



# ADMINISTRATION/FINANCE & PERSONNEL REPORT

To: Council

Meeting Date: May 28, 2024

Prepared by: Rik Louwagie  
Chief Administrative Officer

Date Prepared: April 25, 2024

Subject: Employee Manual Review and Update

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## Recommendation:

That the Council of the Township of Wellesley approve the 2024 Township of Wellesley Employee manual and rescind the 2018 Employee Manual.

## Summary:

The current Township of Wellesley Employee manual was approved by Council in 2018. Clause 31 of the manual states that a comprehensive review of the manual shall be completed prior to June in the year of an election. This review was not completed by administration prior to the 2022 election.

Staff have been working with the HR consultant to complete this review to create the draft attached to this report.

## Report:

The Township of Wellesley Employee manual is a comprehensive document which outlines the pertinent policies and procedures of the Township that affect employees. An employee manual is used to bring together employment and job-related information which employees need to know. It includes things such as holiday arrangements, company policies which go beyond statutory laws, discipline, and complaint procedures etc.

In 2022, staff completed a review internally of the employee manual but did not recommend any changes to Council at that time. Clause 31 of the employee manual states:

“The terms and provisions of this Manual shall be reviewed on a continual basis to incorporate individual changes implemented by Council and a comprehensive review of the Manual prior to June in the year of an election will be completed”.

Some policies have been approved by Council since the 2018 Manual was prepared which have been incorporated into this comprehensive review.

Some of the main revisions from the 2018 Employee Manual include:

- Adding Flexible Work Arrangements policy previously approved as well as additional definitions and wording to clarify working hours.
- Amendments to the Sick Leave provisions which cap the number of days permitted in an employee's sick bank and provides a cash allowance for unused sick days at termination of employment.
- Clarifying when Department Heads are eligible for Personal Days in lieu of overtime.
- Adjustments to vacation entitlement section consistent with trends in other municipalities and other sectors.
- Recognizing the Human Resources consultant as the point contact for employee complaints and concerns.
- Adjustments to vacation entitlement year and performance review/step increases dates.
- Removing monetary value cap on long-term disability while retaining the maximum 75% of salary. Insurance provider may require proof of physical eligibility for higher earning employees.
- Addition of fitness gym or walking track memberships as a taxable benefit for permanent employees.
- Change timeframe for review of manual to after an election rather than before an election.

Many of the changes are small and administrative in nature mainly for clarification purposes. However, some of the more significant changes require additional explanation.

**Amendments to the sick leave provisions in Section 5.4.**

The 2018 Employee Manual has no cap on number of days an employee could accumulate in their sick bank. In return there is no cash value to the sick bank. Staff are proposing placing a cap of 40 days on sick banks and in turn providing a 50% cash payout for sick leave remaining in an employee's sick bank on termination of employment. The purpose of the cap and cash payout is to encourage employees to build their sick bank thereby maximizing days at work. This will have a financial impact when employees terminate employment but should have little to no impact on operating budgets. There is typically a small window between when a position is vacated and refilled which would absorb the majority of any financial impact caused by the payout. This is beneficial to the municipality in that sick days accumulated in a sick bank are days that the employee was productively working.

**Adjustments to Vacation Entitlement in Section 7.2.**

The 2018 Manual has new employee entitlement set at two weeks vacation. Recruiting efforts over the past number of years have shown that most applicants seeking employment are demanding more than two weeks. In consultation with HR and reviewing other employers vacation entitlement offerings, three weeks has become quite common as a starting point for vacation entitlement. The proposed vacation entitlement schedule in the draft 2024 manual would start new employees at three weeks and slowly increase entitlement in years 5-9. At year 9, the employee would be entitled to 4 weeks which is consistent with the 2018 Manual. No increased vacation entitlement is being proposed after year 9 than what is currently offered in the 2018 Manual.

**Removing monetary value cap on long-term disability in Section 28.10.**

The 2018 Employee manual has a maximum of \$4500 per month for long term disability (LTD) claims. This maximum cap does not align with the 75% for a significant number of positions. Sunlife has indicated that an “Executives and Management Class” of LTD can be added which would increase the maximum cap to \$10,000 per month. For those that qualify for more than \$5,500 per month of benefit they would have to complete and submit a Statement of Health and would require underwriting to review and then either approve or decline the increase. The increase in premium for this coverage would be approximately \$1200/year which can be absorbed in the 2024 operating budget.

**Addition of fitness gym/walking track memberships in Section 28.11.**

Staff are recommending that all Regular Employees as defined in the employee manual be offered a free membership to the fitness gym or walking track as a taxable benefit. This would be on a voluntary basis with no requirement for the employee to accept the membership which would result in tax deductions from their pay.

Insurance premiums for health benefits for staff are partially determined by the amount of claims paid in the previous two years. The purpose of offering these free memberships is to promote health and wellness of staff which could result in lower use of other health benefits thereby controlling the benefit premiums the Township incurs.

**Review of Manual in Section 31.**

The 2018 Manual calls for review of the employee manual by June in the year of an election. Staff recommend the manual be reviewed following an election so that an outgoing council is not setting policy immediately before a new council may be elected. By reviewing the manual after the election, the incoming council has the opportunity to consider and approve any amendments to the manual.

If approved by Council, a copy of this revised manual will be given to all applicable staff and will be part of the Township’s orientation process for new staff. Having a written employee manual gives clear advice and direction to employees and creates a culture where issues are dealt with fairly and consistently.

**Township Strategic Plan:**

This report aligns with the Human Resources strategic goal to create a strong corporate environment that supports retention and succession planning for municipal staff.

**Financial Implications:**

There are two policy changes that would have direct financial impacts.

- 1- Amendment to sick leave payout will have a financial implication when employees terminate employment. This payout will generally have little to no impact on the operating budget since there is often a short period of vacancy before a position is refilled.
- 2- Amendment to Long Term Disability coverage will have an impact of approximately \$1200 annually plus any future increases. This will have a negligible impact on the operating budget in 2025 and beyond. All health benefits are pooled together in one premium and fluctuate year to year based on claims and market trends.

**Other Department / Agency Comments:**

The Senior Management Team and Human Resources have reviewed and approved of the recommended changes. All non-union staff have also had opportunity to review and provide input for consideration.

**Legal Considerations:**

N/A

**Attachment(s):**

2018 Employee Manual

Draft 2024 Employee manual

**Approved By:**

Rik Louwagie, Chief Administrative Officer

# 2018

## EMPLOYEE MANUAL



Rik Louwagie

Chief Administrative Officer

6/12/2018



## APPENDIX "A" OF THE EMPLOYEE MANUAL

### CODE OF ETHICS

The Corporation of the Township of Wellesley is an incorporated municipality in the Region of Waterloo in the Province of Ontario. It is the intention of the Council of the Township of Wellesley that the business and affairs of the Township be conducted in strict observance of both the spirit and letter of the applicable laws of Canada, Ontario and Wellesley.

The purpose of the Code of ethics is to ensure that all business and communications of the Township is conducted in an honest and ethical manner.

Employees shall:

1. Observe values of fairness, impartiality and equity (this includes fairness in dealing with the residents of the Township and the public in general and refusing offers of gifts or other offers that attempt to influence decisions) in the conduct of their employment.
2. Remain mindful of the professional nature of the Township council/employee relationship and maintain a separation between administrative and policy matters. In the event of a concern, employees will seek resolution through the complaint procedure outlined in the employee manual.
3. Keep confidential all information about clients, personnel, collective bargaining and any other matters specifically determined by Council motion to be matters of confidence including matters dealt with during Caucus meetings of the Council.

In areas of uncertainty, (e.g. proper interpretation of this Code or its applicability to a given situation) the employee should seek immediate clarification regarding the appropriate course of action from the Chief Administrative Officer or the Personnel Committee of Council.

- (a) All employees of the Township are responsible for the implementation and enforcement of this Code.
- (b) Every Employee will, as a condition of employment, confirm in writing his/her acceptance of this Code of Ethics.
- (c) All employees who learn or become aware of a violation of the Code will immediately report the matter to the Chief Administrative Officer or the Personnel Committee of Council

I \_\_\_\_\_ being an employee of the Township of Wellesley acknowledge that I have reviewed this Code of Ethics and I am aware of and understand the policies of the Township of Wellesley respect to all employee business and communications. I affirm my commitment to the above Code of Ethics of the Township of Wellesley.

Date at Crosshill, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Signature

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## **Vision Statement**

The Township of Wellesley is a sustainable community that preserves its heritage and culture while shaping its future.

## **Mission Statement**

To deliver quality services through leadership, innovation, partnership and community engagement in a fair and cost effective manner.



**THIS DOCUMENT SHALL APPLY TO ALL TOWNSHIP OF WELLESLEY EMPLOYEES. FOR UNION MEMBERS, THE CURRENT COLLECTIVE AGREEMENT SHALL TAKE PRECEDENT OVER THIS DOCUMENT WHERE APPLICABLE.**

**1) Definitions**

- (a) **“Regular Employee”** means any other person employed on a continuous full-time basis for at least thirty-five hours during a normal work week.
- (b) **“Department Head”** or **“Senior Staff”** means a regular employee who has the title of Chief Administrative Officer, Clerk, Director of Public Works, Director of Recreation, Treasurer Chief Building Official, Director of Planning or Fire Chief;
- (c) **“Part-time Employee”** means an employee who regularly works on a continuing basis for more than twenty-one hours during a normal work week but fewer hours than the hours worked by a regular employee in the same or similar assignment.
- (d) **“Casual Employee”** means:
  - i) a person who is regularly employed for not more than twenty-one hours during a normal work week.
  - ii) students employed during school/college/university vacation periods
  - iii) students enrolled in a cooperative education program
  - iv) a person employed to undertake a specific function that is for a definite term or task or which is seasonal in nature (eg. Person filling in for an employee on parental leave etc.)
  - v) A person employed under an employment incentive program financed fully or partially through Federal or Provincial Funding.
- (e) **“Service”** means the length of continuous service (in months) with the Township dating from the last date of hire as a regular or part time employee. Service for part-time employees will be calculated by using 152 hours as representative of the average monthly hours worked by a full-time employee. Casual employees will not accumulate service.

**2) Hours of Work**

- (a) The normal work week for regular employees is set out below and shall be inclusive of two (2) ten minute breaks, but exclusive of a one (1) hour lunch period.  
The provisions of this article are intended only to provide a basis for calculating overtime (if applicable) and shall not constitute a guarantee of either hours per day or per week or working schedules. Office Hours are 8:30am to 4:30pm
  - i) Department Heads
    - (1) Normal Work Day – 7 hours
    - (2) Normal Work Week – 35 hours, Monday to Friday
    - (3) Normal Working Hours – 8:30am to 4:30pm  
(which provides for a one hour unpaid eating period)
  - ii) All other Regular Employees
    - (1) Normal Work Day – 7 hours
    - (2) Normal Work Week – 35 hours, Monday to Friday
    - (3) Normal Working Hours – 8:30am to 4:30pm

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(which provides for a one hour unpaid eating period)

Work hours may vary at times for special circumstances as required by the Department Head with a minimum of one (1) week notice to the regular employee unless otherwise agreed upon.

iii) **Part-time Employees**

Normal working hours may vary depending on the function performed. Working hours will be scheduled as directed by the Department Head with a minimum of one (1) week notice unless otherwise agreed upon.

iv) **Casual Employees**

Working hours may vary depending upon the function performed. Work Hours and Scheduling will be determined by the Supervisor.

3) ***Probationary Period***

- (a) The probationary period for Department Heads shall be nine months of active employment
- (b) The probationary period for regular employees and part-time employees shall be six months of active employment
- (c) Any leave granted, except earned vacation, during the probationary period shall not form part of the probationary period for the purpose of evaluating acceptable job performance.
- (d) The probationary period for any employee shall start on the date on which the employee commenced regular or part-time employment in the position. Continued employment shall depend upon satisfactory completion of the probationary period and continuation of acceptable job performance. The probationary period may be extended if deemed necessary by the Chief Administrative Officer.
- (e) Casual employees will be subject to ongoing assessment.

4) ***Flexible work schedule, time-in-lieu, overtime pay, sick leave and use of personal days***

(a) Flexible work

A flexible work schedule is not intended to provide an avenue to accumulate time away from the office. Its purpose is to provide some flexibility to accommodate occasional appointments etc. for the employee or to allow for occasional extended hours to complete a task.

- i) Regular employees may, subject to the approval of their supervisor, be permitted to vary (flex) their normal work schedule under the following criteria:
  - a) any flex time permitted shall be used within the current or next pay period;
  - b) If the flex time cannot be used within the current or next pay period, the employee shall be paid overtime or use vacation or sick time, as appropriate, in accordance with this manual;
  - c) an unpaid eating period of at least one-half (1/2) hour shall be taken after no more than five (5) working hours where possible; and
  - d) no more than four (4) hours of flex time shall be accumulated at any one time.
- ii) When considering permitting flex time, the Department Head shall, whenever possible ensure that two (2) employees are present.
- iii) When considering permitting flex time, the Department Head will first ensure office core

hours are staffed adequately.

iv) Flex time shall be encouraged rather than overtime pay whenever possible.

(b) Time in Lieu

i) Department Heads are entitled to one (1) Personal day per month in lieu of overtime for attending meetings and training outside of normal business hours. Personal days in lieu of overtime are not permitted to be paid out as cash value nor accumulate this day from one month to another. This Personal Day shall only be granted if the Department Head has accumulated overtime hours in excess of the lieu day.

(c) Overtime Pay

i) Department Heads shall not receive any overtime pay.

ii) When the task in any area cannot be completed during the standard hours, or if unusual circumstances arise, the supervisor may require or provide approval for extra hours to be worked. In this circumstance all other regular employees, except as permitted in the Flexible Work Schedule section, shall be paid in the following manner:

1) for any hours worked after 35 hours in one week, on the basis of straight time

2) for any hours worked in excess of 44 hours in one week, on the basis of time and one-half

3) All overtime must be approved by immediate Supervisor or the Chief Administrative Officer.

iii) Call Back

Any employee, except a Department Head, who has left his/her place of work but is called back to work outside his/her regular hours or outside overtime hours immediately before or after his/her regular hours, shall be paid for the actual hours worked or for a minimum of three hours, whichever is greater, at his/her appropriate rate.

(d) Sick Leave

i) All Regular Employees shall be entitled to twelve (12) sick days per year cumulative with no cash payout.

ii) All other employees will be entitled to sick leave as per current legislation.

(e) Personal Days

i) All regular employees are entitled to two (2) personal days in each calendar year to be taken by the employee to deal with personal matters, to be used in that calendar year. In no instance shall the time taken by the employee be less than one-half of a normal work day.

5) ***Paid Holidays***

(a) This section applies to Regular, Part-time and Casual Employees

(b) Casual Employees shall be entitled to paid holidays equal to the Public Holidays set out in the Employment Standards Act, namely; New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, and December 26<sup>th</sup>.

(c) Regular and Part-time Employees shall be entitled to Paid Holidays, namely; New Year's

Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and December 26<sup>th</sup>.

The office shall close at noon on the last working day before Christmas Day and New Year's Day. Employees will receive their regular pay for the remainder of those days.

