



## **Personnel Policy**

**Approved: 2021-02-16**

***Motioned by Commissioner Pitcher***

*"I move that Village of Bible Hill amend the Personnel Policy, changing the parental pension contributions to match the Pension Services Corporation Plan text from 12 months to 18 months."*

***Seconded by Commissioner Van Kroonenburg***

***Motion carried***

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## **Purpose**

1. To provide procedures for a uniform, fair and effective system of personnel administration for all Village of Bible Hill employees (supplemental to terms covered under separate agreements or individual contracts) and a mutual understanding amongst the Village Commission, Clerk and Treasurer, and supporting staff members.

## **Definitions**

2. In this policy,
  - a. "Clerk and Treasurer" means the person appointed and employed by the Village as Clerk and Treasurer as described in the Municipal Government Act, and Chief Administrative Officer.
  - b. "GS&C" means goods, services, and/or construction considered for procurement.
  - c. "Village" means Village of Bible Hill.
  - d. "Village Commission" and "Village Commissioner" have the same meanings, as defined in the Municipal Government Act.

## **Principles Supporting Policy**

3. The policy contains four primary objectives:
  - a. To ensure that the provisions of this Policy are consistent with established principles of personnel management and, where necessary, Federal and Provincial statutes;
  - b. To ensure that the policies are fair to both employer and employee and that adequate protections are provided for the interest of both parties; and
  - c. To provide employee benefits at a level that will enable the Village to maintain a competitive position in the labour market.

## **Terms of Policy**

### **Code of ethics**

4. General principles
  - a. There are certain general principles and rules concerning your conduct as a Village Employee; it is your responsibility to safeguard Village services, funds, and property. If you have any questions regarding these rules or would like clarification on any point, please ask the Clerk & Treasurer.

- b. Personal integrity is not only a matter of honesty with Village services, funds, and property; it is also the way we use our time. It is a matter of being honest with time as well as property. It means doing a day's work, as assigned, for a fair day's pay - keeping absence to a minimum, reporting for work in fit physical and mental condition, coming in on time, restricting personal emails and telephone calls, and staying with the work at hand. Honesty in the way we use our time is necessary for the type of service job we do for the Village and for a feeling of self-respect. Both suffer unless we accept responsibility for the proper use of work time.
  - c. Equipment, vehicles, tools, materials, and supplies must not be borrowed, taken, sold, loaned, destroyed, or given away - regardless of condition - without specific authorization.
5. Confidential information
- a. All Village staff are exposed to various amounts of privileged or confidential information. It is imperative that this information be treated with due consideration. Disciplinary action will be taken if an employee divulges privileged or confidential information.
6. Conflict of interest
- a. The Village buys many goods and services from others and a number of employees are involved in the selection of suppliers or in purchasing goods and services. In doing this, our policy is to award business on the basis of merit, without favouritism and, wherever practicable, on a competitive basis. When an employee or immediate family member has a financial interest, direct or indirect, in a contract with, or in any sale or service to the Village, there may be a conflict of interest.
  - b. No employee should have any financial or other relationship with outside suppliers or competitors that might impair, or even appear to impair, independence of judgment on behalf of the Village. Actions that may involve or appear to involve conflict of interest - both in business relationships and in personal activities in the community should be avoided. Gifts, loans, offers of services, or any other compensation or unusual hospitality that could influence your actions should not be accepted or solicited. In the vast range of dealings that the Village has with the public, it is important that all employees be aware of conflict of interest situations that may be harmful or detrimental to the Village.

For instance, a conflict of interest would be deemed to exist if any employee:

- i. Engages in a business transaction on behalf of the Village with a firm or business in which the employee is a principal, officer, or representative.
- ii. Engages in a business transaction on behalf of the Village with an immediate family member or with a firm or business in which an immediate family member is a principal, officer, or representative.
- iii. Provides to the Village for personal remuneration, work, equipment, or any services or engages in any other business transaction with the Village supplementary to basic Village employment.
- iv. Has other gainful employment such as sales, consultation, operation, maintenance, repair, design, construction, or installation with respect to a service, feature of facility that is offered by the Village.
- v. Has an outside interest that materially encroaches on time or attention which should be devoted to the Village's affairs, or so affects the energies of the employee as to prevent the application of full abilities to the performance of duties.
- vi. Makes use of information entrusted to or obtained by the employee in the conduct of Village business to benefit the employee, or an immediate family member, by selling or making available such information in any other manner to further his/her interests or the interests of an immediate family member.
- vii. Accepts gifts or benefits from a supplier or any other person or business which has or may have dealings with the Village, the receipt of which might influence or appear to influence a decision on the purchasing of goods and services.

