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| TITLE: EMPLOYMENT BENEFITS – Non Union | SECTION: HUMAN RESOURCES |
| EFFECTIVE DATE: March 10, 1999 | POLICY NO.: KDSB-HR-II-03 |
| APPROVED BY: By-Law 1999-01 | REVISED: Motion 2006-27 Motion 2008-105 |

POLICY STATEMENT

Employees of the Board shall be entitled to receive the benefits outlined in this policy provided they qualify under the policies of the Board or under the policies of a ‘benefit provider’ contracted by the Board.

PROCEDURES

1. Group Insurance

- (1) An eligible employee will receive coverage immediately upon completion of any mandatory waiting period established under the terms of each plan.
- (2) The Board may in its sole discretion waive the mandatory waiting period provided the waiving of such waiting period is permitted under the terms of each plan.
- (3) The Employer agrees to contribute seventy-five percent (75%) of the billed premium towards coverage to all regular full-time employees who retire early and have not reached age sixty-five (65) and, who are in receipt of the Employer’s pension plan benefits, on the same basis as is provided to active regular full-time employees for extended health care and dental benefits. Retired employees, who choose to participate in the Employer’s extended health care and dental benefit plans shall contribute the remaining twenty-five percent (25%) to the billed premiums payable by post dated cheques three (3) months in advance of the month for which the premium is paid to the carrier. Upon reaching the age of sixty-five (65) any benefits under the extended care and dental plans will cease.

2. Pension Plan

Eligible employees must enroll in the OMERS pension plan immediately upon employment or immediately upon completion of any mandatory waiting period established under the terms of the plan.

3. Recognized Holidays

The following shall be recognized as holidays and Regular employees (full-time and part-time) will receive their regular equivalent daily or hourly rate of pay for such day(s), provided they have complied with all other requirements under this policy section:

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|----------------------------|-------------------------|
| (i) News Year’s Day | (vii) Labour Day |
| (ii) Good Friday | (viii) Thanksgiving Day |
| (iii) Victoria Day | (ix) Remembrance Day |
| (iv) Second Monday in June | (x) Christmas Day |
| (v) Canada Day | (xi) Boxing Day |
| (vi) Civic Holiday | |

An employee who is not exempt from overtime pay pursuant to the Employment Standards Act, shall receive time and one half (1.5x) his/her regular straight time hourly rate for hours worked on a recognized holiday provided such work was approved by his/her supervisor prior to being worked.

In addition, regular employees will be entitled to receive their regular equivalent daily or hourly rate of pay for one ‘floater day’ per calendar year, such day to be mutually agreed upon by the employee and his/her supervisor.

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4. Annual Vacation

- (1) Eligible employees shall earn vacation time as follows:
 - (i) An employee who has completed one (1) year but less than three (3) years of continuous service shall be entitled to three (3) weeks annual vacation, with pay.
 - (ii) An employee who has completed three (3) years but less than five (5) years of continuous service shall be entitled to four (4) weeks annual vacation, with pay.
 - (iii) An employee who has completed five (5) years but less than fifteen (15) years of continuous service shall be entitled to five (5) weeks annual vacation, with pay.
 - (iv) An employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service shall be entitled to six (6) weeks annual vacation, with pay.
 - (v) An employee who has completed twenty-five (25) years or more of continuous service shall be entitled to seven (7) weeks annual vacation, with pay.
 - *** (vi) An employee who has completed ten (10) years continuous service shall be entitled to one (1) day with pay for each additional two (2) years of continuous service to an accumulated maximum of ten (10) days.
- (2) Notwithstanding section 4(1) of this policy, former full-time and part-time permanent employees of the Kenora District Housing Corporation (KDHC) who have accepted employment with the Kenora District Services Board, on November 1, 2005, will be eligible for vacation time based on the calendar year (January 1 to December 31).

Should such former KDHC employee(s) take vacation time or part thereof in advance of his/her anniversary date or before fully earned, should termination occur, the employee shall reimburse the employer for the unearned portion of such vacation taken.

Note: The Director of Finance will maintain a list of such former KDHC employees.
- (3) Temporary and casual employees shall receive four (4) per cent vacation pay based on wages/salary earned in a pay period.
- (4) Vacation time will be taken in units of whole working days and employees will receive a regular pay cheque based on regular work day earnings.
- (5) The Board reserves the right to allow vacation time or part thereof to be taken in advance or before fully earned under the Employment Standards Act (Ontario). If such advanced vacation is approved and taken, should termination occur, the employee shall reimburse the Board for the unearned portion of such vacation.
- (6)
 - (i) The timing of all vacation is at the convenience of the Board. It is the Board's policy to arrange employee vacations, whenever possible, in the period requested by the employee; however, some employees may have to take all or part of their vacation during less desirable times of the year.
 - (ii) Requests for vacation time off shall be in writing and shall be submitted to the employee's supervisor.
 - (iii) Requests for vacation time off for June, July and August shall be submitted to the employee's supervisor by April 1st of each year. An employee may indicate a second or third preference for vacation time.

