agreement being reached between the parties.
- 22.7 If medication has been successful, the Department Head and CAO will be informed of the nature of the complaint and the terms of its resolution.
- 22.8 If mediation fails to establish a resolution satisfactory to both parties, then the complainant can pursue the formal complaint procedure.

23. THE FORMAL COMPLAINT PROCESS

- 23.1 An employee's formal complaint must be in writing and signed by the employee. The complaint must:
 - explain the nature of the complaint and the specific circumstances at issue;
 - identify the rights, procedures or policies violated; and
 - state the specific remedies sought by the employee.
- 23.2 The formal complaint must be filed within two (2) weeks of the event, or last incidence of the events, that give rise to the employee's complaint.
- 23.3 Complaints against employees below the level of Department Head.
 - 23.3.1 The formal complaint shall be filed with the Department Heads of the person or the persons against whom the complaint is made (the respondent). Where respondents work in more than one

department, the CAO will decide which Department Head will process the complaint.

23.3.2 The Department Head will meet and discuss the matter with the complainant, shall conduct such investigation as may be appropriate, shall meet and discuss the matter with the respondent and shall provide a written response to all parties with two(2) weeks (if reasonably feasible) of receiving the complaint.

23.3.3 If the response is not satisfactory to either the complainant or the respondent, the dissatisfied party may appeal with the CAO within one (1) week of the Department Head's response and may appeal within four (4) weeks of the filing of the complaint if the Department Head has not responded.

23.3.4 The appeal must:

- (a) Be in writing;
- (b) Include a copy of the original formal complaint;
- (c) Include a copy of the Department Head's response, if any and;
- (d) State the reasons for disagreeing with the Department Head's response.

Appeal to Complaint Appeal Panel

23.3.6 The Complaint Appeal Panel shall consist of the members of the Town's Audit Committee.

23.3.7 If the response of the CAO is not satisfactory to either the complainant or the respondent, the dissatisfied party may appeal to the Complaint Appeal Panel within one (1) week of the CAO's response and may appeal within four (4) weeks of the appeal to the CAO being properly filed if the CAO has not responded.

23.3.8 The appeal to the Complaint Appeal Panel must:

- (a) Be in writing;
- (b) Include a copy of the original formal complaint and the appeal of that complaint to the CAO;
- (c) Include copies of the responses of both the Department Head and the CAO, if any;

(d) State the reasons for disagreeing with the CAO's response and;

(e) Be filed by delivering all required material to a member of the Complaint Appeal Panel or to the CAO.

23.3.9 The Complaint Appeal Panel will obtain all relevant documents from the CAO and will determine whether the complaint requires a formal hearing to include the complainant, respondent and any relevant witnesses and staff members or whether the appeal can be fairly decided based upon the written documents and interviews of the complainant, respondent and others.

23.3.10 The Complaint Appeal Panel shall provide a written recommendation to the Cao for the resolution of the complaint within 15 days of the conclusion of the hearing or within 21 days of the receipt of the properly filed appeal to the Complaint Appeal Panel if there is not hearing. A copy of its recommendation shall be provided to the complainant and respondent.

23.3.11 The CAO may follow the recommendations of the Complaint Appeal Panel in their entirety, in which case the matter is concluded. If the CAO decides not to follow all or any part of the recommendations of the Complaint Appeal Panel, the CAO shall so notify the members of the Complaint Appeal Panel, the complainant and the respondent and shall place the matter on the agenda of the next meeting of Town Council in Committee.

23.3.12 Town Council in Committee shall be provided with all documents available to the Complaints Appeal Panel, the Complaint Appeal Panel's recommendation and a written summary of the CAO's decision respecting the recommendation and the reasons for it. Town Council in Committee shall make a decision based upon the document review and the representations of both the CAO and the Complaint Appeal Panel. The decision of Town Council in Committee shall be final and binding upon all concerned.

Complaints against a Department Head

23.4 The procedure for complaints against a Department Head shall be the same as those against an employee outlined in Section 23.3 except the complaint will be filed with the CAO and the provisions of section 23 from 23.3.5 and following shall apply and constitute the procedure to be followed.

