



EMPLOYEE HANDBOOK

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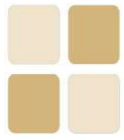
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INTRODUCTION

TO OUR EMPLOYEES:

Fundamentally, the Organization called the City of Greater Sudbury (CGS) exists in order to enhance the quality of life for those within our geographic boundaries. This is our purpose. We are a key player in providing an environment which maintains and enhances the health and safety of our citizens, promotes personal and economic growth, and protects the physical environment.

All CGS Employees play a role in contributing to the provision of that quality environment, through the work we perform at CGS. It is widely accepted that Employees can better focus on their work and their customers, when they know what is expected of them, are given the tools to succeed, and when they know the compensation and services to which they are entitled. The primary purpose of this Handbook is to give you - the Employee - more of this information, so you can turn your focus to contributing to our fundamental purpose at CGS. As a primarily service business it is recognized that a great work experience for CGS Employees will lead to great citizen service outcomes for members of our community.

This Handbook has a second purpose: to define the type of relationship CGS wants to build with its Employees. This Handbook commits to writing many of the parts of our employment relationship that are often left unsaid, and clearly outlines many of the advantages connected with your employment at CGS. It is our hope that it will provide a "one-stop-shop" for information about matters that most closely affect you, and will provide a guide for both Employees and supervision in their ongoing working relationship.

This Handbook applies to all our Employees, both Union and Non Union.

Unionized Employees should consult their Collective Bargaining Agreement as well as this Handbook to determine their rights and entitlements. Where this Handbook contains a provision also contained in a Collective Bargaining Agreement, then the provision contained in the Collective Bargaining Agreement will apply. Similarly, where this Employee Handbook inadvertently provides a lesser right of benefit than that contained in legislation, the law will apply. This Handbook is a separate and distinct publication from any of our Collective Bargaining Agreements, and shall not be interpreted as incorporated into any Collective Bargaining Agreement.

A separate tab at the back of the Handbook contains Policies/Information specific to your department.

As a general statement, Temporary and Part Time Employees are ineligible for the benefits/services contained in this Handbook. Temporary and Part Time Employees should ask their Supervisor if they have any questions on a specific benefit/service contained in this Handbook.

A number of policies/underlying documents are referred to throughout the Handbook. While we have made efforts to prevent it, where the contents of this Handbook disagree with a Policy/by-law, insurance contracts/ underlying document, the provisions of that underlying document will govern. All Policies referred to in this Handbook are available from your Supervisor for review. Your immediate Supervisor is your key link with the senior management of the organization, Council and its Policies and By-laws for managing CGS's diverse businesses as well as its relationship with Employees.

Recognizing that all organizations change over time, we intend to publish revisions to this Handbook on a periodic





Employee Handbook



basis, and you will be advised of any revisions made. The current edition of the Handbook is available on our internal computer network, (Intranet website CITYLinks) under Human Resources Information at: <https://citylinks.greatersudbury.ca/>. CGS reserves the right to make changes to this document, without notice. The entire Handbook will be reviewed periodically, and Employees will be advised of any changes made.

If any Employee has any comments or suggestions with respect to the contents of this Handbook, please direct them in written form to the Human Resources and Organizational Development Division.





SECTION A - EMPLOYER INFORMATION

This Section provides an overview of Sudbury's Municipal Government, including our Corporate structure and the function of our Operating and Administrative Departments. This structure can and will change, subject to the changing needs of CGS.

CGS History and Governance

Following passage of the *City of Greater Sudbury Act* and related legislation by the Provincial Legislature, the City of Greater Sudbury (CGS) came into being on January 1st, 2001.

This new municipality replaced the former Regional Municipality of Sudbury, and seven (7) lower tier municipalities: City of Sudbury, City of Valley East, Town of Capreol, Town of Nickel Centre, Town of Onaping Falls, Town of Rayside-Balfour, and Town of Walden. Concurrently, related provincial legislation had the following effects:

- a) Each of the former lower tier municipalities' Library Boards were collapsed, and a single Library Board for CGS called the Greater Sudbury Public Library Board was created. All Employees working in CGS libraries are Employees of the municipality;
- b) The Local Hydro Utilities (Sudbury Hydro, Capreol Hydro and Nickel Centre Hydro) were changed from Commissions into a single Corporation, Greater Sudbury Utilities Inc. (a wholly owned subsidiary of CGS).
- c) The primary responsibility for Social and Public Housing in Sudbury, was given to CGS. The Greater Sudbury Housing Corporation was created, as a wholly owned subsidiary of CGS;
- d) The responsibility for the provision of Ambulance and Paramedic Services was moved from the Provincial Government, to CGS (this occurred immediately prior to amalgamation);
- e) The chief responsibility for initiating enforcement of Family Support payments was transferred from the Provincial Government to CGS, concurrent with the conversion of General Welfare Assistance programs to the Ontario Works Program design;
- f) The responsibility for administration of the *Provincial Offences Act* was transferred from the Province to CGS;
- g) Two previously unorganized geographical areas adjacent to the former municipal boundaries were included in the new City, making CGS responsible for the delivery of all municipal services to residents in these two (2) areas.

Structures were created/changes made to accommodate each of these transfers, concurrent with the creation of the new City, as detailed below.

Immediately after the formation of CGS, our inaugural Council set the Vision, Mission, Values, Goals and Strategic Priorities for the new organization. This document has been and will be reviewed/revised by successive Councils.

In 2011, on the tenth (10th) anniversary of CGS, the Executive Leadership Team (ELT) reviewed CGS's Vision, Mission and Values with all Supervisors. All were encouraged to find words within these documents which





resonated with them as their motivation in terms of services they provide to the community. Each Supervisor was provided with a copy of Vision into Action, which highlighted the Vision, Mission and Values and the four (4) underlying strategic documents that had been produced since amalgamation containing our plans to make the Vision a reality.

They are the 1) Official Plan, 2) Coming of Age in the 21st Century: Digging Deeper, 3) Healthy Community Strategy, and 4) Long-Term Financial Plan. The complete Vision into Action document along with a list of the main plans, policies and studies that shape the way we work, the actions we take, and the strategies we implement can be reviewed on CGS's internal CITYLinks page at: <https://citylinks.greatersudbury.ca/departments/corporate/strategy-and-direction/>.

CGS Council

The ward structure and representation is a twelve (12) ward structure, with one (1) Councillor elected per ward. The Mayor is elected by general vote.

As an assembly of representatives, CGS Council operates like most other democratic assemblies. It has an established set of rules to regulate its proceedings (housed in the Procedure By-law) and develops and approves policies and laws which provide standards for the services delivered. In Council deliberations, each Councillor and the Mayor has one (1) vote.

As the governing body over the organization's internal affairs, CGS Council also operates in a similar fashion to a Board of Directors of a private corporation. CGS Council has delegated most authorities for day to day management of the employment relationship between CGS and its Employees and Unions, to the Chief Administrative Officer (CAO) and Executive Leadership Team (ELT). Only matters of major policy or financial impact related to the employment relationship are brought to CGS Council for direction. In all other respects, CGS Council has granted the authority to the same Executive Group it holds accountable for delivery of services to citizens of CGS.

Committee Structure

The volume and diversity of work and policy decisions at CGS precludes all decisions being made directly by CGS Council. In February of 2002, Council adopted a governance model targeted to ensure that the time Council spends considering the business of the municipality is used wisely. The "funnel" approach taken by this governance model includes a series of reviews and checks designed to ensure that Council deals only with matters of major policy or strategic importance. The general flow of decision making through the governance model is as follows:

1. Any issue that comes to the attention of CGS through internal or external sources is referred to the ELT member in jurisdiction. In conjunction with the other ELT members and CAO, the group determines if the issue is one which falls within their authorities, or needs to be dealt with by a Committee of Council. If direction is needed, the report/item is forwarded to the Management/Agenda Committee, (a committee of staff with representatives from the Mayor's Office) for consideration and priority setting.
2. The Management/Agenda Committee reviews and marshals the various items coming to its attention, and forwards them to the various standing committees for information or direction. The Standing Committees initiated by Council in 2012 are Operations Committee, Planning Committee, Finance and Administration Committee, Audit Committee and the Community Services Committee.





3. The Operations Committee, which is a committee of five (5) to seven (7) Councillors, makes recommendations to Council regarding Infrastructure Services and environmental matters.
4. The Finance and Administration Committee, consisting of the whole Council, deals with the operating and capital budgets, and reviews CGS's financial performance.
5. The Audit Committee, also a committee of the whole, approves the work plan of the Auditor General for CGS and receives reports from the Auditor General and external auditors of CGS's financial statements.
6. The Nominating Committee, consisting of the whole Council, recommends Council citizen appointments to other Standing Committees, Agencies, Boards and Panels.
7. The Planning Committee deals with all matters related to land use within CGS's geographical boundaries, as described in the *Planning Act* and in the Official Plan for CGS, and holds all necessary public hearings for Council under a number of other Acts.
8. The Community Services Committee is a committee of five (5) to seven (7) members of Council and deals with business relating to the provision of community development and makes recommendations to Council about same.
9. The Emergency Services Committee, which is a committee of five (5) to seven (7) Councillors, deals with business relating to community delegations on topics related to the provision of services, and policies and service level reviews by the Community Safety Department.