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4. Annual Vacation - Continued

- (iv) Where a dispute arises between two or more employees requesting the same vacation time, and such request cannot be accommodated by the Board, then the employee's supervisor shall consider the following criteria in determining which employee will be granted the vacation time off:
 - a) job requirements;
 - b) date request received;
 - c) special circumstances (if any) for the requested time; and
 - d) seniority
- (7) (i) An employee who has at least two years of continuous service with the Board, may defer up to one (1) week's vacation until the following year and such deferred vacation may be added to the employee's regular vacation entitlement for the year following deferral provided such deferral has been approved by the employee's supervisor and provided that the employee takes at least two weeks vacation in the year in which the deferral was requested;
- (ii) An employee with seven or more years of service with the Board may defer up to two (2) week's vacation until the following year and the conditions in (7) (i) of this Policy apply.
- (8) For purposes of determining 'years of continuous service' the Board may in its sole discretion recognize an employee's cumulative service with a predecessor employer at the time the employee is hired.

5. Leaves of Absence

- (1) Bereavement Leave
 - (i) In the event of the death of a Spouse (including common-law spouse or same sex partner), Son, Daughter, Father, Mother, Brother, Sister, Step-Parent, Step-Child, Guardian or Ward, an employee (probationary, regular full or part time) will be granted up to five (5) consecutive days bereavement leave without loss of regular pay from regularly scheduled hours.
 - (ii) In the event of the death of a Father-in-law, Mother-in-law, Grandparent, Grandchild, Sister-in-law or Brother-in-law, an employee (probationary, regular full or part-time) will be granted up to five (5) consecutive days bereavement leave without loss of regular pay from regularly scheduled hours.
 - (iii) Receipt of the above entitlements is subject to the following conditions:
 - (a) notification for bereavement leave is made as soon as possible; and
 - (b) one of the leave days must be the day of the funeral or memorial service.
 - (iv) An eligible employee will receive pay at his/her base rate for the days/hours the employee would normally have worked.
 - (v) The Board, in its sole discretion, may grant or extend such leave without pay in extenuating circumstances.

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(2) Personal Leave

- (i) An employee desiring a personal leave of absence without pay, shall present a written request to the Chief Administrative Officer stating the reason for and the duration of the requested leave at least thirty (30) days prior to the commencement of the leave.

Due consideration shall be given to such requests; however, the granting of the request shall be at the sole discretion of the Board.

An employee taking employment for wages or salary during the employee's personal leave of absence will be considered as having terminated his/her employment with the Board.

- (ii) A leave of absence will not be granted for a period exceeding thirty (30) working days, except in extenuating circumstances and at the sole discretion of the Board, but such leave shall not exceed three (3) month's duration.
- (iii) The Board will approve or deny the request in writing within fourteen (14) days after the receipt of the request.
- (iv) An employee on a personal leave of absence consisting of more than thirty (30) consecutive days shall not be entitled to credited service for the purposes of salary increases, vacation, sick leave or any other benefit.

The employee will be required to pay for, in advance, 100% of the group insurance premiums for such benefits, subject to the terms and conditions of the respective plans. The employee will not be eligible to participate in the disability income plan during the term of the leave.

(3) Jury Duty / Witness

- (i) An employee shall be granted a leave of absence who is:
 - (a) called as a juror in any Court;
 - (b) selected to sit as a juror in any Court;
 - (c) called as a witness for the Board;
 - (d) a witness subpoenaed by the Crown.
- (ii) The Board shall pay such employee, the difference between his/her normal earnings and the payment he/she received, excluding any payment received for traveling, meals and other expenses upon presentation of proof of service and the amount of pay received.
- (iii) In order to qualify for payment under this section, an employee must inform his/her supervisor as soon as possible after selection for service or witness.

(4) Pregnancy / Parental Leave

- (i) Pregnancy leave will be granted in accordance with the Employment Standards Act (Ontario).
 - (a) An employee who is on pregnancy leave, who has applied for and is in receipt of Employment Insurance pregnancy benefits, shall be paid a supplemental employment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three (93) percent of her normal weekly earnings and the sum of her weekly employment insurance benefits and any other earnings. Receipt by the Board of the employee's employment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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(4) Pregnancy / Parental Leave - Continued

In addition to the foregoing, the Board will pay the employee ninety-three (93) percent of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

(ii) Parental leave will be granted in accordance with the Employment Standards Act (Ontario).