The above will not provide all examples of conflict of interest nor does it cover all eventualities. Its use should be tempered with good judgment. If a possible or potential conflict of interest situation arises, it should be discussed promptly with the Clerk and Treasurer and, if the circumstances demand, referred to the Village Commission for review to determine if a conflict exists and what action should be taken.

## 7. Personal conduct

- a. What employees do is observed by the public and helps form the public's attitude toward the Village. Confidence in the Village, its services and its charges is strongly influenced by the way people see us use - or misuse - Village time, supplies, and equipment.

- b. At all times, employees are expected to refrain from illegal or improper acts which could reasonably be thought to affect the employee's relationship to his/her job, fellow employees, or the Village's services, property, or reputation in the community.
- c. On the job, employees should keep in mind that there are certain actions which cannot be permitted, among them: fighting, interfering with other employees in the performance of their duties, insubordination, soliciting of funds for personal gain, gambling, using or carrying weapons illegally, consumption of liquor, use of cannabis, possessing an open bottle of liquor and the possession or consumption of dangerous drugs or narcotics, as defined by law.
- d. You, as a Village employee, are responsible for protecting the collective reputation of our Village and for safeguarding revenues and property against fraud, theft, loss, or misuse. Any conduct which compromises the principles of honest and straightforward business practices is not acceptable.
- e. The Village's good name and reputation depend, in large measure, on the extent to which you take a personal pride of maintaining the Village's code of ethics.

#### 8. Interpretation

- a. "Full-time employee" is an employee who works for the Village for at least ninety percent of the regular working hour during a continuous twelve-month period., and/or are a member of Canadian Union of Public Employees Local 734-01.
- b. "Part-time" or "seasonal employee" is an employee who works for the Village for forty or less than forty hours per week and for less than a twelve continuous month period.

#### 9. Discrimination

- a. The Village agrees not to engage in any unlawful discrimination by any reason prohibited under the Nova Scotia Human Rights Act.

#### 10. Right-to-know

- a. The Village agrees to acquaint new employees with the fact that a Personnel Policy is in effect, and with the conditions of employment set out therein. It is the responsibility of the employee to read and understand all terms of the Policy.

## **Working hours**

11. Lunch period of one hour shall be staggered among full-time employees within the office, scheduled by the Clerk and Treasurer.
12. The regular work week for School Crossing Guards shall be fifteen (15) hours, beginning Monday morning and ending Friday afternoon. The normal working hours shall be three (3) hours per day divided into two (2) shifts. The time of the shifts shall be set each September by the Finance Officer.
13. Hours and days of employment for other part-time employees are set by written agreement to meet the needs of the position.
14. Under extraordinary circumstances, the Clerk and Treasurer may alter or extend hours of work to suit conditions which in his/her opinion are of an unusual or emergency nature.

## **Employee benefits**

15. Cost of benefits
  - a. The Village and employee will share equally in the costs of medical, dental, life insurance costs and Public Service Superannuation Pension (PSSP) plan contributions. Employees shall pay 100% of the long-term disability benefit premiums.
16. Membership and eligibility of pension plan
  - a. All full-time employees are required to join the plan on the first day of the month following their date of hire. Part-time employees are ineligible to join the PSSP, unless otherwise agreed to in an employment contract.
17. Membership and eligibility of group insurance
  - a. Terms of the group insurance plan are defined by the insurance plan provider. A summary of important terms are as follows:
    - i. Employees are eligible for coverage if they are a resident of Canada, under age 65, and regularly employed full-time. Part-time and seasonal employees are not eligible for coverage.
    - ii. All eligible employees must participate in the group insurance plan if Village of Bible Hill employs 1 to 4 positions. The minimum coverage

available is life, accidental death and dismemberment, and long-term disability benefit, or one health and one dental option.