10. CGS Council has three (3) permanent committees, namely the Nominating Committee, Hearing Committee and the Emergency Governance Committee. Council also establishes ad hoc committees from time to time for specific projects.

CGS Council is represented on a number of Public Sector Outside Boards in the Community, through designated CGS Councillors on those Boards, (e.g. the Health Sciences North and Nickel District Conservation Authority Boards). In addition, three (3) key Boards are the Greater Sudbury Police Services Board (which oversees the operation of the Greater Sudbury Police Services), the City of Greater Sudbury Community Development Corporation (CGSCDC) which advises on Economic Development initiatives in CGS and the Public Health Sudbury and Districts. The Greater Sudbury Airport Community Development Corporation deals with the Airport and related lands.

More information on Committees of Council can be reviewed on CGS's external web page at: <https://www.greatersudbury.ca/city-hall/mayor-and-council/committees-of-council/>

Auditor General

In 2007, Council determined that it would appoint (via by-law) an Auditor General, as allowed for in the *Municipal Act*. The Auditor General reports directly to Council and has the accountability to prepare, recommend and execute an annual audit plan on behalf of Council, with a view to assisting CGS in continually improving the efficiency and effectiveness of its operations.

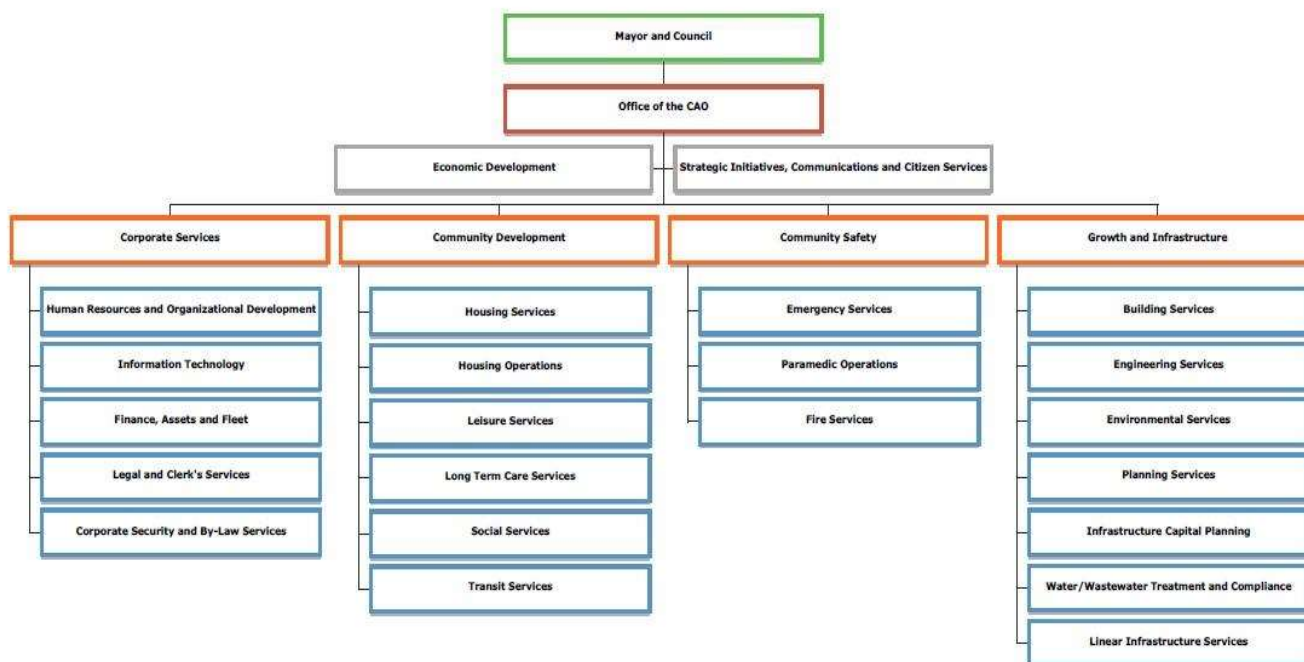
Office of the Chief Administrative Officer and Our Operating and Administrative Departments

The CAO heads the "staff" side of the CGS organization, and is responsible for the planning, organizing, leading and monitoring of the Organization to ensure that it delivers on the priorities, policies and programs adopted by Council. Supporting the CAO in this role are staff dedicated to Corporate Communications and French Language Services and Corporate Strategy and Policy Analysis.

Organizational Charts

The following is a brief overview of the responsibility of CGS. Each Department has developed and is maintaining organizational charts with the support of Human Resources and Organizational Development for CGS (organized by Department, Division, and Section) so Employees can review which of their colleagues are responsible for the management and delivery of the services described below. These organizational charts are available from the Executive Co-ordinator to your ELT member. The chart below is a functional organizational chart to give an overview of the structure.





CGS is responsible for the delivery of a vast number of services, many of which the average citizen may not be aware of and as a new Employee reading the Handbook for the first time, may be new to you.

While some of the more common services such as Roads, Water/Wastewater, Garbage Collection, Transit, Fire, Paramedic, and most Leisure Services are known to citizens and Employees, there are still many functions and services that CGS is responsible for that are not common knowledge. Leisure Services is not only responsible for arenas and community centers, they are also responsible for parks, walking trails, ski hills, pools, beaches, playgrounds and outdoor rinks. Some of these services are provided with the help of local Community Action Networks (CAN) and associations where CGS works closely with the groups to provide services as well as plan and manage special events.

CGS also delivers services to our citizens at various stages of their lifecycle. Employees provide services such as funding and enforcement of standards at third party day cares, process marriage licenses, conduct civil marriage ceremonies, complete death registrations, and assist families with burial options at our numerous cemeteries and mausoleum. We also provide long term care through the operation of Pioneer Manor.

Other services our citizens may require and/or enjoy while being a resident of CGS include public libraries, museums, social housing programs and social services (e.g. Ontario Works and Employment Support), Regional Business Centre (to assist individuals looking to start their own business), the downtown Market and the Greater Sudbury Airport.

Some of the less widely known services include management of the contractors who provide recycling and landfill operations, management of downtown municipal parking lots, emergency planning in the event of a municipal emergency, Provincial Offences Court, and by-law enforcement including animal control.





Services delivered by Employees in Business Development and Tourism have been essential to attracting new businesses, stores, and tourists to our community. Developers in our community and external to CGS, require the services provided by both development approvals and building controls in order to ensure compliance with all zoning and building code requirements prior to, during and at the completion of their build. Other Planning Services for our community are which are not specific to development include the maintenance of the City's Official Plan, Community Improvement Plans, Mapping/GIS, EarthCare Sudbury, Lake Water Quality Program and the Land Reclamation Program.

As with many organizations, there are many internal services that are required to support the delivery of services to citizens or Employees such as: Finance, Assets and Fleet Services which includes budgets, payroll, accounts payable and receivable, purchasing, and tax, real estate, capital projects, facility management, as well as the acquisition and maintenance of all CGS vehicles; Human Resources and Organizational Development which includes health and safety, wellness, training, development, labour relations, compensation, pension, benefits and rehabilitation; Information Technology which includes software and hardware supports; and Engineering Services which is responsible for the design, planning and delivery of construction projects related to traffic, water, wastewater and roads.

Our municipal governance is managed through Clerk's Services and Legal Services which ensure CGS By-Laws are prepared for Council, prepare contracts and agreements for CGS, negotiate legal and property settlements, manage Municipal Freedom of Information issues, schedule and co-ordinate Council and Committee meetings as well as co-ordinate the Municipal Election.

Related Employers

CGS has close ties with a number of related public sector Employers as follows:

1. The Greater Sudbury Police Service is responsible for all matters related to law enforcement within CGS, including uniform patrols, criminal investigation, traffic enforcement, court security, communications and records and administration. Police headquarters are located in the West Tower of Tom Davies Square. Provision of Police Services is funded one hundred (100%) percent off the municipal tax base.
2. Greater Sudbury Utilities Inc. is a separate corporation providing electricity distribution services and fibreoptic communication services within CGS. It is a wholly owned subsidiary of CGS.
3. The Sudbury and District Health Unit is also a separate Employer. Its geographic borders are not co-terminous with those of CGS (unlike most Health Unit operations in Ontario). CGS's share of the net Health Unit budget is approximately eighty-five (85%) percent, based on a per capita cost.

Although CGS has close ties with each of these Employers, they are separate and distinct from CGS, and have their own employment practices and policies.