- (d) Whenever any of the paid holidays fall on a Saturday or Sunday, and are not proclaimed as being observed on some other workday, the following Monday and/or Tuesday shall be deemed to be the holiday, unless otherwise specified by Council.
- (e) For Regular and Part-time Employees payment for the holiday shall be equal to the employee's regular daily earnings.
- (f) In order for Regular and Part-time Employees to qualify for payment for the above holidays, an employee is required by law to work their scheduled shift the day before and the day after a statutory holiday. Scheduled vacation days will count as having worked the regular shift. An employee is generally considered to have "reasonable cause" for missing work when something beyond his or her control prevents the employee from working. Employees are responsible for showing that they had reasonable cause for staying away from work. If they can do so, they still qualify for public holiday entitlements. A phone call to the Department Head before the start of the regular shift may be adequate. An email or text will not be accepted for the purpose of this clause. The Department Head will determine if further evidence is required to show reasonable cause such as a doctor's note or other documentation. Any costs for required documentation would be the responsibility of the employee.
- (g) If a Regular or Part-time Employee is required to work on any of the holidays listed in (c) above, he/she will be paid at the rate of one and one-half times the base rate for the hours worked in addition to the paid holiday, which may, with the written agreement of the employee, be substituted by another working day in lieu of payment for the paid holiday.
- (h) For Casual Employees, holiday pay shall be calculated as per current legislation.
- (i) If a Casual Employee is required to work on a paid holiday, he/she shall be paid at the rate of one and one-half times the base rate for hours worked.

## **6) *Vacation***

- (a) Vacation credits shall be applied for regular employees as entitled in this section.

A regular employee may, with the consent of his/her supervisor, take vacation at any time, providing sufficient credits are available to cover the absence, regular employees, unless otherwise agreed upon at the time of hire, shall receive:

- i) A basic holiday of ten days per annum with pay
  - ii) After completion of four years of continuous service, 15 days per annum with pay
  - iii) After completion of nine years continuous service, 20 days per annum with pay
  - iv) After completion of fourteen years of continuous service, 25 days per annum with pay
  - v) After completion of twenty years of continuous service, 30 days per annum with pay
  - vi) After completion of twenty-five years of continuous service, 35 days per annum with pay
- (b) During the first year of employment, vacation credits shall be accumulated and applied as they are earned. In subsequent years, employees will be allowed their full vacation allotment on their anniversary date. However, upon termination of employment an employee shall only be paid any vacation credits calculated on the basis of his/her vacation

- entitlement. For clarification, this means that even though an employee is allowed the full vacation allotment on the anniversary date, the vacation is not actually earned until the employee has worked the full year. Upon termination of employment, vacation credits earned would be calculated based on the portion of the year that has been worked and will be paid out accordingly. Should an employee use more vacation than they have earned prior to their termination date, the employee would be required to reimburse the Township.
- (c) Regular employees shall be allowed to carry over a maximum 10 days of vacation credits. No carryover beyond this limit will be permitted without the approval of the Department Head.
  - (d) No more than two consecutive weeks of vacation can be taken at one time. However, if the vacation of other employees is not affected and efficient operation of the municipality can be maintained, a regular employee may, with the approval of the Department Head, be allowed to take a vacation that is longer than two consecutive weeks. In spite of this provision no regular employee shall be allowed to take a vacation that exceeds four consecutive weeks.
  - (e) When a paid holiday (Statutory Holiday) falls during the vacation period, one additional Day shall be granted at a time convenient to the Township and the employee.
  - (f) If a regular employee becomes hospitalized during vacation, he/she may be granted alternative vacation days equivalent to the number of working days hospitalized providing:
    - i) The employee was hospitalized in a recognized institution and verification of this is received.
    - ii) The alternative days are taken at a time mutually convenient to the employee and his/her supervisor.
  - (g) Regular employees shall not earn vacation credits if any one of the following conditions apply:
    - i) If the employee is on long-term disability.
    - ii) If the employee has been granted a leave of absence without pay and it is anticipated the leave of absence will exceed fifteen working days.
  - (h) Part-time employees and casual employees shall receive vacation pay as per current Legislation.

## 7) ***Conflict of Interest and Confidential Information***

- (a) This section applies to all Regular Employees, Part-time Employees and Casual Employees.
- (b) Regular and part-time employees are required to sign the Township Code of Ethics. (Schedule "A" attached).
- (c) The Township believes that a conflict of interest exists if an employee of the Township of Wellesley lets his/her personal interests interfere with his/her job performance in serving the interest of the Township of Wellesley. The Township expects that an employee of the Township would not accept a gift, present or favour which could place the employee under obligation to the donor. The Township also expects that an employee will not engage in activities that will interfere with the employee's regular duties or are such that the employee has an advantage derived from employment with the Township.
- (d) The Township recognizes that many employees, in their day-to-day activities as employees of the Township of Wellesley, deal with items that are confidential in nature. In some

instances these items become so routine that employees tend to overlook the fact that information which seems insignificant to them may have serious implications if it is divulged, even to friends, relatives or fellow employees. Many Township employees, in their day-to-day activities, find out a great deal regarding the private affairs of Township citizens or other sensitive information. Employees are required to not divulge this information.

- (e) The Township recognizes that employees interact on a daily basis with members of the general public, officials in other operations, volunteers and other employees. All employees are expected to conduct themselves in a manner that does not bring discredit on the Corporation.
- (f) Every regular employee and every firefighter who holds the position of District Chief shall, as a condition of employment, confirm his/her acceptance of the Township's Code of Ethics attached as [Appendix "A"](#) of this manual.
- (g) A substantiated breach of the guidelines outlined in (c), (d) or (e) above shall result in disciplinary action up to and including termination.

## 8) *Employee Complaints*

- (a) This section applies to all Township Employees with the exception of Paid-On-Call Firefighters and employees who are members of CUPE Local 1542.
- (b) It is recognized that in any organization, it is difficult to avoid occasional misunderstanding and complaints. When such incidents occur, it is the desire of the Township of Wellesley that employee concerns be dealt with and resolved as quickly as possible.
  - i. Prior to submitting a formal complaint the employee will discuss the matter with his or her immediate supervisor. This will occur within ten (10) days of the incident that gave rise to the concern.
  - ii. If a mutually satisfactory understanding is not reached and the matter remains unresolved, the employee may present their complaint to the next level manager. This will occur within five (5) days of discussing the matter.
  - iii. Upon receipt of the complaint, the next level manager will confirm that Step 1 has been completed.
  - iv. The next level manager will hold a meeting to discuss the matter with the individual and his/her supervisor.
  - v. The next level manager will deal with the matter and notify the employee and supervisor of his/her decision in writing within five (5) days of holding the meeting.
  - vi. If the employee is not satisfied with the decision made by the next level manager, he/she may submit a formal complaint to the Human Resources Committee. The Clerk will receive complaints and convene the Committee.
  - vii. The Human Resources Committee shall consist of all Department Heads except for the Chief Administrative Officer
  - viii. The formal complaint must be submitted in writing within five (5) days of receiving the written decision from the next level manager.
  - ix. The Human Resources Committee will meet to review the complaint within five (5) days of receiving the formal complaint.
  - x. If the complaint is directed at a member of the Human Resources Committee that member will not be part of the committee for the review of the complaint.



- xi. The Human Resources Committee will notify the employee and supervisor of the Committee's decision in writing within five (5) days of meeting to review the complaint.
- xii. The decision of the Human Resources Committee is final.

**9) *Personnel Files***

- (a) This section applies to Regular Employees, Part-time Employees and Casual Employees.
- (b) Any employee, after giving reasonable notice, may, in the presence of his/her immediate supervisor and the Chief Administrative Officer or his/her designate, review his/her personnel file during regular office hours.
- (c) All disciplinary letters and documents shall be removed from the employee's file and shall not be used by the Municipality in any other matter, after twenty-four (24) months from the date of the incident. For issues that may be considered by either party to be resolved, the employee may request and the Chief Administrative Officer may agree to remove any document from the employee's file in a shorter period of time than twenty-four (24) months, as mutually agreed between the employee and the Chief Administrative Officer.

**10) *Employee Lay-Off and Recall***

- (a) This section applies to Regular Employees, Part-time Employees and Casual Employees.
- (b) Where a "lay-off" is necessary within a particular work area, employees with the greatest amount of service that are part of the regular or part-time work force will be retained in that work area providing the employees are qualified in all respects to fill available positions.
- (c) In the event of an increase in the work force following a lay-off, the recall of persons shall be on the basis of the greatest amount of service, provided employees recalled are qualified in all respects to perform the work available.
- (d) Before implementing the lay-off of employees who are part of the regular or part-time work force, the Township will investigate alternative suitable employment for these employees with the Township. A "suitable" employment opportunity shall be a vacant position for which the employee is fully qualified. An employee who accepts an alternative position in order to avoid a lay-off shall forfeit the right to recall.
- (e) An employee who is laid off shall retain but not accrue service during the lay-off. Recall rights shall cease when an employee has been laid off for a continuous period of three months in the case of an employee with less than one year of service, six months in the case of an employee with one year but less than five years of service and twelve months in the case of an employee with more than five years of service.

**11) *Termination of Employment***

- (a) This section applies to Regular Employees, Part-time Employees and Casual Employees
- (b) An employee shall no longer be considered an employee of the Township and where applicable, shall lose all service if he/she:
  - i) Voluntarily leaves the employ of the Township.
  - ii) Is discharged and not reinstated through the procedure available for dealing with employee complaints.
  - iii) Is laid-off and recall rights under clause 10(e) have expired.
  - iv) Is absent from work without permission for three consecutive working days unless the

- employee gives an explanation satisfactory to the Township.
- v) Fails to return to work within seven calendar days after being recalled from lay-off by notice sent by registered mail or delivered by hand, unless the employee gives an explanation satisfactory to the Township.
  - vi) Is absent from work due to illness or disability for a period of twenty-four months after exhaustion of sick leave.
  - vii) Is absent from work for a period of thirty-six months due to injury covered by the Work Safety and Insurance Board.
  - viii) Fails to return to work upon termination of an authorized leave of absence unless a reason satisfactory to the Corporation is given, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted.
  - ix) Fails during a prolonged leave of absence due to sickness or disability, to provide a satisfactory medical certificate to verify continuance of sickness or disability as requested.

## **12) Performance Evaluations**

- (a) This section applies to Regular Employees, Part-time Employees and Casual Employees.
- (b) Progression through the Township's salary schedule, which applies to Regular and Part-time Employees is dependent upon job performance that shall be based upon a performance evaluation completed by the employee's immediate supervisor and related to specific job functions.
- (c) Regular employees, whether or not they are at job rate, and who remain in relatively the same position in spite of a change in their job title, shall have their performance evaluation on the date of hire and will have a written as well as an oral performance evaluation.
- (d) All regular employees promoted to other positions shall have their performance evaluation date (the date when they receive the formal evaluation upon which progression through the salary schedule has been based) set as the date of promotion for future reviews.
- (e) Part-time employees shall be treated in accordance with (c) or (d) above except the part time employee shall not be eligible for a step increase until the completion of 1820 hours worked.
- (f) Unless there are special arrangements at the time of hire or promotion, a new or promoted regular employee or part-time employee, even though the individual may receive performance evaluations shall only be entitled to the opportunity for progression through the salary schedule at the time of his/her performance evaluation date set out in (c), (d) and (e) above.
- (g) The employee shall have a full opportunity to discuss the performance evaluation with the supervisor and shall acknowledge the discussion by signing the performance evaluation which is attached as Appendix "C" to this manual.

## **13) Salary Policy**

- (a) This section applies to Regular and Part-time Employees
- (b) The purpose of this policy is to reiterate that the merit principle is a fundamental part of the Township's corporate philosophy by emphasizing pay for performance, encouraging an achievement-oriented environment, granting flexibility to reward employees according to performance and providing incentives to excel. The ranking of positions in the salary schedule was developed by taking into account levels of responsibility and authority as



well as the qualifications and experience required to carry out the functions of the job and the requirement of *Pay Equity* legislation. The classification takes into account market conditions, prevailing relationships between standard municipal positions and organizational anomalies particular to Wellesley.

- (c) The following objectives were used to develop the salary grid, which is attached as **Appendix “D”** of this manual:
  - i) Salary grades should permit a progression from a stipulated minimum to a maximum and should cover each class of positions considered to have a similar level of responsibility and requirements.
  - ii) The grid should reflect, within reasonable limits, salary levels that will allow the Township to attract and retain persons capable of meeting the requirements of the position and in order to meet this objective Chief Administrative Officer will review the adequacy of the salary grid as a whole on an annual basis to determine what across-the-board adjustment is required in order to reflect changes in competitive and community salaries, including cost of living, economic conditions and other factors.
- (d) Each job is presumed to have a full competency level, which is the level of achievement at which a properly qualified employee, who has, over a period of years, demonstrated increasing competence and who capably and consistently performs all the requirements of the position, may be paid.
- (e) Advancement from one step to another on the grid will only be considered for employees whose performance evaluation demonstrated their sustained performance meets the positions requirements.
- (f) Annual Internal Equity Review Policy
  - i) This section applies to Regular Employees
  - ii) The purpose of this policy is to ensure that the internal equity plan remains current.
  - iii) The Department Head will conduct an annual maintenance review on current positions.
  - iv) New positions will be rated and positions that have had substantial changes in skill, effort, responsibility or working conditions may be submitted by the employee or Department Head for review by the Human Resource Consultant.
  - v) A Maintenance Review Form must be reviewed and approved by the Department Head
  - vi) If the maintenance review results in a change in pay grade, the corresponding change in salary will be effective January 1, of the following year.

#### **14) Nepotism Policy**

- (a) The immediate relatives of Employees and Elected Officials will not be employed by a department of the Township in any capacity, under any of the following circumstances:
  - i) Where one of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other
  - ii) Where one party would be responsible for auditing the work of the other
  - iii) Where both parties would report to the same immediate supervisor
  - iv) Where other circumstances might lead to potential conflict among the parties or conflict between the interest of one or both parties and the best interests.
- (b) The following exemption relates to the Fire Department:
  - i) Promotions and discipline of relatives would be assigned to a non-related Deputy Chief or the Fire Chief of the involved relative. Any Officer involved with a relative would be

required to declare a conflict of interest and be excluded from any promotional or discipline process for the Fire Department.

**15) *Hiring, Performance Evaluation Dates and Promotions***

- (a) This section applies to Regular and Part-time employees
- (b) Employees shall be hired as follows:
  - i) Start rate in the range for the job unless their current salary, experience or other factors make that rate uncompetitive.
  - ii) The immediate Supervisor shall recommend the hiring step to the Chief Administrative Officer before the offer of employment is made. The Chief Administrative Officer will make the final decision.
- (c) Performance evaluation dates shall be established in accordance with Section 12 (c) and (d)
- (d) No salary increase as noted in Section (e) below shall be processed unless a performance evaluation has been properly completed, reporting performance that meets expectations, exceeds expectations or is exceptional.
- (e) Employees eligible on the basis of service for an increase to the next higher step in the grid will receive that increase on the anniversary of their evaluation date if recommended and supported by the Department Head and supported by the Chief Administrative Officer.
- f) Where an employee's performance is below the desired standards, the Department Head may defer an increase to the next higher step in the range. The deferral must be for a specific period of time (eg. 3 months) and the employee must be advised in writing of performance expectations and the possible consequences of his or her continued unsatisfactory performance. Job performance must be reviewed again before the period of time has expired and a decision made regarding the increase recommendations (eg. Submit or defer again). Any increase must be approved by the Chief Administrative Officer.
- (g) Promotions shall be dealt with as follows:
  - i) Employees promoted to a position that is classified higher than their present position shall move to a step in the new range that provides an increase.
  - ii) The increase shall be effective on the date of promotion and subsequent increases shall be based on the new performance review date.
  - iii) Regular and part-time employees may appeal decisions made under the salary policy section. Any employee who does not feel he/she has been treated fairly or according to Township policies may take the steps set out in Section 8.