- (a) An employee who is on parental leave, who has applied for and is in receipt of Employment Insurance parental benefits, shall be paid a supplemental employment benefit for a period not exceeding ten (10) weeks. The supplement shall be equivalent to the difference between ninety three (93) percent of her/his normal weekly earnings and the sum of her/his weekly Employment Insurance benefits and any other earnings. Receipt by the Board of the employee's employment insurance cheque stubs shall constitute proof that she/he is in receipt of Employment Insurance benefits.

In addition to the foregoing, the Board will pay the employee ninety-three (93) percent of her/his normal weekly hours during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

(5) Family Medical Leave

Family medical leave without pay will be granted in accordance with the Employment Standards Act (Ontario).

(6) Emergency Leave

Emergency leave without pay will be granted in accordance with the Employment Standards Act (Ontario).

(7) Attendance Credits and Sick Leave

- (i) The use of sick leave is designed to help safeguard employee health and morale, but such leave is a privilege and not a right. The abuse of sick leave privileges is grounds for disciplinary action and/or dismissal.
- (ii) Attendance credits for regular full-time and regular part-time employees shall be earned at the rate of one (1) working day for each calendar month of continuous employment with the Board to a maximum of twelve (12) working days per calendar year, except that no credit shall be earned in any month in which the employee is absent from duty for more than five working days for any reason other than vacation or an on-the-job (compensable) injury.
- (iii) Attendance credits may only be used in the event the employee is unable to attend to his/her duties by reason of his/her personal illness or disability, medical and dental appointments, in-patient or out-patient counseling for mental or emotional problems.
- (iv) Any other use of attendance credits shall be considered an abuse and the employee will be subject to the actions outlined in subsection (1) of this section.
- (v) The unused portion of an employee's attendance credits shall be cumulative from one calendar year to another to a maximum of thirty-six days.

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(7) Attendance Credits and Sick Leave - Continued

- (vi) To qualify for payment of sick leave, an employee:
 - (a) must have established attendance credits;
 - (b) must notify his/her supervisor no later than thirty (30) minutes after the beginning of his/her work day;
 - (c) must notify his/her supervisor of continued absence daily;
 - (d) may be requested to provide the Board with a Doctor's Advice/Certificate, indicating his/her inability to work, after two consecutive days' absence, upon return from such leave;
 - (e) will be paid the number of hours he/she would normally be scheduled to work for each applicable day absent due to sickness provided the employee has accumulated sick leave credits, and complies with all requirements under this section;
 - (f) sick leave is to be charged in units of whole hours or whole days as the case may be.
- (vii) All sick leave hours paid will be treated as time worked for the purpose of calculation of daily or weekly overtime.
- (viii) Employees will not be eligible for pay in-lieu of any unused sick leave credits upon termination of employment, resignation or retirement.

(8) Education Leave

- (i) An employee desiring a leave of absence without pay to enroll in an educational program, which is directly related to the employee's job, at a recognized educational institution may be granted such leave at the sole discretion of the Board.
- (ii) An educational leave will not be granted for a period exceeding two consecutive years.
- (iii) The employee will be expected to enter into a written agreement with the Board prior to the commencement of such leave which requires the employee to work for the Board for a minimum of two consecutive years following the end of the educational leave.
- (iv) An employee who has been granted such leave by the Board shall be responsible for full payment of premiums in advance for health and welfare benefits and for contributions to the OMERS pension plan subject to the terms and conditions of the respective plans. The employee will not be eligible to participate in the disability income plan during the term of the leave.

6. Worker's Compensation

- (1) Injury or occupational disease sustained by an employee while 'on the job' is covered under the Workplace Safety Insurance Board (WSIB) Act and it is the employee's responsibility to report such injury or occupational disease in writing to his/her supervisor within twenty-four (24) hours of occurrence. Such written report will be made on the required WSIB forms.
- (2) The Board will maintain the employee on active payroll when he/she is absent from work due to the 'on the job' injury or occupational disease for the first twenty (20) working days of lost time.
- (3) The Board will pay the employee's regular earnings for the first twenty (20) working days of lost time. If an award is not made, payments made under a Short Term Disability Plan in excess of that to which he/she is entitled shall be an amount owing by the employee to the Board.

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6. Worker's Compensation - Continued

- (4) Where an employee receives an award from the WSIB, the Board shall maintain its share of the cost of the employee's benefit premiums under any group insurance plan for the period during which the employee is receiving the award. Any employee share of the cost of the benefit premium will also be paid by the Board but that amount shall be owing by the employee to the Board.
- (5) An employee receiving an award under the WSIB Act shall not be entitled to any benefits under a Short Term Disability Plan maintained by the Board.