SECTION B - EMPLOYMENT PHILOSOPHIES AND PAY PRACTICES

"STRIKING THE BARGAIN"

What CGS And Its Employees Should Expect From Each Other

(An Overview)

When CGS extends a written offer of employment to a person, and that person signs back the offer letter indicating that they are accepting employment, the two have essentially "struck a bargain", or signed a legal contract, in which the Employee's services will be exchanged for pay, benefits and other conditions of work.

The difficulty with the initial bargain is that, with the exception of the Employee's job title and his/her starting salary, very little is known by either party about the details of the bargain they have just entered into. Rather, the remaining components of the bargain develop over time as the relationship between the Employer and the Employee matures.

One of the key purposes of this Handbook is to delineate many of the details of that "bargain". Contained in the following sections is a review of the many services Employees receive through their relationship with CGS, and a discussion on what CGS expects from Employees in fulfilling their half of the contract. We have tried to outline below some of the key underpinnings of that relationship:

What CGS Expects

For its part, the Employer expects that an Employee will regularly show up for work, and be prepared to put forward their full creative, intellectual and physical efforts into completing the task at hand. The Employer expects Employees to work closely together, without claiming exclusive jurisdiction over work, or claiming "it's not my job". Only in overtime situations may certain Unionized Employees (as specified in the applicable Collective Bargaining Agreement) claim jurisdiction over work. The Employer expects Employees to be focused on completing the task at hand, rather than be engaged in performing the task at hand (i.e. we are results oriented, not process oriented). Finally, the Employer expects Employees to take on more responsibility and authority, and accepts that risk increases as we move away from a controlling organization to an empowering one. Although the political side of our businesses occasionally creates an environment which does not support risk taking, we have an obligation to continually find ways to improve services and look for cost savings.

What The Employee Can Expect

The Employee can expect a competitive salary and comprehensive benefit plan and services as initial conditions of employment. The application of these are outlined in later sections of this Handbook. The Employee should expect regular constructive feedback on his/her performance, and career guidance on opportunities within CGS. While CGS cannot guarantee anyone lifetime employment, Employees can expect that through the work experience and training they will receive at CGS, they will be more employable/marketable in the future. Finally, the Employee can expect to work in a safe environment, with a strong orientation towards internal co-operation and customer service. All Employees can expect the Employer to be aware and supportive of their obligations to their family, and to the communities in which we live.

The Work Environment and Communications

The above exchange should take place in a very open and relaxed environment, where communication easily





flows between staff within Departments, across Departments and vertically throughout the Organization. We believe that an open work environment will provide quality information. All Employees are encouraged to convey to their Immediate Supervisor any ideas, suggestions, or information that they believe might benefit the operations of CGS, and to express job-related concerns and ask job-related questions at any time. Similarly, Supervisors are expected to provide timely and informative responses to the questions and concerns of the Employees reporting to them, or - in the fewest possible instances - to give valid reasons why such information cannot be provided. Supervisors will regularly discuss with their Employees: the job definition, expectations, career prospects, compensation and services, as part of our Employee Performance and Development Review System - that is discussed later in this Handbook.

Senior Management (CAO and ELT) will ensure that all Employees are kept informed about the following activities of the Organization as a whole:

- Mission, goals and progress.
- Business Plans.
- Major external factors impacting CGS's business.
- Financial performance.
- Other information of importance, as it impacts CGS or Employees.

One reality of working in Municipal Government is that the work environment is political and transparent. These two (2) factors alone result in a more accountable work environment.

The Value of Customer Service

CGS is a customer oriented Employer. Although many CGS Employees do not regularly deal with an external "customer", each of us has a customer base: other Employees/people who are counting on us for a product or service. We feel every Employee should be strongly motivated to provide good customer service, as it is key to our purpose as an organization. Many of the services CGS provides are only provided by CGS Employees and so our customer service is an extremely important ingredient in citizen satisfaction. CGS has adopted a Citizen Service Policy which is available from your Supervisor for review or available on the City's website at: <https://www.greatersudbury.ca/city-hall/by-laws/> under By-Law 2014-214.

Hiring, Promotion and Employment Equity Philosophies

CGS is dedicated to providing a fair and equitable work environment. Our philosophy is that ability (or merit) is the key determinant in selecting candidates for vacancies. We feel that this philosophy supports the promotion language contained in our Collective Bargaining Agreements, as ability is usually enhanced with service.

CGS does not automatically "promote from within," where Employees are not qualified. However, as our first obligation is to our Employees, for Non Union vacancies, where an internal and external candidate are both qualified and are relatively equal in terms of their abilities, the internal candidate shall be promoted, at least on a trial basis. For Unionized vacancies, the terms of the applicable Collective Bargaining Agreement will apply.

To ensure that a "level playing field" exists, where Employees and candidates can fairly compete for job vacancies, CGS maintains the following as Policy:





Internally

- All Full Time job vacancies, including most Non Union and temporary vacancies, are posted internally across CGS. This ensures that our Employees have the opportunity to apply for vacancies. Exemptions require approval of the CAO for permanent vacancies and the ELT member in jurisdiction for temporary vacancies. The form of application must follow that requested on the job posting (e.g. resume or completed CGS Application Form). Further, all Employees should be aware that they will be initially assessed only on the information they present when applying. The Hiring Policies adopted by CGS Council are available for Employees to review. They are contained in the Recruitment Guidebook which contains step by step instructions for a Hiring Manager to ensure they follow CGS Hiring Policies. They contain a number of requirements designed specifically to support the key principle of merit (i.e. ability) in recruitment, including:
 - no political interference in hiring, merit prevails.
 - restrictions on the interviewing and hiring of relatives.
 - requirement for multi-person hiring teams.
 - requirement for short listing tools and quantifiable assessment tools.
 - provisions for record keeping and an annual random audit to check compliance.
 - an integral part of CGS's Performance Appraisal System will be the discussion of career goals. If the discussions between Supervisor and Employee are open and frank, the Employee should have a realistic grasp of his/her abilities and how those can be enhanced to promote his/her career progression.
 - the Employer further promotes a "level playing field" through the attached Employment Equity Policy.

Externally

- The Hiring Policies require the external posting of vacancies on CGS's website, and support the external posting of vacancies at selected non-profit recruitment agencies and in the local, provincial, and/or national news media (as appropriate).
- Candidates may apply by e-mail, in addition to mail, by fax and in person.
- Financial support to out of town interviewees and new hires is available. Details about this can be found in the Recruitment Guidebook.
- The task of orienting new Employees is the responsibility of their Supervisor. This Handbook should form part of that orientation process.
- Finally, all Employees are subject to a probationary period, during which their suitability for employment with CGS is fully assessed. This period may be extended if necessary to properly assess the new Employee's abilities.

Employment Equity Policy

CGS is dedicated to maintaining a fair and equitable work environment. In keeping with this commitment, CGS





has established an Employment Equity Policy that will ensure that there are no hidden barriers to employment opportunities or development within our Organization.

Employment Equity is good for CGS. By creating a level "playing field" on which Employees and applicants can compete, we will ensure that no one is placed at a disadvantage simply because of their sex, race, colour, or disability. We believe this is both morally right and smart business. It fits hand in glove with our philosophy to employ, develop and promote all Employees solely on the basis of ability. It will also ensure that we do not miss out on any portion of the large pool of talent available in our communities.

Policy

CGS will provide a working environment that is fair and equitable to all Employees and is free of both intentional and systemic discrimination.

Implementation

CGS will further the goals of Employment Equity through:

- recruitment and selection of all applicants for employment solely on the basis of ability, without regard for their sex, race, colour, disability, or any other prohibited ground of discrimination, as defined by the Ontario Human Rights Code.
- providing equal consideration to all candidates qualified for promotion or transfer by basing these decisions solely on job requirements, job performance, service/seniority and ability.
- reviewing, revising, and monitoring our employment practices and policies in order to eliminate any systemic discrimination that may exist.
- making accommodations for applicants with disabilities.

Responsibility

The implementation of this Employment Equity Policy will be the direct responsibility of each Hiring Manager in CGS. All levels of management are to recognize that equal opportunity is a key element as they plan, organize, and lead the work of their respective teams. Further, all Employees are responsible for creating a favourable work environment, free from discrimination and open to the positive contribution of all individuals. The Human Resources and Organizational Development Division has overall responsibility to advise, co-ordinate, and evaluate the planning and implementation of CGS's employment equity activities.

Statement of Pay Philosophy

CGS's ongoing pay philosophy will support the purpose of the Organization by compensating jobs, such that internal and external equity are achieved. Further, the compensation of individual Employees will be set at a level equivalent to their job performance.

The above statement of Pay Philosophy addresses each of CGS's five (5) compensation goals.

Goal: External Equity

Looking at external labour markets, CGS's goal is to set job rates such that total cash compensation is competitive in the labour market place.





Goal: Internal Equity

Looking at our internal culture, CGS's goal is to set job rates such that jobs are paid relative to their value to the Organization as determined through job evaluation.