**16) *Position Vacancies***

- (a) This section applies to Regular, Part-time and Casual Employees.
- (b) Whenever vacancies occur in the various departments of the Township of Wellesley, notice of such vacancies, together with the required qualifications and job rate, will be posted on the bulletin boards for a period of five working days. Unless the Chief Administrative Officer determines otherwise, while the posting is taking place the position shall also be advertised externally. Posting and advertising requirements may be waived by the Chief Administrative Officer if it is deemed appropriate that a vacancy could be suitably filled by a Township employee with an occupational injury requiring modified work either on a temporary or permanent basis.
- (c) If the vacancy involves a temporary appointment to fill in for an employee (eg. Maternity

leave, long-term illness) the position may be filled by transfer or promotion of a regular or part-time employee without posting but such transfer or promotion is subject to the approval of the Chief Administrative Officer.

- (d) When vacancies are being filled, prime consideration shall be given to the applicant's qualifications and ability to do the job satisfactorily. Where these factors are relatively equal among applicants, employee service, if applicable, shall also be a factor.

## **17) *Vehicle Allowance***

- (a) This section applies to Regular, Part-time and Casual Employees.
- (b) For purposes of this policy "distance necessarily travelled" shall mean all distances travelled for the sole purpose of Township business, except distances required when travelling from an employee's residence to the facility to which they normally report.
- (c) If an employee, as a result of the nature of his/her duties, is required to investigate situations on a twenty-four hour basis (eg. road conditions) he/she may be authorized to take a Municipally owned vehicle home during the period that he/she is expected to provide twenty-four hour coverage.
- (d) In spite of Section (b) above, Department Heads, who do not receive overtime pay when attending to duties outside of their normal working hours, "distances necessarily travelled" shall include the distance between their residence and the facility to which they normally report if they are required to attend meetings/appointments after their regular working hours and there has been time between the end of their regular working day and the meeting/appointment for them to travel to their residence.
- (e) All employees referred to in Section (a) shall be entitled to a vehicle allowance by Council resolution, for all distances necessarily travelled in carrying out the requirements of Township business. Refer to Vehicle Use Policy # 33

## **18) *Expense Allowance when attending Conferences/Seminars***

- (a) This section applies to Regular and Part-time Employees.
- (b) Employees authorized by their Department Head or Chief Administrative Officer to attend a conference or seminar will be reimbursed for expenses incurred in accordance with the following provisions:
  - i) Employees will be paid a vehicle allowance at the rate in effect at the time of travel, for all distances necessarily travelled in order to attend the conference/seminar or the actual cost for public transportation in which case a receipt is required. An attempt should be made to use the most economical means of travel with due regard for convenience.
  - ii) Employees will be reimbursed for actual hotel/motel cost for a standard room at the hotel/motel designated as the conference hotel or alternate hotel. In the event the employee chooses to stay at another hotel/motel, reimbursement will be limited to the per night cost for a standard room at the conference hotel. A receipt is required.
  - iii) The Township will pay the registration cost in advance or the employee will be reimbursed for his/her registration fee upon production of a receipt. Whenever possible, other expenses will also be prepaid such as parking/accommodations.
  - iv) Employees will be paid a maximum of \$85.00 per day for meals not covered in the Registration Fee. Employees claiming meal expenses are required to produce receipts for the expenses incurred.

- v) Employees will be reimbursed for sundry expenses such as taxi, parking and job related telephone calls at cost. Receipts must be produced. Personal telephone calls will be reimbursed to a maximum of \$10.00.
- (c) An employee authorized to attend a conference/seminar, providing he/she makes a formal request at least five days in advance, may request an advance representing up to 75% of the estimated cost of items (i) and (v) above for which the employee is expected to make the initial payment.

**19) Staff Training and Development/Conventions**

- (a) This section applies to Regular, Part-time and Casual Employees
- (b) Attendance at all training / courses shall receive prior approval of the Department Head or Chief Administrative Officer. Any events exceeding \$2,000.00 must be approved by the Chief Administrative Officer.
- (c) Should an employee not successfully complete a training/course, the Township will pay for the cost of not more than one re-examination. Any subsequent attempts will be at the employee's expense.
- (d) Employees interested in taking evening, correspondence or similar courses shall, subject to the availability of funds, be granted a refund of the tuition fees and related course material, if necessary, provided with a leave of absence with pay to write an examination if the examination must be written during the employee's normal working hours provided that:
  - i) The course is directly related to the present job or future potential job with the Township.
  - ii) The course is given by a recognized educational institution or municipal organization eg) AMO; AMCTO
  - iii) The Employee has submitted detail of the course to the Department Head, prior to commencement of the course and the cost of the course is within the budget provisions.
  - iv) The employee has provided proof of successful completion (final transcripts of passing marks or proof of 75% attendance in courses where there is no formal examination).
- (e) In the event that an employee should terminate his/her employment less than 3 months following completion of any training/course the employee will be required to reimburse the Township for the full cost of the training/course.

- 20) Travel time to and from meetings and/or training-** Travel time to and from **required** training and/or meetings at a location other than the regular workplace will be considered work time for hourly employees as per ESA whether the employee leaves from the regular workplace or from home depending on the circumstance. Travel time to and from training that is not required by the employer will not be considered work time. For example, if an employee takes training in order to improve their chances for a promotion, it would not be considered work time since it is not required for their current position. Conferences will also not be considered required training unless attendance is specifically required in order to be qualified for the position the employee holds. If an employee is provided with a hotel room the night before training in order to avoid early morning travel, drive time will only be paid from the hotel to the training course, not drive time to the hotel. Vehicle allowance would still apply.

## 21) *Leave of Absence*

- (a) Personal Leave for regular, part-time and casual employees is defined as leave of an employee without pay approved by the Chief Administrative Officer.
- i) Personal leave may not be granted for a period of more than thirty calendar days unless authorized by Council.
  - ii) If the personal leave exceeds ten working days, the employee, if he/she has benefit coverage, must pay the total premiums for Group Life, Extended Health, Dental, Long Term Disability and Short Term Disability coverage prior to the commencement of the leave.
  - iii) If the personal leave exceeds ten working days, the remaining vacation credits shall be reduced by 8.33% per month of absence or part thereof.
  - iv) Normally, if the employee is enrolled in OMERS, neither the employee nor the Township will make OMERS contributions during the period of leave of absence. The employee may arrange with OMERS to contribute for the broken service on behalf of the employee and the Township, subject to OMERS regulations.
- (b) Medical Leave of Absence for Regular Employees is defined as time off allowed for absence due to sickness or injury unrelated to work to a maximum of one hundred and nineteen days from the commencement of the absence or until the employee's sick leave credits are exhausted, whichever is the greater.
- i) A medical leave of absence shall normally be granted to regular employees who are absent from work because of disability due to sickness or injury unrelated to work.
  - ii) In order to qualify for short-term disability income, employees are required to notify their immediate supervisor of their inability to be at work because of sickness or disability.
  - iii) Employees may be required to produce details of sickness or disability in the form of a medical certificate from a qualified medical practitioner.
  - iv) Income protection for regular employees on medical leave of absence shall be in benefit coverage where applicable and will be maintained by the Municipality, subject to the provisions of the Collective Agreement, for employees absent on Workers' Compensation and Long Term Disability, for a period of time equal to the length of their seniority at the time of the commencement of the absence, or for thirty (30) months, whichever is the lesser. The Municipality will not participate either in full or in part towards the premium cost for any part of the employee benefit program when an employee is off unpaid for any reason in excess of sixty (60) calendar days except for:
    - An employee on maternity leave, as per current legislation,
    - An employee on parental leave, as per current legislation,
    - An employee in receipt of LTD benefits,
    - An employee on lay off, to a maximum of six (6) months, subject to the provisions of the Collective Agreement.
  - v) While a regular employee is on a medical leave of absence as defined above, the benefits enjoyed by the employee at the commencement of the absence shall continue in effect, providing the employee pays his/her share of premiums (if any) monthly in advance.
- (c) Occupational Medical Leave for Regular, Part-time and Casual employees is defined as



time off allowed for absence due to illness or disability sustained by the employee in the course of his/her employment.

- i) Income protection for regular employees, part-time and casual employees on occupational medical leave shall be in accordance with the provisions of the Workplace Safety and Insurance Board (WSIB).
  - ii) While a regular employee is on occupational medical leave the benefits enjoyed by the employee at the commencement of the absence shall continue in effect, providing the employee pays his/her share of premiums (if any) monthly in advance for a period of up to thirty-six months from the original date of illness or disability.
  - iii) All permanent full time employees must participate in the Ontario Municipal Employee's Retirement System (OMERS). Temporary employees are not eligible for participation in OMERS unless required by OMERS. Contributions to the OMERS plan are in accordance with the rules and regulations of the plan as amended from time to time.
- (d) Pregnancy or Parental Leave for Regular, Part-time and Casual employees shall be a leave of absence without pay for pregnancy or parental leave in accordance with the *Employment Standards Act*.
- i) Benefit coverage, vacation entitlement and service, if applicable, will be maintained in accordance with the requirements of the Act.
  - ii) If the employee is enrolled in OMERS and wishes to contribute to OMERS during the pregnancy/parental leave, the employer will match the contribution for the period involved. If the employee does not wish to contribute to OMERS she/he can elect not to. In the event she/he wishes to purchase OMERS for the period of the leave at a later date, the employee will have to pay both the employer and employee contributions for the period involved.
- (e) Bereavement Leave applies to Regular, Part-time and Casual Employees
- i) Employees will, upon request, be granted a paid leave of absence for regular hours during which the employee has been scheduled to work, immediately following the death for the purpose of arranging and/or attending a funeral or memorial service as follows:

<u>Relationship</u>	<u>Entitlement</u>
Spouse, Child, Mother, Father, Brother, Sister, Mother-in-Law, Father-in-Law	5 days
Daughter-in-Law, Son-in-Law, Grandchild, Grandparent, Spouse's Grandchild, Spouse's Grandparent	2 days
Brother-in-Law, Sister-in-Law, Aunt, Uncle, or to serve as Pallbearer	1 day*

\* To attend the funeral or memorial service. The employee will be entitled to a full day off work with pay to attend the funeral if the funeral occurs on a scheduled work day.

- (f) Leave for Jury Duty applies to Regular, Part-time and Casual Employees
- i) Employees who are required to serve as a juror or subpoenaed as a witness in any court in Ontario shall be granted a paid leave of absence for regular hours during which the employee has been scheduled to work.
  - ii) The employee shall be excused from work for the part of each day that the employee shall actually render service as a juror or as a witness.

- iii) Upon completion of his/her jury duty or witness service, such employee shall present a satisfactory certificate showing such period of service. The employee will be paid his/her regular earnings for the hours during which the employee has been scheduled to work provided she/he deposits with the Treasurer of the Township the full amount of compensation from the courts, excluding mileage and traveling expense for the hours during which the employee was scheduled to work. If the employee presents his/herself for selection as a juror and is not selected, then she/he shall be required to return to his/her regular employment to complete the remaining normally scheduled work period.
- (g) Family Medical Leave A regular full time and part time employee is entitled to, under the Employment Standards Act, 2000 regulations, family medical leave, unpaid, job protected leave of up to eight (8) weeks in a 26 week period. Family medical leave may be taken to provide care or support to certain family members and people who consider the employee to be a like family member in respect to whom a qualified health practitioner has issued a certificate indicating that he/she has a serious medical condition with a significant risk of death occurring within a period of 26 weeks. The medical condition and risk to death must be confirmed in a certificate issued by a qualified health practitioner. An employee must inform the employer in writing that he or she will be taking a family medical leave of absence. If an employee has to begin a family medical leave before notifying the employer, he or she must inform the employer in writing as soon as possible after starting the leave. If the employee does not take the eight-week leave all at once, the employee is required to provide notice to the employer each time the employee begins a new part of the leave.
- Further:  
The Employer will not pay wages when an employee is on family medical leave. Employees who take family medical leave are entitled to the same rights as employees who take pregnancy or parental leave.
- (h) Regular Employees who are on either Short Term or Long Term Disability Leave under Section 20(i) or 20(j) shall have their employee benefits administered on the following basis:
- i) The benefits enjoyed by the employee at the commencement of the absence shall continue in effect, providing the employee pays his/her share of premiums (if any) monthly in advance, for a period of up to twenty-four months from the original date of illness or disability.
  - ii) No OMERS contributions will be made by either the Township or the employee while the employee is on long-term disability since provision is made under the OMERS plan for disability pension or a waiver of contributions during the period of disability.
- i) Short Term Disability that will pay 75% of the weekly earnings for a maximum of seventeen weeks from date of illness or accident beginning:
- On the first day if an accident
  - On the fourth day if an illness
- j) Long Term Disability that pays 75% of the employee's normal monthly salary (as determined by taking the amount in the Group Life Insurance and dividing by 24 to a maximum of \$4,500 per month if the employee is incapable of performing any kind of work because of illness or disability with the coverage coming into effect after a

seventeen week (one hundred and nineteen calendar days) waiting period or when the sick leave credits accumulated in accordance with (i) above are exhausted, whichever is the greater.

## 22) ***Retirement***

- (a) This section applies to Regular, Part-time and Casual Employees
- (b) A regular and part-time employee's normal retirement date shall be the last day of the month in which the employee reaches his/her 65<sup>th</sup> birthday.
- (c) An employee may request early retirement in accordance with the provisions of OMERS.
- (d) Regular and part-time employees may apply for a casual position following retirement, providing they are fully qualified.
- (e) Casual employees may be retained for a further period beyond the last day of the month in which they reach their 65<sup>th</sup> birthday on a month to month basis at the discretion of the Township providing:
  - i) The employee requests the extension of employment beyond retirement age at least three months prior to his/her retirement date.
  - ii) There is a specific benefit for the Township to retain the employee.
  - iii) The employee is in satisfactory physical condition and this is confirmed by a medical examination
  - iv) The Chief Administrative Officer approves
  - v) The employee has not reached his/her 70<sup>th</sup> birthday.
  - vi) The Township or the Employee may effect termination at any time during this period by giving two weeks' notice in writing.