- iii. At least 75% of eligible employees must participate in the group insurance plan if Village of Bible Hill employs 5 or more positions. The minimum coverage available is life, accidental death and dismemberment, and long-term disability benefit, or health, or dental option.
- iv. All participating employees must be insured for any extended health care and dental benefits the Village selects unless they are currently covered by another plan.

#### 18. Jury Duty

- a. The employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The employer shall pay such an employee the difference between normal earnings, at straight time, excluding payment for travelling, meals, and other expenses. The employee will present proof of service and the amount received. Time spent by an employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

#### 19. General emergency

- a. Any employee leaving the service of the Village during a state of national emergency and joining the Armed Forces of Canada, including the Merchant Marine, shall, on his/her return to the Village's service, maintain his/her seniority rights and shall be entitled to promotions, pay increases, etc., provided he/she returns to work with the Village within three (3) months of the day of discharge from the above-mentioned forces.

#### 20. Illness or disability defined

- a. With respect to an individual and for purposes of this policy only, a state of incapacity resulting from disease or bodily injury by reason of which the employee is unable to work for the Village or engage in any gainful occupation.

#### 21. Sick leave records

- a. Immediately after the close of each fiscal year, the employer shall advise each employee in writing of the amount of sick leave accrued to their credit.



22. Medical appointments
  - a. Staff are encouraged to make scheduled medical appointments outside regular working hours.
  
23. Long-term disability benefit
  - a. Long-term disability leave is unpaid. Salary or wage top-up benefits and group insurance benefits are not extended to employees who are injured or disabled for a long-term period, whether or not they qualify for long-term disability group insurance benefits.
  
  - b. As required by PSSP, continuing pension plan contributions will be made by an employee on long-term disability leave, and the employer will continue to make equal contributions.
  
  - c. An employee on long-term disability leave continues to be eligible for retirement allowance, as defined by the CA.
  
24. Immediate supervisor and Clerk and Treasurer responsibilities
  - a. The employee is required to inform their immediate supervisor of their absence from work; failing to do so, the supervisor shall make reasonable efforts to contact the employee. If no contact is made within three days, the employee is considered to have abandoned their position and is summarily dismissed for just cause, without exception. Requests for medical certificates are to come from the supervisor, who will forward the information to the Clerk and Treasurer. The supervisor shall maintain the record of such absences in the employee's personnel file. The Clerk and Treasurer shall contact the employee's immediate supervisor or the employee directly to supply required documents or answer questions regarding the leave status.

### **Time-in-lieu and overtime**

25. All time in lieu or overtime must be approved in advance by the Clerk and Treasurer.
  
26. For the purpose of computing time-in-lieu or overtime, a period of 15 minutes and not more than 30 minutes shall be counted as one-half-hour, and a period of more than 30 minutes but less than 60 minutes shall be counted as one-hour.
  
27. All time-in-lieu shall be taken before the end of the fiscal year that it has been earned.

28. All requests for leave taken as time-in-lieu, shall be made in writing five working days in advance of date requested, and must be approved by the Clerk and Treasurer.
29. When a part-time employee is recalled to work outside their scheduled working hours, they shall be paid the greater of the hours worked at the rate of time and one-half, or three (3) hours pay at minimum wage.
30. The Finance Officer shall maintain all time-in-lieu and overtime records.

## **Holidays**

31. All employees shall be granted a holiday with pay on each of the general holidays listed in the CA, provided that:
  - a. The employee has received or is entitled to receive wages for at least fifteen days during the thirty calendar days immediately preceding the holiday; and
  - b. The employee has worked their scheduled working day immediately preceding and immediately following the holiday. (Note: a sick day used the day immediately preceding or the day immediately following the holiday, does not qualify as a day worked).
32. An employee who is required to works on a holiday shall receive time for the day plus time in lieu at one and one-hald (1.5) times the hourly rate.
33. If a holiday falls on a weekend, then a day before or a day after shall be taken as a holiday. The day taken shall be selected by agreement between the Clerk and Treasurer and staff.

## **Safety and health**

34. Safe Work Practices
  - a. The Village and all employees shall continue to perfect safe work practices which will afford adequate protection to employees in all phases of work.
35. Occupational Health & Safety Committee
  - a. This committee shall be established and composed of a representative of the Village Commission, the Clerk & Treasurer, all full-time employees, and the Crossing Guard Captain.