The Non Union group, as well as two (2) of the six (6) bargaining units at CGS are contractually governed by a formal Job Evaluation System. The wage levels for the remainder of the jobs throughout the Organization are set through the collective bargaining process. Target wage differentials have been set to ensure that there are clear pay distinctions between Supervisors and their direct reports throughout the Organization. The Job Evaluation System and the maintenance of wage differentials are used together to ensure that internal equity exists.

When internal and external findings are in conflict on a specific job, the salary range will represent a melding of internal and external values for that job.

Goal: Procedural Fairness

Looking at our internal culture, CGS's goal is to ensure that consistent, coherent and transparent compensation practices are in place. Efforts are made to ensure that there is ongoing communication through mediums such as CITYLinks, the Employee Handbook and procedural manuals on our Compensations Systems. Equally important is CGS's belief that Employees should be provided with a voice into these processes. Employees are encouraged to provide their input through avenues such as the Collective Bargaining Process, or reconsideration /reassessment procedures outlined in applicable Job Evaluation Manuals.

Goal: Employee Compensation (Individual Equity)

Employees move through our salary grids (where applicable) to the job rate (top of grid) provided performance warrants an increase. Alternatively, some CGS Employees receive the negotiated wage rate as determined through collective bargaining. In addition, general wage increases are afforded Employee groups from time to time by resolution of Council, and/or Collective Bargaining.

CGS's pay philosophy will continue to evolve to reflect the Employer's goal of attracting and retaining qualified Employees, and motivating them towards excellence in their field of expertise.

Goal: Ability to Pay

CGS believes the above philosophy is in harmony with the long term purpose of the Organization. Adherence to the above philosophy in any given year is contingent on CGS's financial health, or ability to pay, as assessed by Council.

CGS's pay philosophy will continue to evolve to reflect the Employer's goal of attracting and retaining qualified Employees, and motivating them towards excellence in their field of expertise.

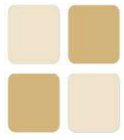
For more information on either the Union or the Non Union Job Evaluation process including forms and manuals, and procedures, please refer to the Job Evaluation link under the Human Resources Section of CITYLinks entitled Salary Administration: <http://citylinks.greatersudbury.ca/departments/human-resources/job-eval-pay-equity/>.

Pay Practices

Time Cards, Time Sheets, Paydays and Banking Information

There are two (2) distinct pay groups within CGS. Many CGS Employees are paid bi-weekly on Friday for the two (2) week period concluding that same day. Time cards/sheets are not submitted for these Employees, as they





work regular bi-weekly hours, and their pay cheques require few manual adjustments during the year. Many absences such as WI days and vacation, as well as overtime pay (if applicable) are reported during the following period and an exception time sheet needs to be prepared and submitted.

Time cards/sheets/swipe cards are submitted for hourly rated Employees. This group receives its pay on the alternate Friday from other staff, for all hours worked during the previous two (2) week period (i.e. there is a two (2) week pay hold back for this group). Upon termination or retirement, these Employees have an additional pay coming to them on the next regularly scheduled hourly pay date for all hours worked in their final two (2) weeks up to their termination/retirement date.

All Employees' pay is automatically deposited to the bank/credit union account they direct, and the Employee receives a confirming "pay advice" on the preceding Thursday confirming the transaction and their deductions. Employees may receive their pay advice electronically. Employees are required to fill out a Revenue Canada TD1 taxation form, and advise of their home address, and banking particulars when first hired. It is the Employee's responsibility to advise the Human Resources and Organizational Development Division of any changes in this regard during the course of their employment.

Collection of personal information will be used to assist CGS in the efficient operations directly related to employment matters and system processes related to payroll and benefits. CGS recognizes and respects your right to privacy and is committed to protecting it, taking all reasonable steps to ensure that personal information is protected against loss, unauthorized access, modification or disclosure, and other misuse.

Correction of Pay Errors

An Employee, upon receipt of his/her pay advice (stub), who believes that an error has been made in the amount of pay for the pay period covered by the pay advice, shall return the advice to his/her Supervisor, and inform the Supervisor of this error. If the Supervisor agrees with the Employee, a payroll adjustment will be processed in accordance with the CGS Off Cycle Pay Adjustment Policy and will be paid through electronic deposit to the employee bank account on record in the PeopleSoft Payroll software. The policy can be found here: <https://citylinks.greatersudbury.ca/departments/corporate-services/finance/policies/>.

In the case of an over payment, the Employer will provide details including the relevant period of time, the amount owed and the recovery process. The repayment process will begin on the next available pay date.

Hours of Work

The standard business hours for most CGS locations are 8:30 a.m. to 4:30 p.m., Monday to Friday, with a one (1) hour unpaid lunch (thirty-five (35) hours/week). Some Employees commence work before these standard hours or work later in the day to support operational need. Many of CGS's operational Employees work non-standard hours such as a thirty-seven point five (37.5) hour week (e.g. Pioneer Manor), a forty (40) hour week (e.g. CUPE 4705 Outside Workers), in support of operational need. Further, in support of our operational requirements, a number of CGS Employees work standard shifts outside of our standard business hours, while others work longer standard shifts as part of a shift rotation that averages to regular weekly hours over a predetermined number of weeks. These non-standard shifts may be inclusive or exclusive of a daily paid meal break and will affect the reporting of Vacation, Weekly Indemnity (WI) and Sick Leave days.

Payment of Overtime

CGS splits its Employee population into two (2) groups with respect to payment of overtime: Union and Non Union Employees. Non Union Employees are paid for the work performed, regardless of how long it takes them to





complete the job. In recognition of the many hours of overtime worked by this group, however, CGS Council affords all Full Time Permanent Non Union Employees an additional one (1) week of accrued vacation per annum. This and CGS's Pay Plan compensate Employees in lieu of overtime. In unusual circumstances, where exceptional external circumstances create a situation where Non Union Employees are asked to work an exceptional amount of overtime, the ELT member in jurisdiction can approve compensating time off at his/her discretion. Compensating time off will always be approved in writing from the ELT member to the Employee concerned. Unionized Employees are paid for overtime at the rates prescribed in their Collective Bargaining Agreement, although some Employee groups have the option of taking hours worked beyond the normal work day, in the form of time or pay at a future date (i.e. banked time). When hours are placed as banked time, these hours are to be taken within the calendar year accrued, or as prescribed in the Collective Bargaining Agreement.

CGS does not pay overtime to Employees for travel time out of town to attend work related courses, seminars, etc., nor overtime while at the course. CGS believes that maintaining an Employee's daily wages, plus the cost of course fees and other expenses, provides a fair exchange for the Employee's participation in these opportunities (which benefits both parties). It is understood that the preceding terms are limited by and subject to any Collective Bargaining Agreement term which provides otherwise.

Other Cash Compensation

As a point of Policy, CGS does not pay any bonuses, commissions, or incentives to Employees beyond their wages/salaries. Allowances and reimbursements payable are outlined in later sections of this Handbook.

Cash Advances to Employees

It is CGS's practice to not grant loans to Employees under most circumstances. Pay advances are viewed as loans by the Organization. CGS will advance vacation pay to an Employee for vacations of one (1) week or more in duration, provided a written request is in the hands of the Payroll Section no later than four (4) weeks prior to the vacation period. In addition, Employees who are eligible for and have applied for WI benefits, and who will experience a cash flow interruption while their claim is processed, can apply for a loan from CGS, pending processing of their claim. The details of this service are detailed in CGS's Disability Supports Policy, which is available from your Supervisor for review. In all other circumstances, Employees are encouraged to organize themselves to accommodate the periodic unforeseen need for additional money.

Hiring Rates

All Employees who receive an offer of employment from CGS will receive an offer letter, as will current Employees moving from one position to another. This reinforces the fundamental contract between CGS and its Employees, and ensures that the principle conditions of employment are clear. The Step Placement Policy supporting this principle is available from your Supervisor for review. As a minimum, current Employees moving from one position to another on a Limited posting, will receive a copy of their Notice of Successful Applicant form which details the principle conditions of their employment in the Limited position. Employees moving permanently to a higher rated job in the Organization, will receive an amount equal to a one (1) increment increase in their current rate (and be slotted in their new group), or the minimum rate in the new group, whichever is higher.

Job Rates and Increments

The job rate is the rate paid to a fully competent incumbent. For any Unionized job, the rate can be found in your Collective Bargaining Agreement: it is the top rate for the classification in which you are employed. Job rates for Non Unionized jobs are not published, but do appear on Non Union job postings. You should contact your Supervisor should you want to know the job rate for your job.





Employees move from one step to the next on their salary grid (where applicable) on the anniversary date of their occupancy in a position, or in accordance with the provisions under their Collective Bargaining Agreement. Where deficiencies in performance exist, Employees can have their step increases delayed pending performance improvement. Skipping (two (2) step) increments is not allowed, as a point of policy.

