

# **THE RURAL MUNICIPALITY OF PINEY**

## **EMPLOYMENT POLICY**

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**DEFINITIONS**

- 1 A 'full-time Employee' is one who, on a regular recurring and year-round basis, is normally scheduled to work a normal work week of 36 ¼ hours and has completed the probationary period.
- 2 A 'part-time Employee' is one who, on a regular recurring and year-round basis, is normally scheduled to work less than full-time hours after completion of the probationary period.
- 3 A 'seasonal Employee' is an Employee, other than a student, who is hired on a temporary basis to meet seasonal or peak period demands.

**HOURS OF WORK**

All Full Time Employees hours of work will be based on a minimum of a thirty-six and one quarter (36 1/4) hour work week. Normal office hours are 8:30 A.M. to 12:00 Noon and from 12:45 P.M. to 4:30 P.M., Monday through Friday.

Employees shall work such number of hours as are reasonably required to carry out their duties and shall be eligible for overtime after 40 hours.

Where travel is required to attend seminars and conferences, regular work week hours will be taken into account for the purposes of calculating working hours

**OVERTIME**

Employees who work overtime shall be eligible for time off or pay at the rate of one and a half (1.5) hour for each hour worked beyond a forty (40) hour work week up to a maximum of sixty (60) hours per week.

**Banked Overtime**

At the Employee's request he will not be paid for overtime worked and payment for this work will be banked. For payment purposes, banked overtime cannot accrue greater than six (6) months.

The banked overtime pay will be paid at the discretion of the Employee on the company payday following the request and will form part of that Employee's regular pay.

## **WAGE RATES AND CLASSIFICATION**

Wage rates and Classifications as per Appendix "A".

All Employees will receive a Cost Of Living Allowance effective January 1 of each year based upon Statistics Canada, Consumer Price Index calculated using the following parameters:

- All Items
- Manitoba
- November to November

## **GENERAL HOLIDAYS**

Every Full Time Employee including Full Time Seasonal shall receive one (1) day's pay although the Employee does not work, on the holidays listed below.

Part Time Employees will receive a prorated pay for the holidays listed below using the Employment Standards General Holiday pay calculation method.

New Year's Day	Louis Riel Day	Good Friday
Easter Monday	Victoria Day	Canada Day
Civic Holiday	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

The following days will be considered half day holidays:

Christmas Eve	New Year's Eve
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Where a general holiday falls on a day that is a non-working day for an Employee, The Employee is entitled to and shall be granted a holiday with pay immediately preceding or following the general holiday.

## **VACATION**

### **Length of Vacation**

1. Full Time Employees shall accumulate vacation leave entitlement as follows based on a fiscal year commencing January 1 and ending December 31:
  - a) An Employee who has completed one (1) full year and less than ten (10) years of service shall be entitled to vacation leave of fifteen (15) working days per year. The Employee who has completed less than one (1) full year of service, shall have their vacation leave prorated.
  - b) An Employee who has completed more than ten (10) years and less than 20 years of service, shall be entitled to vacation leave of twenty (20) working days per year.
  - c) An Employee who has completed more than twenty (20) years of service shall be entitled to vacation of twenty-five (25) working days per year.

Where a holiday falls within an employee's vacation, the employee shall be entitled to one extra day of vacation to be taken at any time upon pre-approval of the C.A.O. The Employee must submit in writing, to the C.A.O., a request for vacation time. The Employee shall schedule vacation so as to least interfere with the continuance of the operations.

2. Seasonal and Part-time Employees shall receive vacation pay in each pay period in lieu of vacation. The amount of vacation pay shall be calculated as follows:
  - a) six per cent (6%) of his gross (regular) pay to the end of the tenth (10<sup>th</sup>) year of service;
  - b) eight per cent (8%) of his gross (regular) pay from the eleventh (11<sup>th</sup>) year of service to the end of the twentieth (20<sup>th</sup>) year of service;
  - c) ten per cent (10%) of his gross (regular) pay from the 21<sup>st</sup> (21<sup>st</sup>) year of service.

### **Vacation Preference**

Employees shall be granted a vacation period as decided by management but with preference, where practical, being given to accommodate the wishes of the Employee based upon management's decision.

### **Accumulation of Vacation**

All vacations are to be taken in the year immediately following that in which the entitlement was accumulated, however, with the written permission of the Employer, vacation leave entitlement may be carried over from one year to the next.

