

**TOWN OF
AMHERSTBURG**



POLICY NO.: H00 – Employee Benefits and Sick Leave

SOURCE: Council Minutes

SECTION: Report 10

DATE ENACTED: October 23, 2006

DATE OF AMENDMENT:

SUBJECT:

EMPLOYEE BENEFITS AND SICK LEAVE

INTENT:

To provide employees with comprehensive health and income replacement benefits including employer funded sick leave.

SCOPE:

This policy applies to all permanent full-time employees.

PROCEDURE / IMPLEMENTATION:

GROUP HEALTH INSURANCE PLANS

1. The Employer agrees to pay one hundred percent (100%) of the premium costs for the group health benefits listed herein. In so doing, coverage will be provided for: all employees, their spouses and/or eligible dependents (including overage dependents as defined by Green Shield); employees receiving disability benefits (including, but not limited to STD, LTD, OMERS Disability, and/or CPP Disability); retirees, their spouse and/or their eligible dependents and; in the event of the death of an active employee or retiree – their surviving spouse and/or eligible dependents. The Plan will include the following:
 - a) The Employer Health Tax
 - b) Green Shield Supplementary Plan for Semi Private Hospital Care
 - c) Green Shield Apoth-O-Care Drug Plan #3 (Produce Selection) – with prescription co-payment of one dollar (\$1.00)
 - d) Green Shield Dental Plan 14 – including Orthodontic coverage to a maximum of two thousand dollars (\$2,000.00) and Bridges and Crowns to a maximum of one thousand dollars (\$1,000.00) lifetime

at fifty percent (50%) (Each procedure/claim is paid at 50% by the carrier and is applied to the lifetime maximum).

- e) Green Shield Vision Care Plan E – providing two hundred and fifty dollars (\$250.00) every twenty four (24) months or two hundred and fifty dollars (\$250.00) every twenty four (24) months towards the cost of laser eye surgery.
 - f) Green Shield Audio Plan H 1 – including Hearing Aids
 - g) Green Shield Extended Health Services Plan – including Out of Province Travel Assistance (Plan QK for active employees and Plan QJ for retirees); Private Nursing Care (with an annual cap for private duty nursing care of fifteen thousand dollars (\$15,000.00); Chiropractic therapy and; Homeopathic Treatment Programs; Massage therapy one hundred and fifty dollars per year (\$150.00/year) [being thirty dollars per visit (\$30.00/visit) for five visits with a registered massage therapist]; Orthotics four hundred dollars (\$400.00) every thirty-six (36) months.
2. Retirees, for the purpose of this clause, shall be defined as former full-time employees who had at least ten (10) years of full time service with the Employer who are eligible for a pension under the OMERS Plan; who are eligible for coverage under the group health insurance plans and; who have resigned their employment:
- i) at age sixty-five (65)
 - ii) before age sixty-five (65) but on a pension from OMERS
 - iii) by reason of long term disability, covered under the LTD Plan (outlined in this Policy) and/or the OMERS Disability Plan
3. Benefits on Lay-off: The employer agrees to pay one hundred percent (100%) of the premium costs to provide benefit coverage as defined hereafter for all laid off employees. The Corporation will continue to provide benefits (in accordance with the terms and provisions of this Policy) for all laid off employees at a rate of one (1) month for every year of service until the affected employee gains other permanent employment or for a period not to exceed one (1) year following the effective day of the layoff whichever is less). In order to qualify for such entitlement, an employee must have at least five (5) years service with the Corporation.

SICK LEAVE AND DISABILITY BENEFITS

Sick Leave Credits – Non-Union / Management

1. All sick leave credits accumulated up to midnight August 31, 1982, and calculated and recorded to the credit of each employee shall herein be referred to as "frozen credits". No further credit shall be added to such

frozen credits but deductions may be made there from as hereafter provided.

2. The entitlement of employees to be credited with accumulated sick leave credits from and after September 1, 1982 is hereby recognized. Such credits shall herein be referred to as "new credits".
3. Employees shall continue to be entitled to sick leave credits of 1½ days per month worked, which new credits may be accumulated. However, no payment shall be made for any accumulated new credits on termination of employment.
4. The "frozen" and "new" sick leave credits of each employee shall be recorded annually as of December 31st, of each year and each employee shall be notified in writing on or before March 15th of the following year of the amount of his accumulated "frozen" credits and "new credits".
5. If any employee dies, retires, or separates from employment he or she or his or her estate shall be paid 50% of his or her unused frozen sick leave up to a maximum of ½ year's earnings at the rate received by him or her immediately prior to termination of employment.

Personal Appointments

1. Non- Union: Employees shall arrange for eye examinations and other medical and dental appointments outside of working hours. If this is not possible, the employee shall arrange for the appointment at such a time as to cause the least interruption to the daily work routine and except with specific permission of management personnel, shall be scheduled after 2:30 p.m. If so scheduled, management personnel may in their discretion grant absence from work with pay, not exceeding one and a half hours. Written confirmation that the appointment was kept will be required.
2. Union: Employees shall arrange for eye examinations, medical and dental appointments – wherever possible – outside of normal working hours. If this is not possible, the employee shall schedule appointments at such a time so as to cause the least interruption in the daily work routine. If so scheduled, the full period of absence will be charged against their accumulated sick leave credits.