- b. The Committee shall, in good faith, comply with all applicable health and safety legislation and the Village's Health and Safety Policy.
- c. The Committee shall hold meetings every second month and all unsafe, hazardous, or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all meetings shall be kept by the Administrative Services Coordinator, and copies of such meetings shall be posted in such a manner that enables access by all employees.

#### 36. CPR Training

- a. The employer will make available to a sufficient number of employees the opportunity to attend a properly accredited Cardio Pulmonary Resuscitation (CPR) course and Standard First Aid course. Time spent attending this course will be considered as time worked, and the employer will assume all costs, if any, of this course.

### **Maternity leave**

#### 37. General principles

- a. In accordance with the Labour Code, a full-time employee shall be granted, upon request, a leave of absence of up to sixteen (16) weeks, without pay because of the birth of a child. The employee shall be granted, upon request, a leave of absence of up to seventeen (17) weeks.
- b. When the employee reports for work upon expiration of the leave of absence, she shall resume work in the same position she held prior to the commencement of the maternity leave, or if that position is not available, in a comparable position at not less than the same wage and benefits and with no loss of seniority or benefits accrued up to the commencement of the leave.

#### 38. Employer requirements

- a. The employer shall require a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the date upon which the delivery will occur in his or her opinion. The certificate shall be furnished at least eleven weeks prior to the date of delivery.
- b. The employer may require the employee to take a leave of absence under the Village policy on 'employee illness or disability', when the duties of her position

cannot reasonably be performed by a pregnant woman or when the performance of the employee's work is materially affected by the pregnancy. Alternatively, at the employee's request, the employer will attempt to place the employee in another position, in which she could perform temporarily, and which is available.

- c. An employee can return to work one week after the date of delivery. However, the employee's immediate supervisor shall encourage her not to work for at least six weeks after the date of delivery.

#### 39. Extension of leave of absence

- a. Leave for illness of the employee, arising out of or associated with her pregnancy either prior to the commencement of maternity leave or at the end of the maternity leave, may be granted in accordance with the provisions of 'employee Illness or disability'.
- b. If, in the opinion of a certified medical practitioner, the employee requires a further leave of absence, the employee may opt to use vacation time, time-in-lieu, or overtime accumulated to the time the maternity leave commenced. The employee is required to furnish a medical certificate of proof.
- c. The employee has the option of extending leave under the provisions of 'parental leave'. In addition, at the request of the employee, the Clerk and Treasurer may grant a period of up to one-year unpaid leave.

#### 40. Benefits

- a. The Village will pay both the employer and employee share of medical, dental, life insurance and long-term disability premiums during the period of maternity leave. However, provided that drawing long-term disability benefits would be a taxable benefit to the employee if premiums are paid by the employer, the employee may choose to pay the full cost of long-term disability premiums as they normally would, and are encouraged to do so. The employee will be offered the opportunity to contribute her share of the pension plan premiums during the leave. These will be matched by the employer.
- b. Vacation leave and seniority accrues while the employee is on maternity leave.
- c. The employee may opt to receive supplementary employment benefits from the Village in addition to maternity employment insurance benefits (EI) while on

maternity leave. Village benefits shall be granted for a period of up to seventeen weeks as follows:

- i. for the two-week waiting period prior to receiving maternity employment insurance benefits, the employee shall receive an allowance equal to 90% of the rate in pay in place at the time of commencement of maternity leave; and
  - ii. up to a maximum of 15 weeks, the employee shall receive an allowance equal to the difference between EI benefits received and 85% of the rate of pay in place at the time of commencement of maternity leave.  
Example: Week 1 & 2 – 90% Village, 10% Unpaid (Waiting Period); Week 3 to 17 – 30% Village, 55% EI, 15% Unpaid
- d. To be eligible for this benefit, the employee must:
- i. have completed one year of continuous full-time employment;
  - ii. sign an agreement to return to work for a period of six-months following the end of leave;
  - iii. provide proof to the Village that she is eligible to receive employment insurance benefits for maternity leave reasons; and
  - iv. forward the first EI benefit statement (EMP3123), so that the Village can verify the amount, (30% of the employee's salary), to be paid in accordance with this policy.
- e. Should the employee fail to return to work as stipulated in these conditions, the full amount of the supplementary allowance received, pursuant to this policy, must be repaid to the Village.