## 23) ***Policy on Sexual Harassment***

- (a) This section applies to all employees.
- (b) Sexual harassment in the workplace is not acceptable. The Township is committed to the belief that employees have the right to work in an environment that is free from any form of sexual harassment. Such freedom contributes to a workplace environment which respects the dignity of every employee and therefore encourages productivity.
- (c) No supervisor shall suggest, either directly or indirectly, that an employee's submission to or rejection of sexual advances will in any way influence any personnel decision regarding that employee's employment, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.
- (d) Sexually harassing conduct in the workplace that may create an offensive work environment, whether it be in the form of physical or verbal harassment, and regardless of whether committed by supervisory or non-supervisory personnel, is prohibited. Sexually harassing conduct includes, but is not limited to, offensive or unwelcome sexual flirtations, advances, propositions, verbal abuse of a sexual nature, sexist jokes causing embarrassment, sexually degrading words used to describe an individual and the display in the workplace of sexually suggestive objects, materials or pictures.
- (e) Sexual harassment in the workplace by an employee will result in disciplinary action up to and including dismissal. Employees, if they are confronted with sexual harassment, are encouraged to avail themselves of the employee complaint procedure. Such internal complaints will be investigated promptly and corrective action will be taken where



allegations are verified. No employee will suffer retaliation or intimidation as a result of using the employee complaint procedure or pursuing other options to address the sexual harassment issue, including the filing of a complaint with the Ontario Human Rights Commission. (See Health & Safety Policy # OHS-041 Violence & Harassment Prevention)

**24) *Policy on Occupational Health and Safety***

- (a) This section applies to all employees
- (b) It is the policy of the Township of Wellesley to promote safe working conditions and to provide such training and accident prevention programs as are necessary to achieve this purpose. The Township will ensure compliance with the *Occupational Health and Safety Act* in accordance with the established Health & Safety Committee for the Township of Wellesley.
- (c) It is the policy of the Township to ensure that work is performed in a safe manner consistent with good working practices. The responsibility for the Health and Safety program is delegated to all levels of the organizations.
- (d) Supervisory staff (as defined in the *Occupational Health and Safety Act*) shall endeavor to:
  - i) Ensure healthy and safe working conditions will prevail and that all safety rules and procedures are observed at all times.
  - ii) Determine the safest method to perform work for all job assignments.
  - iii) Be familiar with and adhere to the requirements of the *Occupational Health and Safety Act and Regulations* of Ontario.
  - iv) Ensure that protection and proper use of all material and equipment and that all the equipment is maintained in a safe operating condition.
  - v) Ensure that no employee is permitted to work without proper instructions, adequate supervision and training.
  - vi) Be knowledgeable of all accidents and injuries under their jurisdiction and ensure that necessary medical attention is obtained immediately, as well as the completion of the proper form for the recording and reporting of all accidents.
  - vii) Review all accidents reports/investigations and establish corrective accident prevention measures where appropriate.
  - viii) Ensure employees receive and understand instructions when working with equipment or in conditions that may be hazardous.
- (e) It is the duty of employees to endeavor to:
  - i) Work in compliance with the provisions of the *Occupational Health and Safety Act and Regulations*.
  - ii) Take precautions to protect themselves and fellow employees from health hazards and unsafe situations.
  - iii) Serve on a Health & Safety Committee for the Township of Wellesley (when necessary)

**25) *Statutory Benefits***

- (a) This section applies to all employees
- (b) Employees shall have deductions from their regular Pay and the Township will pay the appropriate amount, as determined by legislation for the following:
  - i) Canada Pension Plan
  - ii) Employment Insurance

- (c) The Township will pay the appropriate rates on behalf of the employee for the following;
  - i) The Workplace Safety and Insurance Board
  - ii) The Employer Health Tax

## 26) ***Pensions***

- (a) Retirement income administered by and in accordance with the provisions of the Ontario Municipal Employees' Retirement System (OMERS) is compulsory for every Regular employee of the Township from date of hire and may, depending upon the number of part-time hours worked during the period established by OMERS be available to part-time employees.
- (b) The retirement plan is integrated with the Canada Pension Plan.
- (c) The contributions made by the employee by payroll deduction are matched by the Township and forwarded to OMERS monthly.

## 27) ***General Benefits***

- (a) This section applies to regular employees
- (b) The Townships obligations are limited to the payment of 100% of the premiums necessary to maintain the employee's enrolment in the benefits set out in this Section. Eligibility for and entitlement to payment of benefits are subject to the terms and conditions of the policy of insurance providing such benefits. The Township may change carriers from time to time provided the benefits are at least equivalent to those in effect at the time the carrier is changed.
- (c) Group Life Insurance equivalent to two times the annual salary rounded up to the next \$1,000 effective the first day of the month following three continuous months of service.
- (d) Group Accidental Death and Dismemberment Insurance equivalent to two times annual salary rounded up to the next \$1,000 effective the first day of the month following three continuous months of service.
- (e) Extended Health Care - In accordance with the current Collective Agreement
- (f) Vision - In accordance with the current Collective Agreement
- (g) Hearing Aids - In accordance with the current Collective Agreement
- (h) Dental Coverage - In accordance with the current Collective Agreement
- (i) Sick Leave of twelve (12) days per year, prorated based on the number of months of continuous Employment during the year and cumulative with no cash payout.
- j) Short Term Disability that will pay 75% of the weekly earnings for a maximum of seventeen weeks from date of illness or accident beginning:
  - i) On the first day if an accident
  - ii) On the fourth day if an illness
- (k) Long Term Disability that pays 75% of the employee's normal monthly salary (as determined by taking the amount in (c) above and dividing by 24 to a maximum of \$4,500 per month if the employee is incapable of performing any kind of work because of illness or disability with the coverage coming into effect after a seventeen week (one hundred and nineteen calendar days) waiting period or when the sick leave credits accumulated in accordance with (i) above are exhausted, whichever is the greater.

**28) *Clothing and Personal Protective Equipment Allowance***

- (a) This section applies to Regular employees
- (b) In the event an employee is required to wear a safety helmet, safety boots, safety glasses, safety gloves or similar safety equipment, to complete assigned duties it will be supplied by the Township.
- (c) Employees, whose duties require them to regularly attend at locations other than the Township Office to perform their duties will be supplied with:
  - i) One (1) spring and one (1) winter jacket with the Township logo and department on the front
  - ii) Shirts suitable to the position with the Township logo at the discretion of the Department Head
- (d) All other regular employees will receive one (1) shirt annually with the Township Logo, as required, at the discretion of the Department Head
- (e) All employees, will be provided with a Township identification card containing their photo and position within the Township.
- (f) The immediate Supervisor will ensure that all Township property is returned upon expiration of employment.
- (g) Worn out clothing and PPE shall be exchanged for new issues.

**29) *Benefits for Retirees***

- (a) This section applies to Regular Employees
- (b) The Township will pay 100% of the premiums for Employer Health Tax (if applicable), Extended Health Care and Dental Coverage for an employee who voluntarily elects early retirement because he/she has met the applicable OMERS retirement factor from the date of retirement until the end of the month in which the employee's 65<sup>th</sup> birthday occurs providing:
  - i) The employee is within ten years of his/her regular retirement date
  - ii) The employee is in receipt of a retirement pension from OMERS
  - iii) The employee has at least fifteen years of continuous employment with the Township at the time she/he elects to take early retirement
  - iv) The benefit coverage terminates as of the end of the month in which the employee's 65<sup>th</sup> birthday occurs or in the event of death prior to his/her 65<sup>th</sup> birthday.
  - v) The extension of any future enhancements or additions to the benefit plans outlined in this section will be at the sole discretion of the Township.

**30) *Employees to Receive a Copy***

All employees covered by this manual will receive a copy and have their Supervisor explain its contents and answer any questions pertaining to its contents. All new employees will receive a copy upon hire.

**31) *Review of Manual***

The terms and provisions of this Manual shall be reviewed on a continual basis to incorporate individual changes implemented by Council and a comprehensive review of the Manual prior to June in the year of an election will be completed.



**APPENDIX "B" OF THE EMPLOYEE MANUAL**

**TOWNSHIP OF WELLESLEY  
OATH OF CONFIDENTIALITY AGREEMENT**

I, \_\_\_\_\_, an employee of the Township of Wellesley, declare that, in carrying out my duties as an employee, I will:

1. Exercise the powers of my position and fulfill my responsibilities in good faith and in the best interests of the Corporation.
2. Exercise these responsibilities, at all times, with due diligence, care and skill in a reasonable and prudent manner.
3. Respect and support the Corporation's By-laws, policies, Code of Conduct, and decisions of the Council.
4. Keep all confidential information that I learn about clients, personnel, collective bargaining and any other matters specifically determined by Council motion to be matters of confidence including matters dealt with during Caucus meetings of the Council.
5. Have respect for the collective decisions of the Council and subordinate my personal interests to the best interests of the Corporation.
6. Immediately declare any personal conflict of interest that may come to my attention.

\_\_\_\_\_  
*Signature:*

\_\_\_\_\_  
*Date:*

Employee: \_\_\_\_\_

Job Title: \_\_\_\_\_

Department: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Date of Previous Evaluation: \_\_\_\_\_

Date of Review: \_\_\_\_\_

### Part I – Instructions

This evaluation form lists the criteria and competencies against which you must rank the employee. Corporation of the Township of Wellesley considers these performance factors to be critical to the success of personal, departmental, and company goals. The criteria listed in this evaluation should accurately reflect the employee's overall performance as it relates to the duties/expectations set forth in his or her job description.

Rate the employee in each section of this form according to the table below. Be sure to add comments, thoughts, and observations are important to the evaluation process.

<b>1</b>	<b>UNACCEPTABLE</b> – Consistently fails to meet job duties and expectations; performs at a level demonstrably below corporate requirements; improvement required immediately to maintain employment.
<b>2</b>	<b>NEEDS IMPROVEMENT</b> – Occasionally fails to meet job duties and expectations; considerable improvement needed to meet job requirements.
<b>3</b>	<b>MEETS EXPECTATIONS</b> – Performs job duties at a satisfactory level according to job description, under normal supervision and direction.
<b>4</b>	<b>EXCEEDS EXPECTATIONS</b> – Often exceeds job requirements; consistently meets goals and objectives; accomplishments occasionally made in areas outside normal job role.
<b>5</b>	<b>SUPERIOR</b> – Consistently exceeds job requirements; top performer in all areas; frequently makes accomplishments in areas outside normal job role.

### Part II – Job Criteria

<b>Abilities, Knowledge, and Skills</b>	
The degree to which the employee exhibits the knowledge and skills required to fulfill job duties, as well as the techniques and tools used to do so.	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Quality of Work</b>	
Does the employee complete his/her work with the expected degree of quality? Is the employee attentive to detail, and actively seeks out and corrects quality control issues? Take into account accuracy of work, neatness, and adherence to standards.	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Quantity of Work</b>	
Does the employee complete his/her fair share of the assigned work load? Are deadlines met consistently? Also consider how well the employee manages his/her time, and how well he/she manages simultaneous or conflicting priorities.	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Attitude</b>	
Does the employee display a positive and cooperative attitude about his/her job role, assigned work, and the organization? Are working relationships built and maintained by this employee? Is he/she open-minded and accepting of constructive feedback by peers?	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Communication Skills</b>	
Does the employee communicate clearly and effectively within his/her role? Does the employee clearly express himself/herself both orally and in writing? Does the employee listen well and respond appropriately? Are written and verbal reports clear and accurate?	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

### Part III – Behavioral Characteristics

<b>Cooperation</b>	
Does the employee work well with peers and supervisors? Does the employee willingly contribute to the success of the team or department? Does the employee exhibit consideration for others; a willingness to help; maintain a rapport with co-workers?	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	



<b>Reliability</b>	
Does the employee follow through on commitments and job duties consistently? Does the employee accept accountability for his/her work? Does the employee properly follow instructions, directives, and procedures?	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Initiative</b>	
Does the employee actively seek out and assume additional responsibilities, without being asked to do so? Does the employee demonstrate an ability to encourage and/or inspire others? Does the employee recognize and act upon new opportunities?	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Attendance and Punctuality</b>	
Consider the extent to which the employee is late on assigned working days; the extent to which the employee departs early on assigned working days; and the extent to which the employee is sick or absent, all within the context of organizational policies.	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Judgment and Analysis</b>	
How well does the employee effectively analyze and solve problems? Does the employee clearly use sound judgment to do so? Is the employee decisive? Does the employee act on decisions in a timely manner? Does the employee successfully overcome obstacles?	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Adaptability</b>	
How well does the employee adjust to new directives, procedures, duties, supervisors, or working environments? Does the employee accept new ideas with relative ease? Does the employee suggest new methods and approaches to work?	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

## Part IV – Supervisory Criteria

<b>Leadership</b>	
Does the employee consistently demonstrate his/her ability to lead others? Does the employee motivate others to perform better? Does the employee have the respect of his/her work group? Also consider the ability to direct others towards a common goal.	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Organizational and Planning Abilities</b>	
How well does the employee plan and organize work duties? Does the employee coordinate well with other workers and departments? Does the employee establish priorities appropriately; anticipate future needs?	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Task Delegation</b>	
How well does the employee oversee the work and direction of subordinates? Are duties assigned appropriately? Does the employee select the right kind of staff as appropriate to the task at hand?	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Administrative Skill</b>	
To what extent does the employee manage day-to-day administrative duties? Does the employee ensure that organizational policies are adhered to? Does the employee make the appropriate utilization of company budget, equipment, and resources?	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Staff Management</b>	
Is the employee a positive role model for peers and/or subordinates? Does the employee provide constructive guidance and feedback to others? Does the employee assist other workers in accomplishing their own goals, duties, objectives?	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

## Part V – Goal Completion

<b>Goals for Review Period</b>	
List and discuss the goals set forth for this employee during the period under review. Identify those areas of responsibility where the employee did/did not meet performance goals and/or project milestones. Evaluate the progress made by the employee on predetermined goals, projects, job duties, and special assignments by selecting the appropriate box below each goal listed.	
<b>Goal #1</b>	
Satisfactory Progress _____ Unsatisfactory Progress _____	
<b>Goal #2</b>	
Satisfactory Progress _____ Unsatisfactory Progress _____	
<b>Goal #3</b>	
Satisfactory Progress _____ Unsatisfactory Progress _____	

Goals for Next Review Period
List any goals, projects, job duties, and special assignments to be continued and/or completed in the coming year. Set these goals with the understanding that corporate priorities are subject to change as business situations change. Update this section as necessary throughout the next review period.
<b>Goal #1</b>
<b>Goal #2</b>
<b>Goal #3</b>

## Part VI – Overall Performance

Overall Assessment	
Use this space to specify the employee's overall job performance. The overall rating should reflect and take into account both job criteria, behavioral, supervisory, and goal completion rankings.	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

Developmental Objectives
Complete this section once you and the employee have discussed and agreed upon opportunities for improvement of the employee's performance/skills. Include any training and/or developmental objectives, corresponding activities, and time frames for completion.
<b>Objective #1</b>
<b>Objective #2</b>

Objective #3
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**Supervisor Signature:** \_\_\_\_\_**Date:** \_\_\_\_\_**Part VII – Employee Signoff**

I have been advised of my performance rankings. The rankings and comments in this review have been discussed and explained to me by my supervisor. I understand the implications of poor performance and of the consequences of failing to improve my performance. My own comments are as follows:

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**Employee Signature:** \_\_\_\_\_**Date:** \_\_\_\_\_



2024

EMPLOYEE MANUAL



Rik Louwagie

Chief Administrative Officer

4/9/2024

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DRAFT

THIS DOCUMENT SHALL APPLY TO ALL TOWNSHIP OF WELLESLEY (“MUNICIPALITY”) EMPLOYEES. FOR CUPE 1542 MEMBERS, THE CURRENT COLLECTIVE AGREEMENT SHALL TAKE PRECEDENT OVER THIS DOCUMENT WHERE APPLICABLE.

## 1. Definitions

- 1.1. “**Regular Employee**” means any person employed on a continuous full-time basis, including contract positions of six (6) months or more, for at least thirty-five (35) hours during a normal work week.
- 1.2. “**Department Head**” or “**Senior Staff**” means a Regular Employee who has the title of Chief Administrative Officer, Clerk, Director of Public Works, Director of Recreation, Treasurer, Chief Building Official, Director of Planning or Fire Chief.
- 1.3. “**Part-time Employee**” means an employee who regularly works on a continuing basis for a defined number of hours during the normal work week but less than the hours worked by a Regular Employee in the same or similar assignment.
- 1.4. “**Casual Employee**” means:
  - 1.4.1. A person who is regularly employed for an undefined number of hours during the normal work week.
  - 1.4.2. A person employed to undertake a specific function that is for a definite term or task or which is seasonal in nature for a period of less than six (6) months.
  - 1.4.3. A person employed under an employment incentive program financed fully or partially through Federal or Provincial Funding.
- 1.5. “**Temporary Employee**” means an employee who is employed for a limited period of time.
- 1.6. “**Service**” means the length of service (in months) with the Municipality as a Regular Employee or Part-time Employee. Service for Part-time Employees will be calculated by using one hundred fifty-two (152) hours as representative of the average monthly hours worked by a full-time employee. A break in service of one (1) year or more will nullify any service accumulated. Casual employees will not accumulate service.
- 1.7. “**Business days**” means any working day (Monday to Friday inclusive) excluding statutory holidays. See section 6 below for list of “statutory holidays”.