Complaints against the CAO

23.5 The procedure for complaints against the CAO shall be the same as those against an employee outlined in section 23.3 except that the complaint will be filed with the Complaint Appeal Panel and the provisions of section 23 from 23.3.9 and following shall apply and constitute the procedure to be followed.

24. HARASSMENT COMPLAINT PROCEDURE

24.1 All employees have a responsibility to contribute to a harassment free workplace. All persons have the right to be treated fairly, respectfully and with dignity.

24.2 The Town of Truro has an Anti-Harassment Policy that applies to all employees. It is the responsibility of every employee of the Town of Truro to read the Anti-Harassment Policy and seek clarification on any aspect of the document as required.

24.3 The CAO shall oversee the complaint process and ensure that all employees are treated fairly in accordance with this Policy.

24.4 It is a violation to threaten, intimidate, or discriminate against a person who files a complaint. Employees are required to maintain confidentiality in a complaint process.

25. DISCIPLINE

25.1 The Town may take disciplinary action as a result of employee misconduct.

25.2 Misconduct includes, but is not limited to, any of the following:

- (a) Theft, misappropriation, abuse or excessive wastefulness of Town assets, including personal use of same;
- (b) Falsification of Town records, fraudulent activity or any other breach of the employee's duty of honesty to the Town;
- (c) Work related fighting, harassment, sexual harassment or assaults.
- (d) Criminal conduct which affects work performance or the Town's reputation;

- (e) Offensive conduct or language towards the public, other employees, council members or Town volunteers;
 - (f) Improper use of the employee's position for personal gain;
 - (g) The acceptance of a gift, favour or service which either:
 - (i) Resulted in special compensation, treatment or advantage to any citizen, group or business beyond that available to any other citizen, group or business, or
 - (ii) Could reasonably be inferred to have been intended to influence the employee in the performance of the employee's duties, or as a reward for the performance of any duty or other official action;
 - (h) Incompetent, insufficient or careless work;
 - (i) Breach of an employee's duty of confidentiality;
 - (j) Taking or being under the influence of alcohol, narcotics or illegal drugs at the workplace;
 - (k) Failure to use reasonable efforts, including counseling or treatment, for resolution of personal problems affecting work performance, including such things as alcoholism, drug abuse, gambling addiction, etc.;
 - (l) Insubordination or failure to follow orders;
 - (m) Failure to follow proper procedure, or
 - (n) Improper absences or tardiness.
- 25.3 Disciplinary action may include a verbal warning, written warning, written reprimand (see Appendix B), demotion, suspension without pay for up to 30 days or dismissal from employment.(see Appendix C)
- 25.4 The nature and severity of the misconduct, the employee's personnel and disciplinary records and any other relevant circumstance may be taken into account in determining an appropriate remedy for misconduct.
- 25.5 A record of any disciplinary action shall be placed in the employee's personnel file, with a copy provided to the employee, in order to be considered in any future disciplinary actions.

- 25.6 Records of disciplinary action shall be retained on the employee's personnel file and will be reviewed every **two** years. If the employee has maintained a good record of conduct for the two year period, all accounts of minor infractions and corrective actions shall be removed from the employee's personnel file. The employee shall be advised that their record has been cleared. All corrective actions shall remain on the personnel file until they complete the necessary two year period of good conduct. Accounts for major infractions shall be retained on the personnel file for a period of five (5) years.
- 25.7 In cases of termination, details of the employee's behaviour and offences leading to the dismissal shall be documented in a letter and handed to the employee.
- 25.8 An employee may appeal a disciplinary action to the CAO within 5 days of the employee's demotion, suspension or dismissal or the employee's receipt of a copy of the record of a warning or reprimand placed in the employee's personnel file. The appeal shall be in writing setting out the reasons for the same.
- 25.9 The CAO may determine that a hearing is necessary or advisable to decide an appeal and determine the scope, form and content of such hearing. The employee may be represented by legal counsel at any such hearing.
- 25.10 The CAO shall decide the appeal within 15 days of receipt of the appeal or within 10 days of a hearing, whichever is later, and such decision shall be binding upon the employee and the Town respectively.
- 25.11 Section 21 does not apply to the Chiefs or Deputy Chiefs of Police whose Discipline is governed by the Nova Scotia Police Act and Regulations.