#### 41. Immediate supervisor's responsibilities

- a. The supervisor shall provide written information to the Clerk and Treasurer as follows:
  - i. approximate date maternity leave begins;
  - ii. actual commencement date; and
  - iii. actual return date.
- b. The supervisor shall maintain the record of the absence in the employee's personnel file.

#### 42. Clerk and Treasurer's responsibilities

- a. The Clerk and Treasurer shall contact the employee's immediate supervisor or the employee directly to supply required documents or answer questions regarding the leave status.

## **Parental leave**

### 43. General principles

- a. In accordance with the Labour Code, the employee shall be granted, upon request, a leave of absence of up to sixty-one (61) weeks if combined with maternity leave, or up to seventy-seven (77) weeks if not combined with maternity leave, without pay because of the birth or adoption of a child.
- b. When the employee reports for work upon the expiration of the leave of absence, she shall resume work in the same position she held prior to the commencement of the parental leave, or if that position is not available, in a comparable position at not less than the same wage and benefits and with no loss of seniority or benefits accrued up to the commencement of the leave.

### 44. Employer requirements

- a. The employer shall require a certificate from a legally qualified medical practitioner pursuant to the policy on maternity leave or proof of adoption specifying the date of adoption. The documentation shall be furnished as soon as is reasonably possible.
- b. The employer shall require a minimum notice of four weeks prior to commencement of parental leave. In the case of an adoption, the Village may waive the notice period, where the employee, in turn, has not received sufficient advance notice.

### 45. Benefits

- a. The Village will pay both the employer and employee share of medical, dental, life insurance and long-term disability premiums during the period of parental leave. However, provided that drawing long-term disability benefits would be a taxable benefit to the employee if premiums are paid by the employer, the employee may choose to pay the full cost of long-term disability premiums as they normally would, and are encouraged to do so. The employee will be offered the opportunity to contribute his/her share of the pension plan premiums during the leave. These will be matched by the employer.

- b. While vacation leave does not accrue while the employee is on parental leave, seniority continues to accrue.
- c. The maximum combined maternity leave and parental leave periods to which an employee is entitled to shall be no more than seventy-seven (77) weeks.

46. Immediate supervisor's responsibilities

- a. The supervisor shall provide written information to the Clerk and Treasurer as follows:
  - i. Approximate date parental leave begins;
  - ii. Actual commencement date; and
  - iii. Actual return date.
- b. The supervisor shall maintain the record of this absence in the employee's personnel file.

47. Clerk and Treasurer's responsibilities

- a. The Clerk and Treasurer shall contact the employee's immediate supervisor or the employee directly to supply required documents or answer questions regarding the leave status.

**Personnel records**

48. General principles

- a. The Clerk shall keep all Personnel Records in such a way that they are not publicly accessible. An employee shall have the right at any time to have access to and review their personnel record, provided however that the employer may take reasonable steps to safeguard the integrity of the record.
- b. In the event the employee disagrees with the accuracy of information contained within his/her personnel record, they may request the insertion of a statement of reply.
- c. An employee shall have the right to request copies of any material contained in his/her personnel record.
- d. The Clerk and Treasurer may disclose the contents of part-time employee personnel records to the Finance Officer, in order to accommodate job processes of the Finance Officer.

49. Background check

- a. Any new employee will be required to obtain a clear police criminal records check, to be updated every three (3) years.
- b. Any new employee working in the presence of and potentially having influence over children and/or other vulnerable persons will be required to obtain a clear Provincial Child Abuse Registry record search and a police vulnerable sector check, both to be updated every three (3) years.

**Loyalty**

50. A high degree of loyalty must exist from both the employer and employee. We must insist that this harmonious respect for other persons and their property continue to be the rule. Honesty is demanded at all times.

**Liability of employees**

51. Insurance on Village vehicles

- a. The Village will obtain, and keep at its cost, adequate insurance with respect to public liability and property damage occasioned in the operation of its motor vehicles by employees acting within the scope of their authority and in the course of their employment.
- b. In order to operate a Village motor vehicle, an employee must first supply the Village, at its cost, with a copy of employee's driver's abstract, which will be kept on record with the Employer.