## 2. Hours of Work



- 2.1. The normal work week for Regular Employees is set out below and shall be inclusive of two (2) ten (10) minute breaks, but exclusive of an unpaid lunch period. The provisions of this article are intended only to provide a basis for calculating overtime (if applicable) and shall not constitute a guarantee of either hours per day or per week or working schedules. Office Hours are 8:00am to 4:30pm
  - 2.1.1. Regular Employees  
Work hours may vary or differ from the hours below based on departmental needs as defined by the Department Head with a minimum of two (2) weeks notice to the Regular Employee unless otherwise agreed upon.
    - 2.1.1.1. Normal Workday – Seven (7) hours
    - 2.1.1.2. Normal Work Week – Thirty five (35) hours, Monday to Friday
    - 2.1.1.3. Normal Working Hours – between 8:00am to 4:30pm (unpaid lunch period taken after no more than five (5) working hours, where possible)
  - 2.1.2. Part-time Employees  
Normal working hours may vary depending on the function performed. Working hours will be scheduled as directed by the Department Head with a minimum of two (2) weeks notice unless otherwise agreed upon.
  - 2.1.3. Casual Employees  
Working hours may vary depending upon the function performed. Work hours and scheduling will be determined by the Supervisor.
  - 2.1.4. Working hours may vary from the normal working hours where required for any position where it is determined to be more beneficial for operations of the department. Any variations must be identified in an employment contract or be agreed upon by the employee.

### **3. Probationary Period**

- 3.1. The probationary period for Department Heads shall be nine (9) months of Service.
- 3.2. The probationary period for all other Regular Employees and Part-time Employees shall be six (6) months of Service.
- 3.3. Any leave granted, except earned vacation, during the probationary period shall not form part of the probationary period for the purpose of evaluating acceptable job performance.

- 3.4. The probationary period for any employee shall start on the date on which the employee commenced regular or part-time employment in the position. Continued employment shall depend upon satisfactory completion of the probationary period and continuation of acceptable job performance. The probationary period may be extended if deemed necessary by the Chief Administrative Officer.
- 3.5. Casual employees will be subject to ongoing assessment.

#### **4. Flexible Work Arrangement**

- 4.1. This section applies to Regular Employees who are non-unionized subject to the approval of their Department Head.
- 4.2. Flexible working arrangements will not be implemented in instances where it may diminish the level or quality of service; if it would result in an additional cost to the Municipality; or if it would adversely affect other employee's ability to deliver service.
- 4.3. Flexible Work Policy
  - 4.3.1. Regular employees may, subject to approval of their supervisor, be permitted to vary their normal work schedule in accordance with the Flexible Work Arrangement Policy (Appendix "A")
  - 4.3.2. When considering permitting flexible work schedules/hours, the Department Head shall, whenever possible, ensure that two (2) employees are present.
  - 4.3.3. When considering permitting flexible work schedules/hours, the Department Head will first ensure office core hours are staffed adequately.

#### **5. Banked Time, Overtime Pay, Call Back, Sick Leave and Personal Days**

- 5.1. Banked Time
  - 5.1.1. Department Heads may be entitled to one (1) personal day per month in lieu of overtime for attending meetings and training outside of normal business hours. Personal days in lieu of overtime are not permitted to be paid out as cash value nor accumulate from one month to another. This personal day shall only be granted if the Department Head has accumulated overtime hours in excess of the lieu day in the previous two (2) months.
  - 5.1.2. All other Regular Employees may accumulate and bank approved overtime at the appropriate overtime rate to a maximum of thirty-five (35) hours paid time off in any calendar year. Such time will be taken as paid time off at a

time mutually agreed between the supervisor and the employee. Any banked overtime not taken by November 30 shall be paid out to the employee no later than the next possible pay period. Any approved overtime worked in the month of December will be paid out at the appropriate rate on each pay period. It is understood that banked hours requested to be paid out prior to November 30th are replenishable but at no time will the employee be allowed to use more than thirty-five (35) hours of paid time off in a calendar year. Employees may request payment of any banked hours with two (2) weeks notice.

## 5.2. Overtime Pay

5.2.1. Department Heads shall not receive any overtime pay.

5.2.2. When the task in any area cannot be completed during the standard hours, or if unusual circumstances arise, the supervisor may require or provide approval for extra hours to be worked. In this circumstance all other Regular Employees, except as permitted in 5.1 Banked Time, shall be paid in the following manner:

5.2.2.1. For any hours worked after thirty-five (35) hours in one (1) week, on the basis of straight time.

5.2.2.2. For any hours worked in excess of forty-four (44) hours in one (1) week, on the basis of time and one-half (1.5).

5.2.2.3. All overtime must be approved by the immediate Supervisor or the Chief Administrative Officer.

## 5.3. Call Back

5.3.1. Any employee, except a Department Head, who has left their place of work but is called back to work outside their regular hours or outside overtime hours immediately before or after their regular hours, shall be paid for the actual hours worked or for a minimum of three (3) hours, whichever is greater, at their appropriate rate.

## 5.4. Sick Leave

5.4.1. All Regular Employees shall be entitled to twelve (12) sick days (84 hours) per year prorated based on the number of months of Service during the year and cumulative to a maximum of 40 days (280 hours) total. 50% of any sick days accumulated at the time of termination of employment will be paid out at the employee's current rate of pay subject to all regular deductions. Sick



leave credits will not accumulate when an employee is on short-term or long-term disability or any other approved leave.

NOTE: Any employee who has sick leave credits exceeding the maximum 40 days as of the day this manual is approved shall be permitted to maintain the extra sick bank to be used in the event of a short term disability claim only, in accordance with 28.9.3.

5.4.2. All other employees will be entitled to sick leave as per current legislation.

## 5.5. Personal Days

5.5.1. All Regular Employees are entitled to two (2) personal days in each calendar year to be taken by the employee to deal with personal matters, to be used in that calendar year prior to the last pay period commencing. Personal days are to be taken as full days only regardless of the work schedule the employee is on (regular or compressed). In the case of an employee who works less than a full year, one (1) personal day will be offered per six (6) month period or any portion thereof.

## 6. Paid Holidays

6.1. This section applies to Regular Employees, Part-time Employees and Casual Employees.

6.2. Casual Employees shall be entitled to paid holidays equal to the Public Holidays set out in the Employment Standards Act, namely; New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day.

6.3. Regular Employees and Part-time Employees shall be entitled to paid holidays, namely; New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day. The office shall close at noon on the last working day before Christmas Day. Employees reporting for work on their last scheduled day before Christmas day will be permitted to leave at noon and receive their regular pay for the remainder of that day. The office will remain closed from noon on the last working day before Christmas until the first working day after New Year's Day. All Regular Employees and Part-time Employees will be encouraged to take vacation during this time period and will be permitted one-half day (3.5 hours) off with pay on the last day before New Year's Day. (For clarity, 2.5 days (17.5 hours) vacation time would be required to be used for employees taking all 3 working days off between Christmas Day and New Year's Day.)





- 6.4. Whenever any of the paid holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other workday, the following working day(s) shall be deemed to be the holiday, unless otherwise specified by Council.
- 6.5. For Regular Employees and Part-time Employees, payment for the holiday shall be equal to the employee's regular daily earnings. In the case of full-time employees on a compressed schedule, payment for the holiday shall be equal to seven (7) hours of pay at their regular pay rate.
- 6.6. In order for Regular Employees and Part-time Employees to qualify for payment for the above holidays, an employee is required by law to work their scheduled shift the day before and the day after a statutory holiday. Scheduled vacation days will count as having worked the regular shift. An employee is generally considered to have "reasonable cause" for missing work when something beyond his or her control prevents the employee from working. Employees are responsible for showing that they had reasonable cause for staying away from work. If they can do so, they still qualify for public holiday entitlements. A phone call to the Department Head before the start of the regular shift may be adequate. An email or text will not be accepted for the purpose of this clause. The Department Head will determine if further evidence is required to show reasonable cause such as a doctor's note or other documentation. Any costs for required documentation would be the responsibility of the employee.
- 6.7. If a Regular Employee or Part-time Employee is required to work on any of the holidays listed in 6.3 above, they will be paid at the rate of one and one-half (1.5) times the base rate for the hours worked in addition to the paid holiday, which may, with the written agreement of the employee, be substituted by another working day in lieu of payment for the paid holiday.
- 6.8. For Casual Employees, holiday pay shall be calculated as per current legislation.
- 6.9. If a Casual Employee is required to work on a paid holiday, they shall be paid at the rate of one and one-half times (1.5) the base rate for hours worked.

## **7. Vacation**

- 7.1. Vacation credits shall be applied for Regular Employees as entitled in this section. The vacation entitlement year spans from May 1 to April 30. For the purposes of this section, the first year of employment shall be defined as the portion of a year commencing at the hire date up to the following May 1.
- 7.2. A Regular Employee may, with the consent of their supervisor, take vacation at any time, providing sufficient credits are available to cover the absence. Regular Employees, unless otherwise agreed upon at the time of hire, shall receive annual vacation with pay in accordance with the table below:

Completed years of service	Number of vacation days/hours annually
Hire-4 years	15/105 per year
5 years	16/112 per year
6 years	17/119 per year
7 years	18/126 per year
8 years	19/133 per year
9 years	20/140 per year
14 years	25/175 per year
20 years	30/210 per year
25 Years	35/245 per year

- 7.3. From the date of hire to the following May 1, vacation credits shall be accumulated and applied as they are earned. In subsequent years, employees will be allowed their full vacation allotment on May 1. However, upon termination of employment, an employee shall only be paid any vacation credits calculated on the basis of their vacation entitlement. For clarification, this means that even though an employee is allowed the full vacation allotment on the anniversary date, the vacation is not actually earned until the employee has worked the full year. Upon termination of employment, vacation credits earned would be calculated based on the portion of the year that has been worked and will be paid out accordingly. Should an employee use more vacation than they have earned prior to their termination date, the employee would be required to reimburse the Municipality.
- 7.4. Regular Employees shall be allowed to carry over a maximum ten (10) days (70 hours) of vacation credits.
- 7.5. No carryover beyond this limit will be permitted without the approval of the Department Head based on valid reasons for not being able to use vacation time. Unused vacation exceeding this carryover limit will be forfeited subject to ESA requirements for vacation leave.
- 7.6. No more than two (2) consecutive weeks of vacation can be taken at one time. However, if the vacation of other employees is not affected and efficient operation of the municipality can be maintained, a Regular Employee may, with the approval of the Department Head, be allowed to take a vacation that is longer than two (2) consecutive weeks. In spite of this provision, no Regular Employee shall be allowed to take a vacation that exceeds four (4) consecutive weeks.
- 7.7. When a paid holiday (statutory holiday) falls during the vacation period, the statutory holiday pay will apply for that day without vacation pay being utilized.



- 7.7.1. An employee who is incapacitated due to illness or injury and is under medical attention while on vacation shall have the vacation days so displaced either added to the vacation period or reinstated at a later date, at a time mutually agreed between the employee and supervisor. The employee must provide medical documentation from a qualified medical practitioner to the Municipality to have the vacation reinstated if requested.
- 7.8. Regular Employees shall not earn vacation credits if any one of the following conditions apply:
  - 7.8.1. If the employee is on long-term disability.
  - 7.8.2. If the employee has been granted a leave of absence without pay and it is anticipated the leave of absence will exceed fifteen (15) working days.
- 7.9. Part-time Employees and Casual Employees shall receive vacation pay as per current legislation.

## **8. Conflict of Interest and Confidential Information**

- 8.1. This section applies to all Regular Employees, Part-time Employees and Casual Employees.
- 8.2. All employees are required to sign an Employee Code of Ethics (Appendix “B”) and Oath of Confidentiality (Appendix “C”).
- 8.3. The Municipality believes that a conflict of interest exists if an employee of the Municipality lets their personal interests interfere with their job performance in serving the interest of the Municipality. The Municipality expects that an employee of the Municipality would not accept a gift, present or favour which could place the employee under obligation to the donor. The Municipality also expects that an employee will not engage in activities that will interfere with the employee’s regular duties or are such that the employee has an advantage derived from employment with the Municipality.
- 8.4. The Municipality recognizes that many employees, in their day-to-day activities as employees of the Municipality, deal with items that are confidential in nature. In some instances, these items become so routine that employees tend to overlook the fact that information which seems insignificant to them may have serious implications if it is divulged, even to friends, relatives or fellow employees. Many Municipal employees, in their day-to-day activities, find out a great deal regarding the private affairs of Municipal citizens or other sensitive information. Employees are required to not divulge this information.

- 8.5. The Municipality recognizes that employees interact on a daily basis with members of the general public, officials in other operations, volunteers and other employees. All employees are expected to conduct themselves in a manner that does not bring discredit on the Corporation.
- 8.6. A substantiated breach of the guidelines outlined in 8.3, 8.4 or 8.5 above shall result in disciplinary action up to and including termination.

## **9. Employee Complaints**

- 9.1. This section applies to all Municipal Employees with the exception of Paid-On-Call Firefighters and employees who are members of CUPE Local 1542.
- 9.2. It is recognized that in any organization, it is difficult to avoid occasional misunderstanding and complaints. When such incidents occur, it is the desire of the Municipality that employee concerns be dealt with and resolved as quickly as possible.
  - 9.2.1. Prior to submitting a formal complaint, the employee will discuss the matter with their immediate supervisor first. This will occur within ten (10) business days of the incident that gave rise to the concern.
  - 9.2.2. If a mutually satisfactory understanding is not reached and the matter remains unresolved, the employee may present their complaint in writing to Human Resources. This will occur within five (5) business days of discussing the matter with the immediate supervisor.
  - 9.2.3. Human Resources will hold a meeting to discuss the matter with the individual and their supervisor.
  - 9.2.4. If human Resources is not able to resolve the matter, the individual may request a final meeting which will include Human Resources, CAO and Chair of Personnel Committee of Council. The outcome of this meeting will be final.

## **10. Personnel Files**

- 10.1. This section applies to Regular Employees, Part-time Employees and Casual Employees.
- 10.2. Any employee, after giving reasonable notice, may, in the presence of their immediate supervisor and the Chief Administrative Officer or their designate, review their personnel file during regular office hours.

- 10.3. All disciplinary letters and documents shall be removed from the employee's file and shall not be used by the Municipality in any other matter, after twenty-four (24) months from the date of the incident. For issues that may be considered by either party to be resolved, the employee may request, and the Chief Administrative Officer may agree to remove any document from the employee's file in a shorter period of time than twenty-four (24) months, as mutually agreed between the employee and the Chief Administrative Officer.

## **11. Employee Layoff and Recall**

- 11.1. This section applies to Regular Employees, Part-time Employees and Casual Employees.
- 11.2. Where a layoff is necessary within a particular work area, employees with the greatest amount of service that are part of the regular or part-time work force will be retained in that work area providing the employees are qualified in all respects to fill available positions.
- 11.3. In the event of an increase in the work force following a layoff, the recall of persons shall be on the basis of the greatest amount of service, provided employees recalled are qualified in all respects to perform the work available.
- 11.4. Before implementing the layoff of employees who are part of the regular or part-time work force, the Municipality will investigate alternative suitable employment for these employees with the Municipality. A suitable employment opportunity shall be a vacant position for which the employee is fully qualified. An employee who accepts an alternative position in order to avoid a layoff shall forfeit the right to recall.
- 11.5. An employee who is laid off shall retain but not accrue service during the layoff. Recall rights shall cease when an employee has been laid off for a continuous period of:
- 11.5.1. Three (3) months in the case of an employee with less than one (1) year of service,
  - 11.5.2. Six (6) months in the case of an employee with one (1) year but less than five (5) years of service; and
  - 11.5.3. Twelve (12) months in the case of an employee with more than five (5) years of service.