CGS allows Permanent Employees working in a temporary vacancy for more than one (1) year, to advance in their temporary posting grid. Temporary Employees will also be allowed to advance in their grid each year, to a maximum of Step 5 of the applicable grid. On return to their permanent classification, either type of Employee will be placed at the appropriate Step level as if they had remained in their permanent classification during the period of transfer. Employees who transfer (change in classification within the same pay group), will maintain their step and review date as per their permanent classification held prior to the transfer. Temporary Employees rehired into the same classification will be rehired at the Step level they were at on termination, provided the break in their service does not exceed eighteen (18) months. Employees returning from an Unpaid Leave of Absence will receive their increment as if they had been at work, provided the Leaves do not exceed four (4) months in the increment year (for details see Personal Leaves Section).

Relieving Pay

When Employees are asked to relieve in a higher rated position, a premium over their regular pay is normally applicable. The level of pay applicable for Unionized Employees relieving in Unionized positions is outlined in the applicable Collective Bargaining Agreement. The level of pay for Non Union positions is prescribed by Policy, which is available from your Supervisor for review. Basically, the Policy provides that:

- Employees typically receive relieving pay in the amount of Pay Step 1 in the pay group of the position they are relieving. Where Step 1 does not afford the relieving Employee a ten (10%) percent premium over both their permanent pay rate, and the pay rate of their highest paid sub-ordinate while relieving, the higher step in the same pay grid which first achieves this outcome, will apply. For longer term relief, higher relieving rates may apply.
- The appointed Employee should be:
 - a) required to perform the work (i.e. non-automatic);
 - b) qualified to perform the work; and
 - c) perform the majority of functions in the position, to be eligible for relieving pay.
- Relieving pay is payable for Non Union positions at Group 9 and below after one (1) hour of relief. All other positions will receive relieving pay after two (2) consecutive working days or more, and only from the second (2nd) day of relief forward (i.e. no payment for the first (1st) day of relief for this Group). A specified paid holiday falling in a relieving period will count towards the five (5) day trigger, and will be paid at the relieving rate.
- A Unionized Employee relieving/posting to a Non Union position for two (2) cumulative months or more are entitled to additional "vacation in lieu of overtime" accrual on a pro-rated basis (i.e. one (1) day for every two (2) months in relief to a maximum of five (5) days per year). With their Supervisor's concurrence, these Employees can take the vacation in the current year, carry over the vacation into the next year, or have it paid out at the relieving rate in lieu of taking time off.





French Language Use

The working language of CGS is English. However, recognizing that one-third (1/3) of CGS's residents list French as their mother tongue, City Council unanimously adopted a French-language Services Policy with specific operational guidelines. For instance, responses to correspondence from the public must be in the official language in which it was received, including e-mail. The Policy is available from your Supervisor for review and is available on CGS's website: <https://citylinks.greatersudbury.ca/departments/corporate/policies/>.

French is listed as an asset on most job postings where there is interaction with the public. In some cases, French is mandatory (i.e. 311 Call Centre Representatives).

CGS's phone listing has been coded to include those Employees in all departments of CGS who can assist citizens in French. This list is updated regularly on CITYLinks, with "(fr)" next to the Employee's name.

Health and Safety Policy

The City of Greater Sudbury provides a great employment experience which leads to a great citizen experience. A key aspect of a great employment experience is a strong, shared commitment to workplace health and safety. CGS and the ELT are committed to accident and illness prevention through the integration of health and safety considerations into all planning, operations and departmental activities.

CGS will continue to uphold our commitment by implementing and maintaining a comprehensive Health and Safety Program with a goal of achieving a healthy and safe work environment that is free from occupational injury and illness.

The ELT is responsible to provide Health and Safety leadership. The Senior Team leads, challenges and measures continuous safety performance improvement. Concern for Health and Safety is an esteemed leadership competency.

Supervisors at all levels (from the CAO to the Front Line Supervisor) are accountable to take every reasonable precaution in line with this Policy and Program for the protection of Employees.

Employees and Contractors must follow this example and perform their tasks safely and in accordance with CGS Policies, Safe Work Procedures and all applicable legislation as it relates to the work process being performed.

The legal duties and responsibilities of Employers, Supervisors and Workers overlap and complement each other. Together, they create what is known as the Internal Responsibility System or IRS. At CGS a healthy IRS means everyone in the workplace has a role to play and everyone understands their role and actively ensures work and workers are safe. Management, Employees and Employee representatives support Joint Health and Safety Committees in their efforts to prevent workplace injuries and occupational illness.

Active participation by all Employees, every day, in every job, is essential for achieving the safety excellence for which we strive. By sharing this responsibility and working together, we will continue to build a strong culture of health and safety within our workplace, our community and the everyday lives of our valued Employees.

To support the Health and Safety Policy, a Health and Safety Program is in place for all CGS Employees. The Health and Safety Program is outlined in part in CGS's Health and Safety Manual. This Manual provides some general guidelines for common safe work practices performed by CGS Employees and includes Employees' Roles and Responsibilities, injury prevention strategies, Injury and Illness Management and General Safety Procedures. The Manual also contains copies of all the organization-wide Health and Safety Policies and Procedures in a





convenient Index. These Health and Safety Policies incorporate the requirements as prescribed in the *Occupational Health and Safety Act* and other Provincial and Federal Statutes. Some Operating Departments may have additional Safe Work or Safe Operating Procedures specific to the nature of your work which can be obtained and reviewed in conjunction with your Supervisor.

The *Occupational Health and Safety Act* gives Workers rights and sets out roles and responsibilities for all workplace parties. Workers have the right to: 1) Know about workplace hazards and what to do about them; 2) Participate in solving workplace health and safety problems; and 3) Refuse work they believe is unsafe. As part of your responsibility to follow the law and workplace health and safety policies and procedures, all CGS Employees must review the Health and Safety Manual and any specific Policies, Programs or Safe Work Procedures related to your position and work area (copies available through your Supervisor). You can view the entire Health and Safety Manual on the CITYLinks website at: <https://citylinks.greatersudbury.ca/departments/corporate-services/human-resources/health-and-safety/health-and-safety-manual1/>.





SECTION C - PERFORMANCE AND DEVELOPMENT REVIEW

This section outlines CGS's current Performance Management System. It is divided into the following subsections: Probationary Reviews/Trial Periods; Talent Development Program, Annual Performance Reviews, Positions/Roles within Talent Development, Terminating Employees - Evaluation and Exit Interviews.

The purpose of performance management is to provide a forum for an Employee and their Supervisor to discuss current and future goals and objectives, both professional and personal, that will set the future direction of the organization and the Employee's career path. Whether during a probationary review, trial period or annual performance review, Employees are encouraged to openly discuss with their Supervisor their career goals, training and development needs and the challenges they face in their role.

Probationary Reviews

All new Employees of CGS serve a probationary period, usually between three (3) and six (6) months in length. The probationary period may be extended by the Employee's Supervisor when the Employee has not been successful in meeting the performance expectations and/or requirements of the position within the initial probationary period. Probationary periods may also be extended when an Employee moves to a Temporary Job Posting prior to completing their probationary period. In the case of Unionized Employees, where the applicable Collective Bargaining Agreement specifies a probationary period time frame, and does not allow for extensions, Union concurrence is required to extend the probationary period beyond the time frame outlined in the Collective Bargaining Agreement. Where Union concurrence is not forthcoming, the Supervisor is obligated to terminate the Probationary Employee where reasonable cause exists (versus just cause for Permanent Employees) rather than commit CGS to a long term selection error. These provisions do not apply to International Association of Fire Fighters (IAFF) Employees.

Before the conclusion of the probationary period, the Supervisor will receive the probationary form from the Human Resources and Organizational Development Division, and must submit the completed form to the Human Resources and Organizational Development Division, a copy of which goes to the Employee to confirm their permanency. The completion of this form is necessary, as our Group Life, WI Bank Days, WI and LTD Insurance coverages are triggered by the successful completion of the probationary period.

Trial Periods

Employees moving from one (1) position to another within our Organization are subject to a trial period of varying lengths in each new role. Interim reviews are conducted by their new Supervisor, similar to those conducted during their probationary period. These trial periods may be extended under circumstances similar to that for Probationary Employees. The same forms used for Probationary Reviews are used for Union, Non Union, and Project Trial Periods.

Talent Development Program

CGS has a Talent Development Program that was put in place to:

1. Provide clear expectations and feedback regarding Employees performance goals/objectives.
2. Provide more opportunities for advancement, growth and development.
3. Improve the organization's ability to target critical competencies in its selection exercises.
4. Identify potential successors for future vacancies and clarify requirements for success in future roles.





The Talent Development Program includes a Competency Dictionary unique to CGS's performance and development needs and strategy, a role profile matrix of key roles in the organization, and Assessment and Development Tools to identify and reduce performance gaps and assist Employees in meeting their career goals.