52. The Village will indemnify and save harmless all employees performing any legal act within the scope of their authority and in the course of their employment.

**Injury/accident reporting**

53. Regardless of the nature or severity, all injuries incurred while on the job must be reported to the Clerk & Treasurer at once, during the same shift in which the injury occurred. The employee and/or any employee witness is responsible for ensuring a report is prepared and submitted.



54. The Village insures employees against accidental injuries under the Workers' Compensation Act of the Province. An injured employee who is sent home will be paid for the remainder of the day. Any employee who fails to report an injury during the shift in which the injury was incurred, will be subject to disciplinary action.

### **Discharge, suspension, and discipline**

55. Probationary period

- a. An employee who has completed his/her three calendar month probationary period may be dismissed, but only for just cause, and only upon the authority of the Clerk and Treasurer or Village. A supervisor may suspend an employee, but shall immediately report such action to the Clerk and Treasurer. When an employee is discharged or suspended, he/she shall be given the reason in presence of his/her supervisor. Such employee and the supervisor shall be advised promptly in writing by the Clerk and Treasurer or Village the reason for such discharge or suspension.

56. Disciplinary action(s) and/or dismissal

- a. The following are classifications of disciplinary action:
  - i. Employee counselling or oral reprimand - Employee is counselled by the Clerk & Treasurer following a minor offence in an effort to eliminate possible misunderstandings and to explain what constitutes proper conduct.
  - ii. Written reprimand - Employee receives written notice of discipline following intentional or repeated minor offences. The purpose of a written reprimand is to make certain that the employee is fully aware of the misconduct he/she has committed and what is expected, thereby enabling the employee to avoid a recurrence of the incident.
  - iii. Final written warning - Employee receives written notice of discipline following serious misconduct or further repeated minor offences; disciplinary suspension without pay may also be given. The purpose of a final written warning is to make certain that the employee understands the seriousness of the misconduct and that further misconduct will most likely result in discharge.
  - iv. Discharge - Employee is discharged as the result of a serious offence or the final step in the accumulation of minor offences of the same nature.

57. Discharge notice

- a. Village of Bible Hill will not discharge, suspend, or lay off an employee, unless the employee has been guilty of wilful misconduct or disobedience or neglect of duty that has not been condoned by the employer, without having given at least:
  - i. one week's notice in writing to the person if their period of employment is less than two years;
  - ii. two week's notice in writing to the person if their period of employment is two years or more but less than five years;
  - iii. four week's notice in writing to the person if their period of employment is five years or more but less than ten years; and
  - iv. eight week's notice in writing to the person if their period of employment is ten years or more.

## 58. Dismissal

- a. The following are examples of grounds for disciplinary actions and may lead to immediate dismissal:
  - i. Theft or misappropriation of physical or digital property from the Village or other employees;
  - ii. Intentionally misusing or damaging Village property or the property of another employee;
  - iii. Unauthorized operation of tools, vehicles, machinery, or equipment;
  - iv. Creating or contributing to unsanitary or unsafe conditions by poor housekeeping;
  - v. Use of alcoholic beverages, cannabis, or illegal drugs on Village premises.
  - vi. Reporting for work under the influence of alcohol or drugs;
  - vii. Suspension of driver's license or other consequence of being charged with the offence of driving while impaired (DWI) that negatively impacts the employee's ability to perform their duties or negatively impacts the reputation of the Village and/or delivery of Village services (except where there is evidence of a physical and/or mental disability related to the DWI offence [dependency on drugs or alcohol], an attempt to accommodate the employee will be made, subject to undue hardship faced by the Village);
  - viii. Gambling on Village property;
  - ix. Possession of illegal weapons or firearms on Village premises;
  - x. Smoking in an unauthorized area;
  - xi. Fighting or attempting to provoke a fight on premises;
  - xii. Threatening or intimidating other employees or supervisor;
  - xiii. Swearing or using abrasive language;

- xiv. Inability or unwillingness to work harmoniously with other employees;
- xv. Insubordination by refusing a supervisor's directive;
- xvi. Failure to follow specified job instructions;
- xvii. Disregard of safety rules;
- xviii. Failure to report injury or accident;
- xix. Lateness;
- xx. Unauthorized absence;
- xxi. Wasting time (ie: stretching breaks, loafing, sleeping, horseplay, etc);
- xxii. Removal of Village records or release of confidential information;
- xxiii. Falsifying Village records;
- xxiv. Unauthorized soliciting of contributions on Village premises; or
- xxv. Distributing printed matter on Village premises without permission.