26. **CAREER DEVELOPMENT AND TRAINING**

- 26.1 Any employee, who is no longer a probationary employee, may request approval for reimbursement for the costs of registration, tuition and course materials for any course taken at an accredited institution which will, in the opinion of the CAO, help the employee maintain or improve the job skills or knowledge required for the employee's current position or to qualify the employee for promotion or transfer.
- 26.2 In deciding whether to grant such requests, the CAO will consider, among other relevant factors, the availability of budgeted funds and the extent to which the course will enhance the administration of the Town.
- 26.3 An employee who successfully completes (with a grade of "C" or better or a "Pass" where no grade is given) a course pre-approved by the CAO shall

be reimbursed the full costs of registration, tuition and expenses for that course.

26.4 Subject to the approval of the CAO, which approval will not be unreasonably withheld, the Town will pay, in advance, the costs of registration, tuition and books for courses taken through a recognized educational institution in Municipal Administration. If the course is not completed or successfully completed (with a grade of “C” or better or a “Pass” where no grade is given), the employee shall make immediate arrangements to promptly repay the Town all funds advanced in respect of the course.

26.5 (a) If the employment of an employee is terminated for any reason except dismissal without cause within one year of the date the employee completes an approved course, the employee shall repay to the Town 50% of the costs of the course which had been paid by the Town. This repayment shall be made on or before the final pay is received by the employee and the Town may deduct the repayment from that final cheque.

(b) If the employment of an employee is terminated for any reason except dismissal without cause at or after one year but within two years of the date the employee completes an approved course, the employee shall repay to the Town 25% of the costs of the course which had been paid by the Town. This repayment shall be made on or before the final pay is received by the employee and the Town may deduct the repayment from that final cheque.

26.6 Training

(a) The Town may authorize or require employee attendance at conferences, seminars, workshops or other functions of a similar nature that are intended to improve or upgrade the employee’s job skills.

(b) Requests to attend training sessions should be made to the employee’s Department Head with a copy to the CAO at least thirty (30) days prior to the deadline for registration. The Department Head will make decisions regarding employee attendance subject to the final approval of the CAO.

(c) When a request for training is approved, the employee’s reasonable cost of registration, tuition, course materials, transportation, lodging and per diem will be paid by the Town. A report outlining the employee’s experience and opinion of the training must be

submitted to the Department Head upon request following the session.

27. PERSONAL VEHICLE ALLOWANCE AND TRAVEL EXPENSES

27.1 Whenever an employee is required to use a personal vehicle in the performance of official town business, the employee shall be compensated at such rates to be determined yearly by Town Council regarding:

- (1) A basic monthly allowance (Taxable), and/or
- (2) A per kilometre rate

Senior Staff are to refer to Travel and Conference Policy for Council and Senior Staff.

27.2 An employee who is only required to use their vehicle for town business from time to time and not on a regular basis shall be compensated at the rate of \$0.45 per kilometer.

27.3 The determination of which method under Section 23.1 shall be applicable to any particular staff position will be at the discretion of the Chief Administrative Officer.

27.4 Only personal vehicle use authorized by the employee's Department Head and approved by the Chief Administrative Officer will be compensated.

27.5 Driving to and from the usual work site is not compensable.

27.6 Compensable uses include attendance at out-of-town functions, training sessions and meetings.

27.7 When an employee is required to have more than one work site, or is required to travel in the normal course of work, mileage will be reimbursed for all trips which occur during the work day except for the original reporting to work and the final departure from work.

27.8 When an employee is required to attend meetings outside their normal working hours, they will be reimbursed for mileage from their point of departure to the meeting and from the meeting to their home.

27.9 For work sites, meetings, etc. located in Truro, compensation shall not exceed 32 kilometers from the point of departure to the work site or meeting location. For meetings, work site, etc. outside of Truro, mileage will be measured from the Town Hall or the employee's point of departure, to the location in question, whichever is the shorter. Whenever possible Google Maps will be used to measure the number of kilometers.