Annual Performance Reviews

Although interim coaching sessions between an Employee and his/her Supervisor during the year are encouraged, a formal performance appraisal meeting is mandated by Policy to occur at least once a year typically, to coincide with the Employee's anniversary date in their position, whether or not they are eligible for a step increment. For Unionized positions/roles, the Human Resources and Organizational Development Division will send the appropriate Employee Performance and Salary Progression Review form to the Supervisor when the Employee's annual performance appraisal is due.

Many Employees desire to receive a copy of their completed annual performance review for their personal records. A release form is included on the reverse of both appraisal forms which authorizes the Supervisor or the Human Resources and Organizational Development Division to release the completed form to the Employee.

Positions/Roles within Talent Development

Where an Employee is in a role within the talent development (most Non Union Roles) and is eligible for a Step increase in their pay group, the appropriate Performance Planning and Development (PPD) form for the level of their role will be completed and the merit increase section filled out and processed prior to their anniversary date.

Where an Employee is at their maximum step within their pay group, their annual review will move to a calendar year cycle. The appropriate performance planning and development form for the level of their role is to be used for the annual review.

The PPD form allows a Supervisor to parse out goals and objectives from the Department/Division Business Plan on a predetermined form. An Employee and their Immediate Manager can discuss various competencies and areas for development, both in the role and for future roles to which they aspire.

All performance planning and development forms, as well as, instructions for the forms are located on CITYLinks under the Human Resources Section.

Terminating Employees - Evaluation

CGS requires an evaluation of all terminating Employees. This performance evaluation is required by CGS for future employment reference purposes, and in the case of Temporary Employees (including students), these Employees remain eligible for re-hire, and some indication as to their appropriateness for re-hire is required.

The Employee Performance Evaluation Form is optional and provides the Temporary Employee with some feedback on their performance. The Supervisor's Report of Employee Performance at Termination or End of Posting Assignment for both Temporary and Permanent Employees must be completed by the Employee's Supervisor and forwarded to the Human Resources and Organizational Development Division for inclusion in the Employee's file and to the Employee. Both of these forms can be found in the J drive under S Forms/Human Resources/Forms.

Exit Interviews

Exit interviews are defined as interviews with Permanent Employees who are electing to leave/retire from CGS. While departing Employees can frequently provide insight into their work experience with the Organization, and





provide suggestions on how we might improve, it is not CGS's practice to conduct an exit interview with every Employee who leaves. Permanent Employees who are leaving will receive an Exit Interview, wherever possible. All others may contact their ELT member, or the Director of Human Resources and Organizational Development or may receive an exit interview questionnaire.





SECTION D - EMPLOYMENT RULES AND POLICIES

In this edition of CGS's Employee Handbook, we are outlining those rules/policies applicable to, and impacting on, all Employees of CGS. In publishing this Handbook, our first desire is to keep the number of rules/policies to a minimum for two (2) reasons:

- a) We place a high value on individual Employee judgement and decision making at CGS. A large number of rules/policies could stifle that important part of our culture;
- b) Our Managers are paid to make decisions. With the publication of policies, there is a temptation to substitute "management by policy" for "management by people". By keeping the number of policies down, we hope to maintain both our Managers' freedom to act, and their accountability to make business decisions.

Balancing this desire, however, are two (2) facts related to our work environment:

- a) Most Municipal Government work is conducted in the public eye, and citizens have a right to most documentation related to our businesses. We all work in a transparent, and highly visible work environment. This transparency inherently leads to a higher level of accountability in this Organization than in most others. The existence of rules/policies related to Employee conduct will aid all of us in ensuring that Employee/Supervisor actions are above reproach. To put it bluntly, it is not enough to be fair, we must be seen to be fair;
- b) Some rules and policies will support our desire to see our Employees treated fairly and consistently. Given the fact that we are employed in a number of distinct businesses (with little interaction between some business units), the publication of some policies seems the best vehicle to support our intent. Although these rules apply to all CGS Employees, there may be additional rules developed by individual Departments to cover situations unique to their work environments. A separate tab at the back of this Handbook provides for the storage of Department specific information.

It is our expectation that Employees will always use their best judgement in the performance of their jobs, and every Employee is accountable for his/her actions, whether a rule exists or not. We do not desire (nor would we be able) to develop a rule to cover every situation an Employee may find him/herself in during the course of their employment.

However, to provide some guidance, the following are rules which exist on a CGS wide basis at the time of writing of this Handbook:

Conduct While Away From Work

The conduct of Employees away from work is their own business, except where those activities impact on the legitimate business interests of CGS. To ensure that a conflict does not occur, all Employees must adhere to the following rules:

Conflict of Interest/Duty to Disclose

Many CGS Employees have other jobs, community, volunteer or business interests outside of work, and the Employer does not want to interfere with these pursuits, unless they conflict with the Organization's legitimate





business interests. For example, work that would allow the use of information garnered during your employment for a use other than that intended by the Employer, or makes you too frequently unavailable for work, may be deemed to be in conflict. To ensure that personal interests do not conflict with the Employer's interests, Employees have a duty to disclose these interests to their Supervisor in advance, and in written form if requested.

Generally, a conflict of interest may occur if an interest or activity influences or appears to influence the ability of an Employee to exercise objectivity or impairs the Employee's ability to perform his/her employment responsibilities in the best interests of CGS.

More specifically, an Employee is considered to have a potential conflict of interest when:

- The Employee or any member of his/her family may receive a financial or other significant benefit as a result of the Employee's position with CGS;
- The Employee has the opportunity to influence CGS's granting, business administrative, or other material decisions in a manner that leads to personal gain or advantage; or
- The Employee has an existing or potential financial or other significant interest which impairs or might appear to impair the Employee's independence in the discharge of their responsibilities to CGS.

Following a dialogue on the issue, if the Employer deems that the two interests are materially in conflict and the situation cannot be reasonably altered to remove the conflict, the Employee will be asked to choose which relationship he/she wants to continue. If the outside relationship is of a short term nature, the Employee may request a Leave of Absence for the duration of the Employee's external relationship.

Communications and Use of Information About Work

Duty of Fidelity

Employees of CGS are frequently in possession of information about our operations or clients which, if made public in a formal or informal setting, either at or away from work, would harm CGS's business interests or reputation in the communities in which we operate. Our Employees are expected to prove worthy of the trust placed in them by the Employer through our employment relationship. There is an implied obligation, through the employment relationship, that Employees act in the best interests of CGS at all times. This means Employees must ensure they do not follow a course of action that harms or places CGS at risk. Specifically, Employees have a duty to avoid conflicts of interest and to not compete with CGS (which includes working for others during working hours). Personal actions and communications, for example posts on social media such as Facebook, MySpace, Twitter or LinkedIn must not be harmful to the business interests of CGS, and must not contain personal information about others as described below.

If you are in doubt about the confidentiality of any information in your possession, you should review the issue with your Supervisor before proceeding. Confidential information will only be released where mandated by applicable legislation, including the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) (see below).

Employees need to also be aware that they must not divulge personal information about other people, nor may they divulge confidential or sensitive information while engaging in personal use of social networking websites such as, but not limited to: Facebook, MySpace, Twitter and LinkedIn. Posting of confidential and/or sensitive information or information that could damage the reputation of CGS is strictly prohibited. This includes posting offensive statements about other Supervisors or other Employees.





In accordance with *MFIPPA*, Employees are barred from using information obtained in the course of performing their jobs in any way unless that information has been publically released. This includes that Employees must not use information for personal transactions which will provide a material benefit to themselves, another person or entity (financially or in any other material way). For example, an Employee who learns that a parcel of land is being seriously considered for commercial development before that knowledge is public, and purchases an adjacent lot in expectation of its value appreciating, has failed in their duty of fidelity. Employees are barred from having any pecuniary interest (directly or indirectly) in any contract CGS may have with an outside organization, or from purchasing or selling CGS property other than in accordance with the Purchasing By-law.

CGS does not usually have Employees sign a Declaration of Confidentiality. It is to be understood that maintenance of Confidentiality is a condition of employment for all CGS Employees.

Control and Communication of Information Related to CGS

CGS communications became covered by the *MFIPPA* effective January 1st, 1991. This legislation regulates and controls the information that is made available to the public. The Act not only provides rights to the public to gain access to Municipal records, but also protects the privacy of individuals. Many of the records of CGS contain highly sensitive or personal information. Only those Employees who need this information for the performance of their duties will be allowed access.

CGS Council has delegated its decision making powers to the City Clerk, who is the “Head” for the purposes of the Act, with respect to the release of information to the public. If you have been asked for information related to CGS’s business from a member of the public, other organizations, or the news media, and are wondering whether this information can be released to the requesting party, please contact Clerk’s Services for direction. In the case of enquiries from the news media, interviews will not typically be given by Employees other than a member of the ELT or Division/Section Heads. If an Employee receives requests from the media, these requests are to be forwarded to the ELT member in jurisdiction, or to the attention of the Manager of Corporate Communications and French Language Services.