## **12. Termination of Employment**

- 12.1. This section applies to Regular Employees, Part-time Employees and Casual Employees.
- 12.2. An employee shall no longer be considered an employee of the Municipality and where applicable, shall lose all service if they:
  - 12.2.1. Voluntarily leave the employ of the Municipality,
  - 12.2.2. Is discharged and not reinstated through the procedure available for dealing with employee complaints,
  - 12.2.3. Is laid off and recall rights under clause 11.5 have expired,
  - 12.2.4. Is absent from work without permission for three (3) consecutive working days unless the employee gives an explanation satisfactory to the Municipality,
  - 12.2.5. Fails to return to work within seven (7) calendar days after being recalled from layoff by notice sent by registered mail or delivered by hand, unless the employee gives an explanation satisfactory to the Municipality,
  - 12.2.6. Is absent from work due to illness or disability for a period of twenty-four (24) months after exhaustion of sick leave,
  - 12.2.7. Is absent from work for a period of thirty-six (36) months due to injury covered by the Work Safety and Insurance Board.
  - 12.2.8. Fails to return to work upon termination of an authorized leave of absence unless a reason satisfactory to the Corporation is given or utilizes a leave of absence for purposes other than those for which the leave of absence was granted, or
  - 12.2.9. Fails to provide a satisfactory medical certificate to verify continuance of sickness or disability as requested during a prolonged leave of absence due to sickness or disability.

## **13. Evaluations**

- 13.1. This section applies to Regular Employees, Part-time Employees and Casual Employees.
- 13.2. Progression through the Municipality's salary schedule, which applies to Regular and Part-time Employees is dependent upon job performance that shall be based upon a performance evaluation completed by the employee's immediate supervisor and related to specific job functions.



- 13.3. Regular Employees, whether or not they are at job rate, and who remain in relatively the same position in spite of a change in their job title, shall have their performance evaluation annually before May 1 and will have a written as well as an oral performance evaluation.
- 13.4. All Regular Employees promoted to other positions shall have their performance evaluation date (the date when they receive the formal evaluation upon which progression through the salary schedule has been based) before May 1.
- 13.5. Part-time Employees shall be treated in accordance with 13.3 or 13.4 except that Part-time Employees shall not be eligible for a step increase until the completion of one thousand eight hundred twenty hours (1,820) hours worked.

Unless there are special arrangements at the time of hire or promotion, a new or promoted Regular Employee or Part-time Employee, even though the individual may receive performance evaluations shall only be entitled to the opportunity for progression through the salary schedule at the time of their performance evaluation date set out in 13.3, 13.4 and 13.5 above.

- 13.6. The employee shall have a full opportunity to discuss the performance evaluation with the supervisor and shall acknowledge the discussion by signing the Performance Evaluation Form (Appendix “D”).

## **14. Salary Policy**

- 14.1. This section applies to Regular Employees and Part-time Employees.
- 14.2. The purpose of this policy is to reiterate that the merit principle is a fundamental part of the Municipality’s corporate philosophy by emphasizing pay for performance, encouraging an achievement-oriented environment, granting flexibility to reward employees according to performance and providing incentives to excel. The ranking of positions in the salary schedule was developed by considering levels of responsibility and authority as well as the qualifications and experience required to carry out the functions of the job and the requirement of Pay Equity legislation. The classification takes into account market conditions, prevailing relationships between standard municipal positions and organizational anomalies particular to Wellesley.
- 14.3. The following objectives were used to develop the salary grid and may be amended from time to time in accordance with the pay equity policy:
  - 14.3.1. Salary grades should permit a progression from a stipulated minimum to a maximum and should cover each class of positions considered to have a similar level of responsibility and requirements, and

- 14.3.2. The grid should reflect, within reasonable limits, salary levels that will allow the Municipality to attract and retain persons capable of meeting the requirements of the position and in order to meet this objective, the Chief Administrative Officer will review the adequacy of the salary grid as a whole on an annual basis to determine what across the board adjustment is required in order to reflect changes in competitive and community salaries, including cost of living, economic conditions and other factors.
- 14.4. Each job is presumed to have a full competency level, which is the level of achievement at which a properly qualified employee, who has, over a period of years, demonstrated increasing competence and who capably and consistently performs all the requirements of the position, may be paid.
- 14.5. Advancement from one step to another on the grid will only be considered for employees whose performance evaluation demonstrated their sustained performance meets the positions requirements.
- 14.6. Annual Internal Equity Review Policy
- 14.6.1. This section applies to Regular Employees.
- 14.6.2. The purpose of this policy is to ensure that the internal equity plan remains current.
- 14.6.3. The Department Head will conduct an annual maintenance review on current positions.
- 14.6.4. New positions will be rated and positions that have had substantial changes in skill, effort, responsibility or working conditions may be submitted by the employee or Department Head for review by the Human Resource Consultant.
- 14.6.5. A Maintenance Review Form must be reviewed and approved by the Department Head.
- 14.6.6. If the maintenance review results in a change in pay grade, the corresponding change in salary will be effective January 1, of the following year.

## **15. Nepotism Policy**

- 15.1. The immediate relatives of Employees and Elected Officials will not be employed by a department of the Municipality in any capacity, under any of the following circumstances:





- 15.1.1. Where one of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other,
  - 15.1.2. Where one party would be responsible for auditing the work of the other,
  - 15.1.3. Where both parties would report to the same immediate supervisor,
  - 15.1.4. Where other circumstances might lead to potential conflict among the parties or conflict between the interest of one or both parties and the best interests.
- 15.2. The following exemption relates to the Fire Department:
- 15.2.1. Promotions and discipline of relatives would be assigned to a non-related Deputy Chief or the Fire Chief of the involved relative. Any Officer involved with a relative would be required to declare a conflict of interest and be excluded from any promotional or discipline process for the Fire Department.

## **16. Hiring, Performance Evaluation Dates and Promotions**

- 16.1. This section applies to Regular and Part-time Employees.
- 16.2. Employees shall be hired as follows:
  - 16.2.1. Start rate in the range for the job unless their current salary, experience or other factors make that rate uncompetitive, and
  - 16.2.2. The immediate Supervisor shall recommend the hiring step to the Chief Administrative Officer before the offer of employment is made. The Chief Administrative Officer will make the final decision.
- 16.3. Performance evaluation dates shall be established in accordance with 13.3 and 13.4.
- 16.4. No salary increase, as noted in 16.5, shall be processed unless a performance evaluation has been properly completed, reporting performance that meets expectations, exceeds expectations or is exceptional.
- 16.5. Employees eligible on the basis of service for an increase to the next higher step in the grid will receive that increase on May 1 of that year if recommended and supported by the Department Head and supported by the Chief Administrative Officer. At no time shall a new employee be eligible for a step increase during their probationary period.



- 16.6. Where an employee's performance is below the desired standards, the Department Head may defer an increase to the next higher step in the range. The deferral must be for a specific period of time (eg. 3 months, 6 months etc.) and the employee must be advised in writing of performance expectations and the possible consequences of their continued unsatisfactory performance. Job performance must be reviewed again before the period of time has expired and a decision made regarding the increase recommendations (eg. submit or defer again). Any increase must be approved by the Chief Administrative Officer.
- 16.7. Promotions shall be dealt with as follows:
- 16.7.1. Employees promoted to a position that is classified higher than their present position shall move to a step in the new range that provides an increase.
- 16.7.2. The increase shall be effective on the date of promotion and subsequent increases shall be based on the performance review date and/or employment contract.
- 16.7.3. Regular and Part-time Employees may appeal decisions made under the salary policy section. Any employee who does not feel they have been treated fairly or according to Municipal policies may take the steps set out in 9.2.

## **17. Position Vacancies**

- 17.1. This section applies to Regular Employees, Part-time Employees and Casual Employees.
- 17.2. Whenever vacancies occur in the various departments of the Municipality, notice of such vacancies, together with the required qualifications and job rate, will be posted on the bulletin boards for a period of five (5) working days. Unless the Chief Administrative Officer determines otherwise, while the posting is taking place the position shall also be advertised externally. Posting and advertising requirements may be waived by the Chief Administrative Officer if it is deemed appropriate that a vacancy could be suitably filled by a current Municipal employee with an occupational injury requiring modified work either on a temporary or permanent basis.
- 17.3. If the vacancy involves a temporary appointment to fill in for an employee (eg. maternity leave, long-term illness) the position may be filled by transfer or promotion of a Regular Employee or Part-time Employee without posting but such transfer or promotion is subject to the approval of the Chief Administrative Officer.
- 17.4. When vacancies are being filled, prime consideration shall be given to the applicant's qualifications and ability to do the job satisfactorily. Where these

factors are relatively equal among applicants, employee service, (if applicable) shall also be a factor.

## **18. Vehicle Allowance**

- 18.1. This section applies to Regular Employees, Part-time Employees and Casual Employees.
- 18.2. For purposes of this policy “distance necessarily travelled” shall mean all distances travelled for the sole purpose of Municipal business, except distances required when travelling from an employee’s residence to the facility to which they normally report.
- 18.3. If an employee, as a result of the nature of their duties, is required to investigate situations on a twenty-four (24) hour basis (eg. road conditions) they may be authorized to take a Municipally owned vehicle home during the period that they are expected to provide twenty-four (24) hour coverage.
- 18.4. In spite of 18.2 above, Department Heads, who do not receive overtime pay when attending to duties outside of their normal working hours, “distances necessarily travelled” shall include the distance between their residence and the facility to which they normally report if they are required to attend meetings/appointments after their regular working hours and there has been time between the end of their regular working day and the meeting/appointment for them to travel to their residence.
- 18.5. All employees referred to in 18.1 shall be entitled to a vehicle allowance by Council resolution, for all distances necessarily travelled in carrying out the requirements of Municipal business. Refer to Vehicle Use Policy # 33

## **19. Expense Allowance when Attending Conferences/Seminars/Training**

- 19.1. This section applies to Regular Employees and Part-time Employees.
- 19.2. Employees authorized by their Department Head or Chief Administrative Officer to attend a conference or seminar will be reimbursed for expenses incurred in accordance with the following provisions:
  - 19.2.1. Employees will be paid a vehicle allowance at the rate in effect at the time of travel, for all “distances necessarily travelled” in order to attend the conference/seminar/training or the actual cost for public transportation in which case a receipt is required. An attempt should be made to use the most economical means of travel with due regard for convenience.



- 19.2.2. Employees will be reimbursed for actual hotel/motel cost for a standard room at the hotel/motel designated as the conference hotel or alternate hotel. In the event the employee chooses to stay at another hotel/motel, reimbursement will be limited to the per night cost for a standard room at the conference hotel. A receipt is required.
- 19.2.3. The Municipality will pay the registration cost in advance, or the employee will be reimbursed for their registration fee upon production of a receipt. Whenever possible, other expenses will also be prepaid such as parking/accommodations.
- 19.2.4. Employees will be paid a maximum of \$85.00 per day, cumulative for the duration of the event, for meals and beverages not covered in the registration fee. Employees claiming meal expenses are required to produce receipts for the expenses incurred.
- 19.2.5. Employees will be reimbursed for sundry expenses such as taxi, parking and job-related telephone calls at cost. Receipts must be produced. Personal telephone calls will be reimbursed to a maximum of \$10.00.

## **20. Staff Training and Development**

- 20.1. This section applies to Regular Employees, Part-time Employees and Casual Employees.
- 20.2. Attendance at all training/courses shall receive prior approval of the Department Head or Chief Administrative Officer. Any events exceeding \$2,000.00 must be approved by the Chief Administrative Officer.
- 20.3. Should an employee not successfully complete a training/course, the Municipality will pay for the cost of not more than one (1) re-examination. Any subsequent attempts will be at the employee's expense.
- 20.4. Employees interested in taking evening, correspondence or similar courses shall, subject to the availability of funds, be granted a refund of the tuition fees and related course material, and, if necessary, provided with a leave of absence with pay to write an examination if the examination must be written during the employee's normal working hours provided that:
- 20.4.1. The course is directly related to the present job or future potential job with the Municipality,
- 20.4.2. The course is given by a recognized educational institution or municipal organization (e.g. AMO; AMCTO),

20.4.3. The Employee has submitted detail of the course to the Department Head, prior to commencement of the course and the cost of the course is within the budget provisions,

20.4.4. The employee has provided proof of successful completion (final transcripts of passing marks or proof of 75% attendance in courses where there is no formal examination).

20.5. In the event that an employee should terminate their employment less than six (6) months following completion of any elective training/course requested by the employee, the employee will be required to reimburse the Municipality for the full cost of the training/course.

## **21. Travel Time to and from Meetings/Training**

21.1. Travel time to and from required training or meetings at a location other than the regular workplace will be considered work time for hourly employees as per ESA whether the employee leaves from the regular workplace or from home depending on the circumstance. Travel time to and from training that is not required by the employer will not be considered work time. For example, if an employee takes training in order to improve their chances for a promotion, it would not be considered work time since it is not required for their current position. Conferences will also not be considered required training unless attendance is specifically required in order to be qualified for the position the employee holds. If an employee is provided with a hotel room the night before training in order to avoid early morning travel, drive time will only be paid from the hotel to the training course, not drive time to the hotel. Vehicle allowance would still apply.

## **22. Leave of Absence**

22.1. Personal leave for Regular Employees, Part-time Employees and Casual Employees is defined as leave of an employee without pay approved by the Chief Administrative Officer.

22.1.1. Personal leave may not be granted for a period of more than thirty (30) calendar days unless authorized by Council.

22.1.2. If the personal leave exceeds ten (10) business days, the employee, if they have benefit coverage, must pay the total premiums for Group Life, Extended Health, Dental, Long-Term Disability and Short-Term Disability coverage prior to the commencement of the leave.

22.1.3. If the personal leave exceeds ten (10) business days, the remaining vacation credits shall be reduced by 8.33% per month of absence or part thereof.

22.1.4. Normally, if the employee is enrolled in OMERS, neither the employee nor the Municipality will make OMERS contributions during the period of leave of absence. The employee may arrange with OMERS to contribute for the broken service on behalf of the employee and the Municipality, subject to OMERS regulations.

22.2. Medical leave of absence for Regular Employees is defined as time off allowed for absence due to sickness or injury unrelated to work to a maximum of one hundred nineteen (119) days from the commencement of the absence or until the employee's sick leave credits are exhausted, whichever is the greater.

22.2.1. A medical leave of absence shall normally be granted to Regular Employees who are absent from work because of disability due to sickness or injury unrelated to work.

22.2.2. In order to qualify for short-term disability income, employees are required to notify their immediate supervisor of their inability to be at work because of sickness or disability.

22.2.3. Employees may be required to produce details of sickness or disability in the form of a medical certificate from a qualified medical practitioner.