27.10 Employees' travel expenses shall be made on the Travel Reimbursement Forms provided through the Finance Office.

27.11 Use of Town Vehicle

An employee must obtain permission from their Department Head or the Chief Administrative Officer to use Town vehicles. A Town gasoline credit card or Town pumps will be used for gas. Any out of pocket expenses such as parking tolls, emergency repairs, shall be reimbursed upon presentation of receipts.

27.12 Out of Town Travel

The employee will be provided with transportation expenses for the mode of travel approved by the Chief Administrative Officer (bus, trains, Town vehicle, personal vehicle, etc.).

27.13 All authorized air travel on Town business shall be by Air Economy Fare.

27.14 Lodging

An employee's reasonable lodging expenses will be covered when traveling on Town business.

27.15 Travel Advance

All employees traveling on Town business shall receive in addition to transportation and lodging expenses, a per diem advance of \$45.00 per day (breakfast \$10.00, lunch \$15.00, dinner \$20.00) for each day of a conference, meeting, etc. An advance for travel will be subject to approval by the Department Head.

The purpose of the per diem is to cover ordinary expenses such as meals, and related incidentals. The total advance will be paid before the employee leaves. Upon return, the employee is required to account for the use of the per diem advance (receipts or a declaration of expenses incurred where receipts are not available). Any unused portion of the advance shall be returned to the Finance Office.

28. **PENSION PLAN**

28.1 The Town shall maintain a registered Pension Plan for its permanent employees.

28.2 An employee of the Town is required to join the Plan on the first day of the month after the employee completes one (1) year of continuous employment with the Town.

28.3 The terms and conditions of the Town Pension Plan are summarized in the Employee Booklet.

29. **OTHER EMPLOYEE BENEFITS**

29.1 All permanent employees shall be included in the following benefits package at the end of the employee's six month probation period, unless similarly covered. However, actual coverage will be governed by the company's rules and regulations with respect to its eligibility period provided for in the individual contract.

- (a) Life Insurance;
- (b) Accidental Death and Dismemberment Insurance;
- (c) Long Term Disability Benefits;
- (d) Health Care Benefits;
- (e) Dental Care Benefits - In special circumstances, with approval from the Town and the service provider, an employee may be granted exemption from participating in the Town's Dental Care Benefits program.;
- (f) Dependent Life Insurance.

29.2 (a) The premiums for each employee's long term disability insurance shall be paid entirely by each employee through payroll deductions.

(b) If an employee's premium for long term disability insurance is less than or equal to 50% of the aggregate of the premiums for long term disability, life, medical and dental insurance, the Town shall pay a sum equal to one-half of the premiums for that employee's long term disability, life, medical and dental insurance which payment shall be applied to the premium for the employee's life, medical and dental insurance and the employee shall pay the balance of the premiums for life, medical and dental insurance.

(c) If an employee's premium for long term disability insurance is greater than 50% of the aggregate of the premiums for long term disability, life, medical and dental insurance, the Town shall pay the full premiums for that employee's life, medical and dental insurance and shall pay the employee a sum equal to the difference between one-half of the premiums for the employee's long term disability, life, medical and dental insurance and the full premiums for the employee's life, medical and dental insurance. This sum

will be paid once yearly and included with the first pay period in December each year.

- (d) The intention is to have both parties pay equal amounts of all insurance premiums.

30. FUNERAL EXPENSE CONTRIBUTION

- 30.1 The Town shall contribute one thousand dollars (\$1,000) towards the cost of funeral expenses for any permanent employee who dies while actively employed with the Town.

31. JOB CLASSIFICATIONS, DESCRIPTIONS AND SALARY RANGES

- 31.1 The Town will maintain an up-to-date Job Classification Plan to provide a title, description, required qualifications and salary scale for all positions.

- 31.2 All job classifications are divided into scale. The salary scale for a job classification will provide salary differentials based on a job evaluation system.