Files and written information shall not generally be taken off site. Staff are expected to use sound judgement when taking files/written information offsite as part of the execution of their duties, so as to ensure the protection and security of the information therein. It is the responsibility of Divisional Management to ensure procedures are in place so that chain of custody can be maintained for files taken offsite.

The *Municipal Elections Act* specifically forbids municipalities from making contributions to an election and identifies that money, goods and services are all items which would be considered contributions. The provisions of the *Municipal Elections Act* are reaffirmed in Schedule “E” of the Remuneration By-law 2002-280F. This language means that no one shall use the facilities, equipment, supplies, services, staff or any other resource that belongs to or is funded by the municipality, for the purposes of an election campaign or for any campaign related activities. A simple guideline is to avoid any use of resources that would not be available to any citizen who made the same request. There can be no political activity in the workplace and in municipally owned buildings.

CGS Employees may not work on an election campaign during their paid hours of work. During the part of the day when working as a municipal Employee, staff are expected to be “apolitical”. Those staff who wish to work in support of a candidate during the election must do so outside of paid, working hours and clearly separate from their role as an Employee of CGS.

Political and Work Communications

While all of us enjoy freedom of speech as private citizens, during the portion of your day where you are a CGS Employee, your behaviour should be apolitical. As Employees, we are the implementors of public policy, not the





debaters of public policy. To do otherwise, does not support democratic principles, or CGS's purpose. To be specific, Employees shall not communicate (either visually, in written form, or verbally) to the public, clients, or media on issues that are:

- a) before CGS Council;
- b) at odds with the mandate and Policies of CGS, or
- c) are the subject matter of a municipal election,

unless it is part of their official duties as an Employee.

On employment related matters, it is inappropriate for Employees to communicate with the media or in most cases, Council* on employment related matters. Questions or concerns related to employment should be directed to your Supervisor. If, after affording your Supervisor a reasonable opportunity to address your concern, you feel your concern has not been addressed, you are encouraged to use the Dispute Resolution Procedure, detailed later in this Section, to resolve the issue.

* While discussions with individual Council members are generally discouraged, they may be permissible provided that:

- (a) the content of such communications is not inflammatory, derogatory, unjust or unfair;
- (b) the content of such communications is not knowingly or recklessly false or misleading;
- (c) the content of such communications does not improperly undermine or impair the reputation, business or operational interests of the Employer or its representatives;
- (d) the issues to be discussed have previously been taken by the Employee through all of the applicable internal communications or dispute resolution mechanisms (as well as their external counterparts) which, depending on the issue include:
 - i) the individual's Supervisor.
 - ii) the Dispute Resolution system in Handbook (not applicable to those Employees who are entitled to a grievance/arbitration process under a Collective Bargaining Agreement).
 - iii) the internal discrimination and harassment complaint mechanism.
 - iv) any internal Pay Equity complaint mechanism.
 - v) the internal *Occupational Health and Safety Act* Joint Health and Safety Committee.
 - vi) any applicable job evaluation process.
 - vii) any applicable grievance/arbitration process under a Collective Bargaining Agreement.
- (e) the issues are not matters which should otherwise be properly the subject matter of discussions between





the Employer and the Union (i.e. where direct negotiations between the Employee and the Employer might constitute bargaining in bad faith under the *Labour Relations Act*).

This Policy is not applicable to Employees who are elected or appointed to a Union position who at the time of the communication are acting as a Union Official. However, such conduct will be subject to and regulated by the restrictions found in existing case law.

Conduct While At Work

The following rules/policies deal directly with Employee actions while at work:

Reporting for Work and Attending at Work

All Employees are expected to attend regularly at work. All Employees will report any absence from work due to illness, or any other unplanned absence from work, as soon as possible, but in no case later than within one (1) hour following commencement of their scheduled shift. Specific Sections of CGS have more stringent absence reporting requirements, in accordance with the specific operational needs of those businesses. In the event the Employee's Supervisor is not available at the time they phone in to advise of their absence, they should not leave a message, but should speak to another Supervisor/co-worker in their work area, advising of their situation, leaving a number where they can be called, and advising when they will next phone in to speak to their Supervisor (in no instance should this be a longer period than the commencement of their next regularly scheduled shift). Employees are required to state the reason for their absence, expected duration, and where they can be reached during their absence (subsequent to this first telephone call, should the expected absence exceed one (1) shift, the Employee should remain in contact with his/her Supervisor, as directed).

Having started their shift/workday, Employees will obtain approval from their Supervisor in advance before absenting themselves from work for any reason, including during paid meal and break periods.

Dress Code

There is no Corporate dress code within CGS, given the variety of work environments at CGS. Employees are expected to use their good judgement in dressing appropriately to their work environment. The decision as to the requirement for a dress code rests with each Department/Division. To support local charities, the CAO declares "Casual Days" from time to time, where Employees may dress more casually in exchange for a small contribution to a designated charity.

Where no dress code exists within a Department/Division, Employees should consider the following guidelines and/or tips when choosing appropriate work attire:

- An Employee's job duties, responsibilities and degree of citizen/client contact and safety issues should govern the definition of appropriate attire.
- Clothing, tattoos bearing offensive language or logos that are, or could be seen by others as profane, racist, sexist or discriminatory in nature are not permitted.
- For business reasons (e.g. public or external meetings), it may be appropriate to choose business attire on a designated casual day.
- Personal grooming, hygiene and neatness are a part of one's appearance and should reflect a professional image.





- In most cases, sweat pants, mini-skirts, spaghetti straps, shorts and beach flip flops are not considered appropriate attire for work.

Employees should check with their Supervisor if there are questions about what is considered appropriate attire.

Use of CGS Property

Employees cannot use CGS's facilities, equipment, or tools for personal or non-work related reasons, without proper authorization from their Supervisor. Any CGS property that has been assigned to an Employee must be used in accordance with policy and safety operating procedures. Examples of CGS property include but are not limited to:

- Key Fobs and CGS fuel systems.
- Computers, laptops, tablets and cell phones.
- Office equipment such as printers, photocopiers and scanners.
- Power tools and hand tools.
- Vehicles.
- Small and large operating equipment.

Employee Parking

CGS Employees are required to pay for parking in the downtown core, whether attending a meeting or daily parking if the Employees office is located downtown. Rates vary depending on the parking lot where the Employee chooses to park. Employees have the option of purchasing a daily, monthly, or quarterly pass or annually through payroll deductions.

Vehicle Use for CGS Work

The Employee Use of CGS Vehicles Policy outlines the policy and procedure to be used to allocate the most appropriate form of vehicle use required by Employees in the normal execution of their duties. Employees may be afforded custodial use of a CGS vehicle, use of a CGS pool vehicle or may be permitted to use their own personal vehicle. The document entitled "Rules and Regulations on the Use and Care of CGS Vehicles" is available from your Supervisor for review. It details how Employees access and use CGS's fleet, for in-town or out-of-town use. Employees who do not follow the rules and regulations regarding CGS's fleet can have this privilege revoked, and use of their personal vehicle to perform the duties of their position, become a condition of employment. All driving and parking tickets issued to Employees during the course of their employment, are payable personally by the Employee. It is the Employee's responsibility to ensure they have a valid driver's licence, appropriate to the vehicle they intend to operate, before driving any CGS vehicle. Where Union Employees are required to use and operate their own motor vehicle (as a condition of employment) compensation for such arrangement is detailed in the Collective Bargaining Agreement. For some Employees, arrangements are detailed in the Travel Policy found on the Finance Division's CITYLinks website: <https://citylinks.greatersudbury.ca/departments/corporate-services/finance/policies/>.

Mileage Reimbursement Rate

Authorized Employees will be paid a vehicle rate of \$0.53 per kilometre while on CGS business using their own





automobile, which is adjusted from time to time by CGS Council. Employees who bring their car to work park it at their own risk. CGS does not accept any liability for Employees whose vehicles are damaged.

Loss of Driving Licence/Privileges

Policies related to the loss of driving licence privileges for medical reasons, demerit points, or as a result of an Employee being drunk/impaired, are all available from your Supervisor for review. Employer responses as outlined in the Policies, run the range from no action (when due to medical reasons and licence not required), temporary demotion, through requiring that the Employee undergo an evaluation for dependence or addiction, or enroll and successfully complete a rehabilitation program, to long-term suspensions without pay (over and above those outlined in our Discipline Policy outlined in this Handbook) or termination of employment. These Policies apply to all Employees, whether they are required to operate a vehicle as a condition of employment or not. Employees should refer to the Policy document for details.

Business Travel Outside CGS

Employees are required to seek and receive prior authorization for business travel outside of CGS's geographic boundaries, whether the trip has been budgeted or not. A Travel Policy exists that details the Employer's requirements for business travel, which is available from your Supervisor for review or can be found on the Finance Department's Intranet Site as stated above. An approval form is available to Employees for business travel and can be found in the J drive under S Forms/finance/Travel Policy Forms.