Disability Benefits

1. The employer shall pay the premiums on a policy of group insurance providing short-term and long-term disability benefits to all employees, disabled from performing the duties of their own employment because of, and during the first two years after, the onset of personal illness or after a personal accident, and thereafter from performing the duties of any employment, in an amount which, together with Canada Pension Plan payments receivable (excluding children's benefits), WSIB payments receivable and any other indemnity receivable referred to in the policy,

would equal 75% of the weekly base pay at the commencement of disability of the affected employee (subject to a maximum benefit and according to terms stipulated in the benefit carrier's policy from time to time), with entitlement to such disability benefit payments to commence on the 15th day of continuous disability and to continue until, in the first two (2) years, the employee can return to and perform all of the duties of the regular occupation of such employee, and thereafter until the termination of disability or rehabilitation as provided in the policy, or the death or 65th birthday of the affected employee, whichever shall first occur.

2. If an employee is disabled from performing the duties of his or her employment because of personal illness or accident, such employee shall be entitled to payment from the employer, on his or her regular pay days, at the full amount of his or her regular pay, at the date of such payment, for days missed while so disabled, less any indemnity received under the group policy aforesaid, the Canada Pension Plan, WSIB or any other source related to his or her employment, to the extent of the sick leave credits of such employee, drawing first on "new" credits and then on "frozen" credits.
3. Any employee certified by the WSIB as being disabled from performing the duties of his or her employment as a result of personal injury arising out of or in the course of his or her employment, and to be entitled to WSIB payments as a result thereof, shall be entitled to payment by the employer, without charge or deduction from either "new" or "frozen" sick leave credits accumulated, on his or her regular pay days to the full amount of his or her regular pay at the date of such payment, for days missed while so disabled less any indemnity from WSIB, under the group policy aforesaid, the Canada Pension Plan, or any other source relating to his or her employment for a period of six months from date of such disability. In the event of disability continuing longer than six months, the provisions of Paragraph 2 (Disability Benefits) shall apply.

Notification

1. An employee absent because of personal illness or accident, shall cause his or her immediate superior to be notified, in the case of office and non-shift personnel, not later than one-half hour after the commencement of his or her working day and in the case of shift personnel, not later than one hour prior to the commencement of his or her shift. In all cases where an employee is absent due to personal illness or accident for more than three (3) consecutive working days, the employee shall furnish a report completed and signed by a duly qualified medical practitioner, confirming that the employee was disabled. A non-union employee may be required to furnish such a report for an absence of less than three days. Failure to furnish such a report when required shall forfeit benefits paid or payable. In the case of absence extending past 14 days, proof of acceptance of a claim by the group insurer aforesaid, and continuing payment of indemnity under the group policy shall constitute prima facie, but not conclusive

proof of disability caused by personal illness or accident.

General

1. All employees shall be entitled to leave from employment while disabled from performing the duties of employment because of personal illness or accident, subject to the limitation of this policy.
2. The employer shall provide protection to its employees from loss of income while so disabled, as limited by this policy.
3. An employee continuously absent under the provisions of this policy who does not qualify for disability or WSIB benefits shall be deemed to have resigned.
4. Any misrepresentation of fact by an employee to the employer or the insurer under the group policy aforesaid may be sufficient grounds for disciplinary action up to and including immediate discharge.

PENSION

1. The employer and the employees shall participate in the Ontario Municipal Employees Retirement System (OMERS) Basic Plan and the Canada Pension on an integrated basis.
2. The employer shall enroll all employees in an OMERS Type I -100% Supplementary Pension Benefit Plan to provide supplementary pension benefits for credited service with the Municipality.

LIFE INSURANCE

1. The employer shall pay the full premium cost to provide life insurance coverage for all employees under a group policy. The policy will provide coverage equal to one and one-half times (1½ x's) the employee's basic annual earnings [to the next highest one thousand dollars (\$1,000.00)], with triple indemnity in the event of accidental death.

PUBLIC LIABILITY INSURANCE

1. The Town shall provide a policy of Public Liability Insurance which shall protect each of the employees against any claims, actions, suits or otherwise brought by any person or persons whomsoever alleging any wrongful or negligent act or omission by any of the employees during the course of their duties.

The Town agrees to provide each employee with legal indemnification for reasonable legal costs incurred and recovered by the employee in defense of any civil action, in the defense of a criminal prosecution, and in respect of any other proceedings in which the employee's manner of

execution of the duties of his/her employment is an issue, if the employee is found to have acted in good faith.

OTHER:

1. The employer agrees to bear all of its administrative costs in the implementation of a voluntary payroll deduction plan for the employees.