- 31.3 Employee eligibility for a scale change will be determined by the CAO, in his or her absolute discretion, after receipt of the written recommendation of the employee's Department Head. Normally, such scale changes will be implemented for eligible employees annually.

- 31.4 Recommendations for re-classification of positions, the creation of new classifications or a revision of the salary scale for an existing classification shall be prepared by the Department Head and forwarded to the CAO for consideration. Generally a revised Salary Scale for an existing classification will only be made where the duties, responsibilities or volume of work of a job has substantially changed.

- 31.5 The Town of Truro has a Performance Appraisal Policy that ensures each employee shall be formally evaluated on an ongoing basis.

32. FINAL NOTE

- 32.1 This Personnel Policy encompasses most aspects of work in the Town of Truro. Department Heads should keep an up-to-date copy of this Policy available within their respective Departments at all times.

A MEMORANDUM WILL BE DISTRIBUTED TO ALL EMPLOYEES WHEN CHANGES, ADDITIONS OR DELETIONS TO THIS POLICY ARE MADE.

Appendix A

TOWN OF TRURO

DECLARATION OF CONFIDENTIALITY

I _____ hereby acknowledge that the information and documentation that I will be exposed to during my employment with the Town of Truro maybe privileged or confidential. I further acknowledge and agree that I will not, without appropriate authorization, access information that the town considers privileged or confidential, release such privileged or confidential information to any unauthorized persons, either during my term of employment or thereafter. I also acknowledge that a breach of this undertaking may result in my dismissal from the Town of Truro.

Date

Employee's Signature

I have explained the implications of signing the Declaration of Confidentiality to _____, and am fully satisfied he/she is aware of the necessity to hold the Town's affairs in confidence.

Date

Senior Staff's Signature

Appendix B

Written Warning/Reprimand

Confidential Memorandum

Date:

From:

To:

Re: Written Warning for (Unsatisfactory Job Performance or Inefficient Job Performance or Unacceptable Personal Conduct

1st paragraph

Notification that the letter serves as a written warning

The purpose for the written warning

Specific issues that are the basis for the warning

Previous steps taken to eliminate the unsatisfactory performance or the unacceptable conduct

2nd paragraph

The specific improvements or corrections that must be made to address the issues that are the basis for the warning

The time frame allowed for making the required improvements or corrections

The consequences of failing to make the required improvements or corrections

3rd paragraph

The employee's appeal rights

For permanent/part-time/seasonal/contract and probationary employees

This written warning may be appealed to the CAO within 15 workdays of receipt of this letter, only if alleging the letter contains inaccurate or misleading information or is in violation of the Human Rights Act for discrimination on the basis of race, religion, color, creed, national, ethnic, or aboriginal origin, political affiliation, sex, age, or disability.

Attach a copy of the Non Union Personnel Policy that refers to personal conduct. A copy of this letter shall be placed on the employee's personnel file.

Appendix C

Dismissal

Confidential Memorandum

Date:

From:

To:

Re: Dismissal for (Unsatisfactory Job Performance or Unacceptable Personal Conduct)

1st paragraph

Notice of Dismissal

The specific reason(s) for the dismissal (the specific rule or procedure violated or the performance which was unsatisfactory)

The effective date of the dismissal

2nd paragraph

Previous steps taken to eliminate the unacceptable conduct or unsatisfactory performance (previous disciplinary actions). For probationary employees, state the occasions where performance or conduct has not met expectations.

3rd paragraph

The Employee's Appeals Rights

For permanent employees: In accordance with the Non-union Personnel Policy, you have 15 workdays from the receipt of this letter to appeal your dismissal to the Chief Administrative Officer.

For probationary employees: As a probationary employee, this dismissal may be appealed to the Chief Administrative Officer within 15 workdays of receipt of this letter, only if alleging discrimination on the basis of race, religion, color, creed, national, ethnic, or aboriginal origin, political affiliation, sex, age, or disability.

4th paragraph

Advise the employee to contact the Finance Department concerning insurance and retirement contributions, if applicable.

Attach copies of any previous disciplinary action.

Appropriate copies should be placed on employee's personnel file.