## **Employee complaint process**

### 59. General principles

- a. The employee complaint process is designed to address and resolve problems arising between supervised employees, supervisors, and the Clerk and Treasurer where an employee or group of employees believe they have been unfairly treated or been subject to unprofessional conduct.
- b. The employee complaint process may address matters that relate to:
  - i. Complaints by one or more employees about the actions or lack of action of an individual employee or group of employees,
  - ii. A Complaint by an employee about the employee's own classification or remuneration;
  - iii. A Complaint by an employee about the employee's own job description or workload.
- c. The Employee Complaint Process shall not address complaints that relate to:
  - i. Performance reviews; or
  - ii. Probationary employees.
- d. To be eligible to initiate a complaint resolution procedure under this policy, an individual must be actively employed and non-probationary.
- e. The Village prohibits any retaliation against or adverse treatment of any employee who initiates a complaint or participates in an investigation of a complaint under this policy. Any employee who believes they have been

subjected to retaliation as a direct result of filing a complaint can report the matter directly to the Personnel Committee.

- f. The Village reserves the right to consolidate employee complaints when deemed appropriate.
- g. All complaints may be made through either the informal process or the formal process at the discretion of the person making the complaint (the complainant). If the informal process is selected, the complainant may, at any time, discontinue the informal process and file a formal complaint.
- h. All complaints will be processed and investigated in a professional manner as expeditiously as possible. As much as possible and practicable, the confidentiality of the information gained through the complaint and investigative process will be maintained.

#### 60. Informal complaint process

- a. An employee's informal complaint may be made to the Clerk and Treasurer who will act as a mediator. The complaint need not be in writing nor signed by the complainant.
- b. In order to activate the informal process, the person(s) who is (are) the subject of the complaint (the respondent) must agree to participate in the informal process and to work with the Clerk and Treasurer to resolve the complaint.
- c. The Clerk and Treasurer shall meet with the complainant, describe the mediation process and discuss whether mediation is an appropriate method to resolve the complaint.
- d. If the Clerk and Treasurer and the complainant decide to proceed with mediation, the Clerk and Treasurer shall meet with the respondent, informing him or her that an informal complaint has been filed and that the complainant wishes to resolve it by mediation.
- e. The Clerk and Treasurer shall describe the mediation process to the respondent and discuss whether mediation is an appropriate method to solve the complaint.

- f. The Clerk and Treasurer will inform the respondent that the mediation is a voluntary conflict resolution process intended to make each party aware of the position or feelings of the other and to resolve the conflict.
- g. If mediation is agreed upon, the mediator may conduct such investigations and hold meetings with one or both of the parties, either separately or together, as is deemed appropriate.
- h. Any agreement resolving a complaint through mediation must conform to the policies and procedures of the Village applicable to the parties. Any resolution which does not do so is void.
- i. An informal complaint is resolved upon its being withdrawn or upon an agreement being reached between the parties.
- j. If mediation fails to establish a resolution satisfactory to both parties, then the complainant can pursue the formal complaint process.

#### 61. Formal complaint process

- a. An employee's formal complaint must be in writing and signed by the employee. The complaint must: - explain the nature of the complaint and the specific circumstances at issue; - identify the rights, procedures or policies violated; and - state the specific remedies sought by the employee.
- b. The formal complaint must be filed within two (2) weeks of the event, or last incidence of the events, that give rise to the employee's complaint.
- c. Complaints against employees below the level of Clerk and Treasurer:
  - i. The formal complaint shall be filed with the Clerk and Treasurer.
  - ii. The Clerk and Treasurer will meet and discuss the matter with the complainant, shall conduct such investigation as may be appropriate, shall meet and discuss the matter with the respondent and shall provide a written response to all parties with two(2) weeks (if reasonably feasible) of receiving the complaint.
  - iii. If the response is not satisfactory to either the complainant or the respondent, the dissatisfied party may appeal with the Clerk and Treasurer within one (1) week of the Clerk and Treasurer's response and may appeal

within four (4) weeks of the filing of the complaint if the Clerk and Treasurer has not responded.