22.2.4. Income protection for Regular Employees on medical leave of absence shall be in benefit coverage where applicable and will be maintained by the Municipality, subject to the provisions of the Collective Agreement, for employees absent on workers' compensation and long-term disability, for a period of time equal to the length of their seniority at the time of the commencement of the absence, or for thirty (30) months, whichever is the lesser. The Municipality will not participate either in full or in part towards the premium cost for any part of the employee benefit program when an employee is off unpaid for any reason in excess of sixty (60) calendar days except for:

22.2.4.1. An employee on maternity leave, as per current legislation,

22.2.4.2. An employee on parental leave, as per current legislation,

22.2.4.3. An employee in receipt of long-term disability benefits,

22.2.4.4. An employee on lay off, to a maximum of six (6) months, subject to the provisions of the Collective Agreement.

22.2.5. While a Regular Employee is on a medical leave of absence as defined above, the benefits enjoyed by the employee at the commencement of the



absence shall continue in effect, providing the employee pays their share of premiums (if any) monthly in advance.

22.3. Occupational medical leave for Regular Employees, Part-time Employees and Casual Employees is defined as time off allowed for absence due to illness or disability sustained by the employee in the course of their employment.

22.3.1. Income protection for Regular Employees, Part-time Employees and Casual Employees on occupational medical leave shall be in accordance with the provisions of the Workplace Safety and Insurance Board (WSIB).

22.3.2. While a Regular Employee is on occupational medical leave the benefits enjoyed by the employee at the commencement of the absence shall continue in effect, providing the employee pays their share of premiums (if any) monthly in advance for a period of up to thirty-six (36) months from the original date of illness or disability.

22.4. Pregnancy or parental leave for Regular Employees, Part-time Employees and Casual Employees shall be a leave of absence without pay for pregnancy or parental leave in accordance with the Employment Standards Act.

22.4.1. Benefit coverage, vacation entitlement and Service (if applicable) will be maintained in accordance with the requirements of the Act.

22.4.2. If the employee is enrolled in OMERS and wishes to contribute to OMERS during the pregnancy/parental leave, the employer will match the contribution for the period involved. If the employee does not wish to contribute to OMERS they can elect not to. In the event they wish to purchase OMERS for the period of the leave at a later date, the employee will have to pay both the employer and employee contributions for the period involved.

22.5. Bereavement leave applies to Regular Employees, Part-time Employees and Casual Employees.

22.5.1. Employees will, upon request, be granted a paid leave of absence for regular hours during which the employee has been scheduled to work, immediately following the death for the purpose of arranging and/or attending a funeral or memorial service as follows:

Relationship	Entitlement
Spouse, Child, Mother, Father, Brother, Sister, Mother-in-Law, Father-in-Law	5 business days
Daughter-in-Law, Son-in-Law, Grandchild, Grandparent, Spouse's Grandchild, Spouse's Grandparent	2 business days
Brother-in-Law, Sister-in-Law, Aunt, Uncle, Niece, Nephew, or to serve as Pallbearer	1 business day*
*To attend the funeral or memorial service. The employee will be entitled to a full day off work with pay to attend the funeral if the funeral occurs on a scheduled workday	

22.6. Leave for jury duty applies to Regular Employees, Part-time Employees and Casual Employees.

22.6.1. Employees who are required to serve as a juror or subpoenaed as a witness in any court in Ontario shall be granted a paid leave of absence for regular hours during which the employee has been scheduled to work.

22.6.2. The employee shall be excused from work for the part of each day that the employee shall actually render service as a juror or as a witness.

22.6.3. Upon completion of their jury duty or witness service, such employee shall present a satisfactory certificate showing such period of service. The employee will be paid their regular earnings for the hours during which the employee has been scheduled to work provided they deposit with the Treasurer of the Municipality the full amount of compensation from the courts, excluding mileage and traveling expense for the hours during which the employee was scheduled to work. If the employee presents themselves for selection as a juror and is not selected, then they shall be required to return to their regular employment to complete the remaining normally scheduled work period.

22.7. Family Medical Leave

22.7.1. A Regular Employee and Part-time Employee is entitled to, under the Employment Standards Act, 2000 regulations, family medical leave, unpaid, job protected leave of up to eight (8) weeks in a twenty-six (26) week period. Family medical leave may be taken to provide care or support to certain family members and people who consider the employee to be a like family member in respect to whom a qualified health practitioner has issued a certificate indicating that they have a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks. The medical condition and risk to death must be confirmed in a certificate issued by a qualified health practitioner.



- 22.7.2. An employee must inform the employer in writing that they will be taking a family medical leave of absence. If an employee has to begin a family medical leave before notifying the employer, they must inform the employer in writing as soon as possible after starting the leave. If the employee does not take the eight (8) week leave all at once, the employee is required to provide notice to the employer each time the employee begins a new part of the leave.
- 22.7.3. Further, the Municipality will not pay wages when an employee is on family medical leave. Employees who take family medical leave are entitled to the same rights as employees who take pregnancy or parental leave.
- 22.8. Regular Employees who are on either short-term or long-term disability leave under Section 28.9 or 28.10 shall have their employee benefits administered on the following basis:
- 22.8.1. The benefits enjoyed by the employee at the commencement of the absence shall continue in effect, providing the employee pays their share of premiums (if any) monthly in advance, for a period of up to twenty-four (24) months from the original date of illness or disability.
- 22.8.2. No OMERS contributions will be made by either the Municipality or the employee while the employee is on long-term disability since provision is made under the OMERS plan for disability pension or a waiver of contributions during the period of disability.

## **23. Policy on Sexual Harassment**

- 23.1. This section applies to all employees.
- 23.2. Sexual harassment in the workplace is not acceptable. The Municipality is committed to the belief that employees have the right to work in an environment that is free from any form of sexual harassment. Such freedom contributes to a workplace environment which respects the dignity of every employee and therefore encourages productivity.
- 23.3. No supervisor shall suggest, either directly or indirectly, that an employee's submission to or rejection of sexual advances will in any way influence any personnel decision regarding that employee's employment, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.
- 23.4. Sexually harassing conduct in the workplace that may create an offensive work environment, whether it be in the form of physical or verbal harassment, and regardless of whether committed by supervisory or non-supervisory personnel, is

prohibited. Sexually harassing conduct includes, but is not limited to, offensive or unwelcome sexual flirtations, advances, propositions, verbal abuse of a sexual nature, sexist jokes causing embarrassment, sexually degrading words used to describe an individual and the display in the workplace of sexually suggestive objects, materials or pictures.

- 23.5. Sexual harassment in the workplace by an employee will result in disciplinary action up to and including dismissal. Employees, if they are confronted with sexual harassment, are encouraged to avail themselves of the employee complaint procedure. Such internal complaints will be investigated promptly, and corrective action will be taken where allegations are verified. No employee will suffer retaliation or intimidation as a result of using the employee complaint procedure or pursuing other options to address the sexual harassment issue, including the filing of a complaint with the Ontario Human Rights Commission. (Health & Safety Policy # OHS-041 Violence & Harassment Prevention)

## **24. Policy on Occupational Health and Safety**

- 24.1. This section applies to all employees.
- 24.2. It is the policy of the Municipality to promote safe working conditions and to provide such training and accident prevention programs as are necessary to achieve this purpose. The Municipality will ensure compliance with the Occupational Health and Safety Act in accordance with the established Health & Safety Committee for the Municipality.
- 24.3. It is the policy of the Municipality to ensure that work is performed in a safe manner consistent with good working practices. The responsibility for the Health and Safety program is delegated to all levels of the organizations.
- 24.4. Supervisory staff (as defined in the Occupational Health and Safety Act) shall endeavor to:
- 24.4.1. Ensure healthy and safe working conditions will prevail and that all safety rules and procedures are observed at all times,
  - 24.4.2. Determine the safest method to perform work for all job assignments,
  - 24.4.3. Be familiar with and adhere to the requirements of the Occupational Health and Safety Act and Regulations of Ontario,
  - 24.4.4. Ensure protection and proper use of all material and equipment and that all the equipment is maintained in a safe operating condition,



- 24.4.5. Ensure that no employee is permitted to work without proper instructions, adequate supervision and training,
  - 24.4.6. Be knowledgeable of all accidents and injuries under their jurisdiction and ensure that necessary medical attention is obtained immediately, as well as the completion of the proper form for the recording and reporting of all accidents,
  - 24.4.7. Review all accidents reports/investigations and establish corrective accident prevention measures where appropriate,
  - 24.4.8. Ensure employees receive and understand instructions when working with equipment or in conditions that may be hazardous.
- 24.5. It is the duty of employees to endeavor to:
- 24.5.1. Work in compliance with the provisions of the Occupational Health and Safety Act and Regulations,
  - 24.5.2. Take precautions to protect themselves and fellow employees from health hazards and unsafe situations,
  - 24.5.3. Serve on a Health & Safety Committee for the Municipality (when necessary).

## **25. Clothing and Personal Protective Equipment (PPE) Allowance**

- 25.1. This section applies to Regular Employees.
- 25.2. In the event an employee is required to wear a safety helmet, safety boots, safety glasses, safety gloves or similar safety equipment, to complete assigned duties it will be supplied by the Municipality.
- 25.3. Employees, whose duties require them to regularly attend at locations other than the Municipal Office to perform their duties will be supplied with:
  - 25.3.1. One (1) spring and one (1) winter jacket with the Municipal logo.
  - 25.3.2. Shirts suitable to the position with the Municipal logo at the discretion of the Department Head.
  - 25.3.3. All other Regular Employees will receive one (1) shirt annually with the Municipal logo, as required, at the discretion of the Department Head.

25.3.4. All employees will be provided with a Municipal identification card containing their photo and position within the Municipality.

25.3.5. The immediate Supervisor will ensure that all Municipal property is returned upon expiration of employment.

25.3.6. Worn out clothing and PPE shall be exchanged for new issues.

## **26. Pensions**

26.1. Retirement income administered by and in accordance with the provisions of the Ontario Municipal Employees' Retirement System (OMERS) is compulsory for every Regular Employee of the Municipality from date of hire and will be available to Part-time Employees.

26.2. The retirement plan is integrated with the Canada Pension Plan.

26.3. The contributions made by the employee by payroll deduction are matched by the Municipality and forwarded to OMERS monthly.

## **27. Statutory Benefits**

27.1. This section applies to all employees.

27.2. Employees shall have deductions from their regular pay and the Municipality will pay the appropriate amount, as determined by legislation for the following:

27.2.1. Canada Pension Plan

27.2.2. Employment Insurance

27.3. The Municipality will pay the appropriate rates on behalf of the employee for the following:

27.3.1. The Workplace Safety and Insurance Board

27.3.2. The Employer Health Tax

## **28. General Benefits**

28.1. This section applies to Regular Employees.

28.2. The Municipality's obligations are limited to the payment of 100% of the premiums necessary to maintain the employee's enrolment in the benefits set out in this Section. Eligibility for and entitlement to payment of benefits are subject to the



terms and conditions of the policy of insurance providing such benefits. The Municipality may change carriers from time to time provided the benefits are at least equivalent to those in effect at the time the carrier is changed.

- 28.3. Group Life Insurance equivalent to two (2) times the annual salary rounded up to the next \$1,000 effective following one (1) continuous month of service.
- 28.4. Group Accidental Death and Dismemberment Insurance equivalent to two (2) times annual salary rounded up to the next \$1,000 effective following one (1) continuous month of service.
- 28.5. Extended Health Care - In accordance with the current Collective Agreement
- 28.6. Vision - In accordance with the current Collective Agreement
- 28.7. Hearing Aids - In accordance with the current Collective Agreement
- 28.8. Dental Coverage - In accordance with the current Collective Agreement
- 28.9. Short-term disability that will pay 75% of the weekly earnings for a maximum of seventeen (17) weeks (one hundred and nineteen (119) calendar days) from date of illness or accident beginning:
  - 28.9.1. On the first day if a non-work related accident.
  - 28.9.2. On the fourth day if a non-work related illness.
  - 28.9.3. When an employee becomes eligible for short-term disability, any accumulated sick leave credits will first be exhausted at 100% of regular pay. Once sick leave credits are exhausted, pay will continue at 75% of the employee's regular pay for the remainder of the seventeen (17) week period (if applicable). Short-term disability pay after sick leave credits are exhausted may be topped up with vacation credits to a maximum of 100% of regular earnings for the remainder of the seventeen (17) week period (if applicable) at the employee's request.
- 28.10. Long-term disability effective following six (6) continuous months of employment that pays 75% of the employee's normal monthly salary [as determined by taking the amount in 28.3 above and dividing by twenty four (24)] if the employee is incapable of performing any kind of work because of illness or disability with the coverage coming into effect after a seventeen (17) week (one hundred and nineteen (119) calendar days) waiting period or when the sick leave credits accumulated in accordance with 5.4.5. are exhausted, whichever is the greater. No top up of long-term disability pay will be permitted in any form. Maximum coverage is subject to

the insurance providers terms and conditions related to proof of eligibility (medical examinations may be required)

- 28.11. All Regular Employees are eligible to receive a membership to either the fitness gym or walking track as a taxable benefit on a voluntary basis.

## **29. Benefits for Retirees**

- 29.1. This section applies to Regular Employees.
- 29.2. The Municipality will pay 100% of the premiums for Employer Health Tax (if applicable), Extended Health Care and Dental Coverage for an employee who voluntarily elects early retirement because they have met the applicable OMERS retirement factor from the date of retirement until the end of the month in which the employee's sixty fifth (65) birthday occurs providing:
  - 29.3. The employee is within ten (10) years of their regular retirement date.
  - 29.4. The employee is in receipt of a retirement pension from OMERS.
  - 29.5. The employee has at least fifteen (15) years of continuous employment with the Municipality at the time they elect to take early retirement.
  - 29.6. The benefit coverage terminates as of the end of the month in which the employee's sixty fifth (65) birthday occurs or in the event of death prior to their sixty fifth (65) birthday.
  - 29.7. The extension of any future enhancements or additions to the benefit plans outlined in this section will be at the sole discretion of the Municipality.

## **30. Employees to Receive a Copy**

All employees covered by this manual will receive a copy and have their Supervisor explain its contents and answer any questions pertaining to its contents. All new employees will receive a copy upon hire.

## **31. Review of Manual**

The terms and provisions of this Manual shall be reviewed on a continual basis to incorporate individual changes implemented by Council and a comprehensive review of the Manual will be completed after each municipal election.

## 32. Appendix “A” Flexible Work Arrangement Policy

DRAFT



# Township of Wellesley

<b>Subject:</b> Flexible Work Arrangement Policy	<b>Policy Number:</b> Administration XX-2022
<b>Date Approved:</b> June 21, 2022	<b>Approved by:</b> Council
<b>Date of Last Approved Revision:</b> June 27, 2023	
<b>This Policy Applies to:</b> This policy applies to all Township of Wellesley, full-time administration staff, working a standard 35-hour work week.	
<b>Policy Statement:</b> The Township of Wellesley is committed to providing excellence in customer service and delivering municipal services in an efficient and effective manner. At the same time, the Township supports flexibility in employee work arrangements and scheduled hours of work when it is possible and practical to do so.  Flexible working arrangements provide many benefits but will not be implemented in instances where it may diminish the level or quality of service, if it would result in an additional cost to the Township (ex. in overtime pay), or if it would adversely affect other employee's ability to deliver service.  The intent of this policy is to ensure that the Township remains competitive amongst our neighbors/comparators and is essential in ensuring that the municipality is able to attract and retain qualified employees.	
<b>Definitions:</b> <b>Core hours</b> – the hours when full-time employees must be present during their scheduled workday. These core hours may vary depending on the work schedule and demands of the business; however, Core Working Hours for the Township Administration Office shall be 8:00am to 4:30pm.  <b>Flexible work arrangement</b> – modification to the employee's work location, days worked per week, hours worked per day, etc. that provides flexibility as to where and when work can best be performed.	