### **SICK LEAVE**

Sick leave shall accumulate at the rate of one (1) day per completed month of active employment to twelve (12) days annually. Sick days shall be accumulate to a maximum of 180 days.

Sick leave shall not be used by an employee for any periods of illness which occur during their regularly scheduled vacation or any other leave of absence.

Sick leave shall not accumulate during periods when an employee is absent on sick leave and/or workers compensation leave for a period of more than 10 consecutive days.

Seasonal Employees are eligible for sick leave. The benefit will be calculated upon full time entitlement with no accumulation carry forward to the following year.

There will be no allowance for unused sick leave upon termination of employment.

**Family Leave**

Family leave shall accumulate at the rate of one-half (1/2) day per completed month of active employment to a maximum of six (6) days for immediate family illness. Immediate family shall be defined as a spouse, children, dependants or parents. Family leave shall not be used by an employee for any periods of illness which occur during his or her regularly scheduled vacation or any other leave of absence.

**Record of Sick Leave and Family Leave**

A record of all unused sick leave and family leave will be kept by the Employee on their monthly attendance report.

**Proof of Illness**

An Employee shall be required by the Employer to produce a certificate from a duly qualified medical practitioner if the employee is absent from work for more than three consecutive days for either Sick Leave or Family Leave.

**LEAVE OF ABSENCE****Compassionate Leave**

- a) All Employees shall be entitled to compassionate leave up to three (3) working days without loss of salary in the event of the death of a member of an employee's immediate family. Immediate family is defined as father, mother, brother, sister, spouse, child or ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides. .
- b) All Employees shall be entitled to compassionate leave up to one (1) working day without loss of salary in the event of the death of an employee's grandparent, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle or grandchild.
- c) An Employee, who is entitled to compassionate leave under Section a) and b) during his or her vacation leave shall receive vacation credits equal to the number of days of compassionate leave granted.
- d) Provided an employee has not received compassionate leave for the death in question, an employee shall be entitled to compassionate leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer.

C.A.O. may, at his discretion, require a death certificate or other documented proof be provided before or immediately after said leave is granted.

**Jury Duty**

The Employer shall pay an Employee who is required to serve as a juror or attend as a court witness, at any case other than his or her own the difference between the normal earnings and the pay the Employee received for jury service. The Employee shall present proof of service and the amount of remuneration received.

**Maternity, Parental and Adoptive Leave**

Employees shall be entitled to such leave in accordance with the Employment Standards Act.

**BENEFITS**

The following benefits shall be made available to all Employees:

- a. MEBP Basic Life Insurance
- b. Disability Income plan through MEBP
- c. Group Medical and Dental Insurance (HED Plan II)

These benefits are funded on a 50/50 cost sharing basis between the Employer and the Employee.

The following benefits are also available but are funded 100% by the Employee:

- a) Dependant Life Insurance through MEBP
- b) Voluntary Life Insurance through MEBP

Eligibility for group benefit coverage will cease upon termination of employment.

**PENSION PLAN**

All Employees must participate in the MEBP (Manitoba Employees Benefits Program) Pension Plan through either the Automatic or Compulsory Participation options. The Employer shall match the Employee's contributions to the Plan.

**ANNUAL PERFORMANCE REVIEW**

The C.A.O. shall perform an annual review of the Employee's performance. An annual performance review will be conducted during the first week of January. Performance reviews shall be conducted in accordance with criteria developed between the Employer and Employee.

The Employee shall be apprised of the results of the performance review and shall be given an opportunity to provide written comments to the Employer.

## **PROFESSIONAL DEVELOPMENT**

All Employees shall participate in appropriate professional associations. Attendance of the Employee in other such organizations will be at the discretion of the Municipality as deemed appropriate in the performance of the Employee's duties. The Municipality shall reimburse the Employee for all reasonable expenses incurred in travel for the Municipality, attending the annual conference of his or her provincial professional association, educational courses and meetings of the local chapter of his or her professional association upon presentation of appropriate expense reports.

## **EXPENSES**

The Municipality shall reimburse the Employee for all authorized business expenses that he or she incurs in the course of employment.

## **TERMINATION OF EMPLOYMENT**

The Employee or the Employer may terminate employment as per Employment Standards.