- iv. The appeal must:
  - 1. Be in writing;
  - 2. Include a copy of the original formal complaint;
  - 3. Include a copy of the Clerk and Treasurer's response, if any and;
  - 4. State the reasons for disagreeing with the Clerk and Treasurer's response.

## 62. Appeal to Personnel Committee

- a. The Complaint Appeal Panel shall consist of the members of the Village's Personnel Committee.
- b. If the response of the Clerk and Treasurer is not satisfactory to either the complainant or the respondent, the dissatisfied party may appeal to the Complaint Appeal Panel within one (1) week of the Clerk and Treasurer's response and may appeal within four (4) weeks of the appeal to the Clerk and Treasurer being properly filed if the Clerk and Treasurer has not responded.
- c. The appeal to the Complaint Appeal Panel must:
  - i. Be in writing;
  - ii. Include a copy of the original formal complaint and the appeal of that complaint to the Clerk and Treasurer;
  - iii. Include copies of the responses of the Clerk and Treasurer, if any;
  - iv. State the reasons for disagreeing with the Clerk and Treasurer's response and;
  - v. Be filed by delivering all required material to a member of the Complaint Appeal Panel or to the Clerk and Treasurer.
- d. The Complaint Appeal Panel will obtain all relevant documents from the Clerk and Treasurer and will determine whether the complaint requires a formal hearing to include the complainant, respondent and any relevant witnesses and staff members or whether the appeal can be fairly decided based upon the written documents and interviews of the complainant, respondent and others.
- e. The Complaint Appeal Panel shall provide a written recommendation to the Clerk and Treasurer for the resolution of the complaint within 15 days of the conclusion of the hearing or within 21 days of the receipt of the properly filed appeal to the

Complaint Appeal Panel if there is not hearing. A copy of its recommendation shall be provided to the complainant and respondent.

- f. The Clerk and Treasurer may follow the recommendations of the Complaint Appeal Panel in their entirety, in which case the matter is concluded. If the Clerk and Treasurer decides not to follow all or any part of the recommendations of the Complaint Appeal Panel, the Clerk and Treasurer shall so notify the members of the Complaint Appeal Panel, the complainant and the respondent and shall place the matter on the agenda of the next meeting of the Commission in Committee.
- g. The Commission in Committee shall be provided with all documents available to the Complaints Appeal Panel, the Complaint Appeal Panel's recommendation and a written summary of the Clerk and Treasurer's decision respecting the recommendation and the reasons for it. The Commission in Committee shall make a decision based upon the document review and the representations of both the Clerk and Treasurer and the Compliant Appeal Panel. The decision of the Commission in Committee shall be final and binding upon all concerned.

#### 63. Complaints against the Clerk and Treasurer

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

## Appendix A

### Acknowledgement of Receipt

The terms set forth in this policy are “guidelines” for uniformly administering employee relations.

The Personnel Policy will provide details not identified in the Collective Agreement.

If there a contradiction between the Personnel Policy and the Collective Agreement in place from time to time between Canadian Union of Public Employees Local Union 734-01 and Village of Bible Hill, the wording in the Collective Agreement shall prevail.

Once you have read the Personnel Policy, please sign this acknowledgement of receipt, and return it to the Clerk & Treasurer for placement in your personnel file.

As an employee of Village of Bible Hill, my signature below indicates that I have received, read, and understand the Personnel Policy and that I accept full responsibility for familiarizing myself with the terms it contains. Further, by signing below, I agree that I have been provided reasonably sufficient time to read and understand the policy, ask any clarifying questions as necessary and to receive answers to any such questions.

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Employee name (please print)

---

Employee signature

---

Date

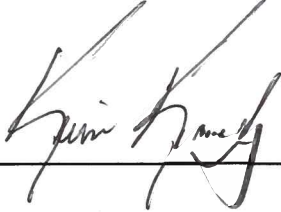


## Policy Document Attestation

Date of Notice to Village Commission of Intent to Consider: 2021-02-16

Date of Passage of Policy: 2021-02-16

I certify that this Policy was adopted by Village Commission as documented above:



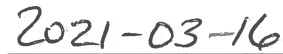
Chair



Dated



Clerk and Treasurer



Dated