**Application and Scope:**

This policy applies to all Township of Wellesley full-time administration staff. The options identified in the Flexible Work Arrangement Policy are not suitable for all positions and situations; some departments will have greater opportunity to facilitate flexible work arrangements.

Flexible working arrangements may be modified as operational or service needs require a change in the flexible work schedule, or by mutual agreement of the employee and the Department Head. In addition, flexible work arrangements may be reviewed or cancelled if an employee transitions to a new position, service area staffing levels change, the employee is returning from a leave of absence or if an employee requires workplace accommodations.

Flexible working arrangements will not be approved if they create an additional cost to the Township. Hours worked in addition to an employee's regular workday that are being accumulated or used as part of a flexible work arrangement are not eligible for overtime pay (subject to *Employment Standards Act* requirements). For example, if an employee's regular pay period consists of 70 hours, the total hours worked within that period (regardless of the hours worked per day) should equate to 70 hours and will be paid at straight time.

The terms and conditions of employment remain in effect for employees participating in any element of this policy, and employees are required to comply with all Township policies, procedures, protocols, and legislation including, but not limited to the *Employment Standards Act* (hours of work and overtime) and the *Occupational Health & Safety Act*.

Under any element of the Flexible Work Arrangement Policy, the primary workplace of Township employees is at a Township building/facility. Any employee requesting a compressed work arrangement, must enter into an approved formal agreement with their Department Head and CAO.

Any approved flexible work arrangement will be withdrawn if an employee moves to a new role. If the employee wishes to continue the arrangement in the new position, they must discuss the options with their new Department Head.

Any work arrangements covered under this Policy may be terminated by the Township should employee performance fall below acceptable standards. Furthermore, any work arrangements covered under this Policy may be terminated by the employee or the Township with two (2) weeks written notice.

During periods of extraordinary circumstances, such as a pandemic, significant inclement weather, or other emergencies, the Township may request that employees

work remotely for a temporary period, if operationally feasible, based upon the nature and scope of the positions.

### **Exceptions:**

Based on the service provided by service areas, some areas or positions may not be able to fully participate in all aspects of the flexible work arrangement program due to the nature of their work responsibilities, duties, or operational needs. The Township reserves the right to determine each position's ability to participate in a flexible work arrangement.

### **Responsibility**

HR/CAO is responsible for:

- the overall implementation and monitoring of the Flexible Work Arrangement Policy,
- acting as a resource for Management and Staff in the application of the policy,
- providing advice to Leaders on the implementation and administration of flexible work arrangements,
- tracking authorized flexible work arrangement agreements

Department Heads are responsible for:

- ensuring that service area practices are in line with the intent and spirit of the policy while ensuring service delivery is not compromised,
- responsible for monitoring and reviewing the flexible work arrangements within their service area to ensure their continued value and providing record of any formal arrangements in place in a timely manner to the Grand River HR Solutions/CAO.

Employees are responsible for:

- ensuring that their job responsibilities, duties and service level expectations and deliverables (to both internal and external customers) do not suffer and are completed at the acceptable performance level or higher.
- altering flexible work arrangements when requested to meet operational needs.

### **Procedure**

#### Flexible Work Arrangement Options

Employees may request one or more of these options, should they wish to participate in a flexible work arrangement. It is not mandatory to participate nor is approval automatic.

### Flexible Work Schedule/Hours Option

An informal arrangement between the Department Head and the employee to work up to a maximum of one day outside of the standard work schedule and taking the equivalent time off within the same pay period. No formal record needs to be kept beyond the pay period in question. Hours should be recorded on the employees' timesheet.

Subject to the approval of the Department Head, an employee may make arrangements to work hours that are not standard. For example, an employee may request to commence their workday earlier than their regular workday (i.e., 7:30am versus 8:30am) and/or later than their regular workday (9:00am versus 8:30am). A formal written agreement between the Department Head and the employee is required prior to commencing such an arrangement.

### Remote Work Option

Subject to the approval of the Department Head, an employee may make arrangements to complete work from a remote location, if it is demonstrated that they could be more productive at home than coming into work. An example of this would be if the employee has an appointment they need to attend which would result in less time away from work if they work from home than if they came into the office.

### Compressed Work Week Option

Compressed Work Week is a work arrangement where an employee works extra hours on a regularly scheduled workday so that the weekly, bi-weekly, or monthly schedule is completed in fewer days.

The municipality offers the following compressed work week schedules:

- Working five (5) days in four (4), taking one (1) day off each week; or
- Any other arrangement deemed suitable by the Department Head.

For example, the employee would work 8.75 hours per day and take one day off per week, based on a regular scheduled 35-hour work week. The employee must work the core hours (8:00am – 4:30pm) on their scheduled four days.

Not all jobs or service areas are suitable for this arrangement due to the nature of work performed and operational requirements. Characteristics of jobs that may be eligible for a compressed work week may include:

- Work does not have expected turnaround times or completion deadlines that require the employee's attendance five days a week.
- Work with enough variety wherein specific tasks can be completed during the extended hours.

### Statutory Holidays

For the purpose of this Policy, weeks that are impacted by a statutory holiday will revert to a standard five-day workweek of 7.0 hours per day.

The group that is scheduled Tuesday-Friday will work 8:00am-3:30pm and the group that is scheduled Monday-Thursday will work 9:00am-4:30pm.

For example, on January 1, 2023 (New Year's Day), staff would be compensated for 7.0 hours. Similarly, if a staff member opted to utilize vacation or lieu time during a week that contains a statutory holiday, 7.0 hours of allocated vacation or lieu time would be utilized per day.

Principles of a compressed work week include:

- Days off must be pre-determined, and the time off consistently scheduled and used.
- Days off cannot be accumulated or banked.
- The compressed work week schedule must be reviewed to ensure it does not overlap with planned vacation.
- Reductions in standard breaks (including lunch) are not eligible for the extra hours required under a compressed work week. An agreement shall be approved by the Department Head and the CAO in a timely manner to retain in the employee's file.

**See Also:**

## 33. Appendix “B” Employee Code of Ethics

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**APPENDIX “B” OF THE EMPLOYEE MANUAL  
TOWNSHIP OF WELLESLEY  
Employee Code of Ethics**

The Corporation of the Township of Wellesley is an incorporated municipality in the Region of Waterloo in the Province of Ontario. It is the intention of the Council of the Township of Wellesley that the business and affairs of the Township be conducted in strict observance of both the spirit and letter of the applicable laws of Canada, Ontario and Wellesley.

The purpose of the Code of ethics is to ensure that all business and communications of the Township is conducted in an honest and ethical manner.

Employees shall:

1. Observe values of fairness, impartiality and equity (this includes fairness in dealing with the residents of the Township and the public in general and refusing offers of gifts or other offers that attempt to influence decisions) in the conduct of their employment.
2. Remain mindful of the professional nature of the Township council/employee relationship and maintain a separation between administrative and policy matters. In the event of a concern, employees will seek resolution through the complaint procedure outlined in the employee manual.
3. Keep confidential all information about clients, personnel, collective bargaining and any other matters specifically determined by Council motion to be matters of confidence including matters dealt with during Caucus meetings of the Council.

In areas of uncertainty, (e.g. proper interpretation of this Code or its applicability to a given situation) the employee should seek immediate clarification regarding the appropriate course of action from the Chief Administrative Officer or the Personnel Committee of Council.

- (a) All employees of the Township are responsible for the implementation and enforcement of this Code.
- (b) Every Employee will, as a condition of employment, confirm in writing his/her acceptance of this Code of Ethics.
- (c) All employees who learn or become aware of a violation of the Code will immediately report the matter to the Chief Administrative Officer or the Personnel Committee of Council

I \_\_\_\_\_ being an employee of the Township of Wellesley acknowledge that I have reviewed this Code of Ethics and I am aware of and understand the policies of the Township of Wellesley respect to all employee business and communications. I affirm my commitment to the above Code of Ethics of the Township of Wellesley.

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

## 34. Appendix “C” Oath of Confidentiality Agreement

DRAFT



**APPENDIX “C” OF THE EMPLOYEE MANUAL  
TOWNSHIP OF WELLESLEY  
OATH OF CONFIDENTIALITY AGREEMENT**

I, \_\_\_\_\_, an employee of the Township of Wellesley, declare that, in carrying out my duties as an employee, I will:

1. Exercise the powers of my position and fulfill my responsibilities in good faith and in the best interests of the Corporation.
2. Exercise these responsibilities, at all times, with due diligence, care and skill in a reasonable and prudent manner.
3. Respect and support the Corporation’s By-laws, policies, Code of Conduct, and decisions of the Council.
4. Keep all confidential information that I learn about clients, personnel, collective bargaining and any other matters specifically determined by Council motion to be matters of confidence including matters dealt with during Caucus meetings of the Council.
5. Have respect for the collective decisions of the Council and subordinate my personal interests to the best interests of the Corporation.
6. Immediately declare any personal conflict of interest that may come to my attention.

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

## 35. Appendix “D” Performance Evaluation Forms

DRAFT

Employee: \_\_\_\_\_

Job Title: \_\_\_\_\_

Department: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Date of Previous Evaluation: \_\_\_\_\_

Date of Review: \_\_\_\_\_

### Part I – Instructions

This evaluation form lists the criteria and competencies against which you must rank the employee. Corporation of the Township of Wellesley considers these performance factors to be critical to the success of personal, departmental, and company goals. The criteria listed in this evaluation should accurately reflect the employee's overall performance as it relates to the duties/expectations set forth in his or her job description.

Rate the employee in each section of this form according to the table below. Be sure to add comments, thoughts, and observations are important to the evaluation process.

<b>1</b>	<b>UNACCEPTABLE</b> – Consistently fails to meet job duties and expectations; performs at a level demonstrably below corporate requirements; improvement required immediately to maintain employment.
<b>2</b>	<b>NEEDS IMPROVEMENT</b> – Occasionally fails to meet job duties and expectations; considerable improvement needed to meet job requirements.
<b>3</b>	<b>MEETS EXPECTATIONS</b> – Performs job duties at a satisfactory level according to job description, under normal supervision and direction.
<b>4</b>	<b>EXCEEDS EXPECTATIONS</b> – Often exceeds job requirements; consistently meets goals and objectives; accomplishments occasionally made in areas outside normal job role.
<b>5</b>	<b>SUPERIOR</b> – Consistently exceeds job requirements; top performer in all areas; frequently makes accomplishments in areas outside normal job role.

### Part II – Job Criteria

<b>Abilities, Knowledge, and Skills</b>	
The degree to which the employee exhibits the knowledge and skills required to fulfill job duties, as well as the techniques and tools used to do so.	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Quality of Work</b>	
Does the employee complete his/her work with the expected degree of quality? Is the employee attentive to detail, and actively seeks out and corrects quality control issues? Take into account accuracy of work, neatness, and adherence to standards.	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Quantity of Work</b>	
Does the employee complete his/her fair share of the assigned work load? Are deadlines met consistently? Also consider how well the employee manages his/her time, and how well he/she manages simultaneous or conflicting priorities.	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Attitude</b>	
Does the employee display a positive and cooperative attitude about his/her job role, assigned work, and the organization? Are working relationships built and maintained by this employee? Is he/she open-minded and accepting of constructive feedback by peers?	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Communication Skills</b>	
Does the employee communicate clearly and effectively within his/her role? Does the employee clearly express himself/herself both orally and in writing? Does the employee listen well and respond appropriately? Are written and verbal reports clear and accurate?	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

## Part III – Behavioral Characteristics

<b>Cooperation</b>	
Does the employee work well with peers and supervisors? Does the employee willingly contribute to the success of the team or department? Does the employee exhibit consideration for others; a willingness to help; maintain a rapport with co-workers?	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Reliability</b>	
Does the employee follow through on commitments and job duties consistently? Does the employee accept accountability for his/her work? Does the employee properly follow instructions, directives, and procedures?	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Initiative</b>	
Does the employee actively seek out and assume additional responsibilities, without being asked to do so? Does the employee demonstrate an ability to encourage and/or inspire others? Does the employee recognize and act upon new opportunities?	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	



<b>Attendance and Punctuality</b>	
Consider the extent to which the employee is late on assigned working days; the extent to which the employee departs early on assigned working days; and the extent to which the employee is sick or absent, all within the context of organizational policies.	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Judgment and Analysis</b>	
How well does the employee effectively analyze and solve problems? Does the employee clearly use sound judgment to do so? Is the employee decisive? Does the employee act on decisions in a timely manner? Does the employee successfully overcome obstacles?	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Adaptability</b>	
How well does the employee adjust to new directives, procedures, duties, supervisors, or working environments? Does the employee accept new ideas with relative ease? Does the employee suggest new methods and approaches to work?	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

## Part IV – Supervisory Criteria

<b>Leadership</b>	
Does the employee consistently demonstrate his/her ability to lead others? Does the employee motivate others to perform better? Does the employee have the respect of his/her work group? Also consider the ability to direct others towards a common goal.	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Organizational and Planning Abilities</b>	
How well does the employee plan and organize work duties? Does the employee coordinate well with other workers and departments? Does the employee establish priorities appropriately; anticipate future needs?	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Task Delegation</b>	
How well does the employee oversee the work and direction of subordinates? Are duties assigned appropriately? Does the employee select the right kind of staff as appropriate to the task at hand?	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Administrative Skill</b>	
To what extent does the employee manage day-to-day administrative duties? Does the employee ensure that organizational policies are adhered to? Does the employee make the appropriate utilization of company budget, equipment, and resources?	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

<b>Staff Management</b>	
Is the employee a positive role model for peers and/or subordinates? Does the employee provide constructive guidance and feedback to others? Does the employee assist other workers in accomplishing their own goals, duties, objectives?	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

## Part V – Goal Completion

<b>Goals for Review Period</b>	
List and discuss the goals set forth for this employee during the period under review. Identify those areas of responsibility where the employee did/did not meet performance goals and/or project milestones. Evaluate the progress made by the employee on predetermined goals, projects, job duties, and special assignments by selecting the appropriate box below each goal listed.	
<b>Goal #1</b>	
Satisfactory Progress _____ Unsatisfactory Progress _____	
<b>Goal #2</b>	
Satisfactory Progress _____ Unsatisfactory Progress _____	
<b>Goal #3</b>	
Satisfactory Progress _____ Unsatisfactory Progress _____	

Goals for Next Review Period
List any goals, projects, job duties, and special assignments to be continued and/or completed in the coming year. Set these goals with the understanding that corporate priorities are subject to change as business situations change. Update this section as necessary throughout the next review period.
<b>Goal #1</b>
<b>Goal #2</b>
<b>Goal #3</b>

## Part VI – Overall Performance

Overall Assessment	
Use this space to specify the employee's overall job performance. The overall rating should reflect and take into account both job criteria, behavioral, supervisory, and goal completion rankings.	
<b>Unacceptable</b>	<b>1</b>
<b>Needs Improvement</b>	<b>2</b>
<b>Meets Expectations</b>	<b>3</b>
<b>Exceeds Expectations</b>	<b>4</b>
<b>Superior</b>	<b>5</b>
Comments:	

Developmental Objectives
Complete this section once you and the employee have discussed and agreed upon opportunities for improvement of the employee's performance/skills. Include any training and/or developmental objectives, corresponding activities, and time frames for completion.
<b>Objective #1</b>
<b>Objective #2</b>

<b>Objective #3</b>
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**Supervisor Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Part VII – Employee Signoff

I have been advised of my performance rankings. The rankings and comments in this review have been discussed and explained to me by my supervisor. I understand the implications of poor performance and of the consequences of failing to improve my performance. My own comments are as follows:

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**Employee Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_