Work Related Expenses

CGS will reimburse all reasonable legitimate work related expenses incurred while working on CGS business. Approval control for all work related expenses is held at the Department level.

For our Unionized Employees, daily meal allowances, work boot allowances and other allowances contained in your Collective Bargaining Agreement provide a measure of cost control for the Employer. Therefore, receipts for these allowances are not required to justify expenses incurred while on CGS business. Any expenses Unionized Employees might incur over and above those outlined in your Collective Bargaining Agreement must be approved in advance by your Supervisor.

For Non Union Employees, because no caps are placed on business expenses, receipts are required to support all submitting expenses, as a method of controlling costs. Employee must follow the Travel and the Business Expense Policy for Management Staff found on the Finance Division's CITYLinks website at: <https://citylinks.greatersudbury.ca/departments/corporate-services/finance/policies/> when submitted business expenses on behalf of CGS. If any Employee should foresee the need to incur unusually large expenses related to business, the possibility should be reviewed with your Supervisor prior to proceeding.

When travelling on an approved out of town business trip, Employees have the option of claiming a flat per diem amount (currently set at \$72.00) to cover all meals and miscellaneous expenses, or submitting receipts for these expenses. Where the per diem amount is claimed, supporting receipts are not required.

Non Union Employees can opt to use their own vehicle for authorized out-of-town travel instead of a rental vehicle. In this case, the Employee will be reimbursed at \$0.53 per kilometer. Non Union Employees are encouraged to use a rental vehicle for out-of-town travel when the cost to rent is less than the reimbursement cost at \$0.53 per kilometer.

A procedure is in place which requires Employees to seek and receive approval for travel outside the boundaries





of CGS and provide an estimate of their expenses in advance. Once approved, all Employees are then required to account for expenses incurred, in order to be reimbursed by CGS. Supporting receipts except for per diem must be attached to the Travel Expenses Claim Form. Travel advances in the approved amount will be made available when requested.

Out of Province Medical Coverage is maintained for the Mayor and Council and selected staff who travel frequently, as execution of their duties can regularly take them out of province on CGS business. If other Employees travel out of province/country on CGS business, they are required to purchase Out of Province Medical Coverage and claim the cost for reimbursement, as a legitimate business expense.

Legitimate expenses would include transportation, accommodation, meals, and a short personal phone call home each day while away on business, but would not include entertainment expenses as these are entirely at the Employee's discretion. In the case of airline transportation, CGS will only reimburse economy class fares. Accommodations should be booked at the single room rate, preferably at hotels offering government rates.

Internet Access and Internet E-Mail

The Corporate Policy on Internet Access and Internet E-Mail is available from your Supervisor for review, and on the CITYLinks Intranet site. The Policy states that Employees are to only use the Internet/Internet E-Mail for purposes consistent with the requirements of their jobs at CGS. It reminds Employees that any information on office computers may be monitored and may be required to be produced under the *Municipal Freedom of Information Protection and Privacy Act (MFIPPA)*, and that they shall not use, or receive information on the Internet for non-appropriate use (as defined in the Policy titled Information Technology Policy Guidelines) which is available from your Supervisor for review or on the CITYLinks website at: <https://citylinks.greatersudbury.ca/departments/corporate-services/information-technology/policies/>.

Employees are also not permitted to use Social Networking sites (e.g. Facebook, MySpace, LinkedIn, Twitter, etc.) whether using a CGS or personal computer, to promote or communicate events or information on behalf of CGS without prior approval by both Corporate Communications and the Employee's member of the ELT. This is addressed in the CGS Information Technology Policy Guidelines (referred to above) and the guidelines for the business use of Social Media which are under development.

Voice Mail

Many Employees have access to voice mail as a tool to improve efficiency and customer service at CGS. This purpose is defeated when callers do not wish to leave a voice mail message, press zero "0" (to speak with a CGS representative) only to be transferred to another Employee's voice mail. In all instances CGS telephones with voice mail are to be programmed such that when a caller presses zero "0", they are transferred to an attended telephone. Further, it is good citizen/customer service to regularly update your voice mail with an indication as to whether you are in or not, and when the caller might expect a return call. These requirements are outlined in the Policy titled Information Technology Policy Guidelines which is available from your Supervisor and/or on the CITYLinks Intranet site at: <http://citylinks.greatersudbury.ca/departments/administrative-services/information-technology/policies/it-policy-guidelines-2011/>.

Wireless Communications Devices

The issuance of a wireless communications device (i.e. cell phone, blackberry, etc.) is based on the job function and business needs of a position within CGS. These are to be used as effective productivity tools in fulfilling the scope of the job responsibilities. It is part of CGS's Health and Safety Policy on Safe Operation of Wireless Communication Devices and the law that for safety reasons, cell phones cannot be used while driving a vehicle





or operating equipment. Emergency personnel (Police, Fire and EMS) are exempt. Employees must pull over to a safe location to make or receive calls. Hands free sets will be considered for those Employees routinely responding to emergencies.

Use of Personal Electronic Devices

Personal electronic devices are devices such as cell phones, tablets, personal laptops, etc. The use of these devices has become commonplace and they can create a distraction to Employees who are expected to be prepared to put forward their full creative, intellectual and physical efforts into completing their tasks while at work. They have the potential to distract others in the workplace, interrupt workplace communication and create situations where information related to CGS could be inadvertently shared through a personal device. To simplify our approach to the use of personal electronic devices at work, CGS has adopted a simple rule. Personal electronic devices should only be accessed during unpaid breaks and lunch periods. In extenuating circumstances when an Employee must remain available due to an urgent commitment outside of work, they should discuss and obtain prior approval from their Supervisor to use a personal electronic device during working hours, see <https://citylinks.greatersudbury.ca/departments/corporate-services/information-technology/policies/>.

Business Conduct - Gifts and Hospitality

To preserve the integrity of our Employees, Supervisors, and the Organization, business gifts, are not to be accepted, but graciously returned with an explanation that our Policy requires it to prevent any suggestion of impropriety. The only exception to this Policy are promotional gifts or those of nominal value (e.g. coffee mug, chocolates).

Moderate hospitality is an accepted courtesy in a business relationship. However, the recipients should not allow themselves to reach a position whereby they might be, or might be deemed by others to have been, influenced in making a business decision as a consequence of accepting such hospitality. The frequency and scale of hospitality accepted should not be greater than CGS would likely provide in return. When in doubt of what is acceptable, advice should be sought from your ELT member.

Alcoholic Beverages

Employee's behaviour on their own time, away from work is entirely their own affair. However, Employees found consuming, under the influence, or in the possession of alcoholic beverages while on CGS property, at CGS work sites, while operating or a passenger in any CGS vehicle or equipment, or during working hours, will be under immediate suspension and be sent home. Further disciplinary action will then be determined by the Employer. If Employees are attending a CGS sanctioned event, it may be appropriate for employees to consume alcohol if approved and as long as they can continue to perform their duties safely. Any payment of alcohol must be in accordance with the Payment of Expenses for Members of Council and Municipal Employees of the City of Greater Sudbury By-Law found on the Finance Division's CITYLinks website:

<https://citylinks.greatersudbury.ca/departments/corporate-services/finance/policies/>.

Employees are expected to perform their work duties safely, competently and efficiently without limitation that may arise from the effects of substance use that poses a risk to their health and safety or that of any other person. For further information, please refer to the Substance Use and Fitness for Duty in the Workplace Policy on the Human Resources and Organizational Development Division's CITYLinks website at:

<https://citylinks.greatersudbury.ca/departments/corporate-services/human-resources/policies/>

Security for Employees

To reduce the risk for violence and trespass in our workplace, a number of security measures are evolving for





Employees working at all major work locations. As Identification Cards (I.D.) are issued at specific worksites (e.g. Tom Davies Square, Lionel E. Lalonde), Employees are required to wear and ensure the visibility of their I.D. card when they are in the building/facility. There are also rules pertaining to contractor and visitor access to non-public areas of these types of facilities. These rules are covered by the Identification Card Policy which is available from your Supervisor for review or found on the Corporate Security link of CITYLinks at: <https://elinks.greatersudbury.ca/departments/corporate/initiatives/corporate-security/identification-cards-policy/>.

All Employees who have been issued I.D. cards should present these cards when requested on accessing/exiting the building. Employees terminating their employment are to return the I.D. cards (along with their keys, name tags and other CGS property) to their Supervisor on their last day of work. The Supervisor will then forward the I.D. security card to the Human Resources and Organizational Development Division. Employees working in Tom Davies Square before or after regular business hours (8:30 a.m. to 4:30 p.m. Monday to Friday) are requested to sign in and out at the Information Desk. A number of safety measures and plans exist for Tom Davies Square and are available from your Supervisor for review (e.g. Bomb Threat Plan, Fire Evacuation Plan, etc.). While it is not the primary purpose of security measures (I.D. cards, video cameras, Automatic Vehicle Locators (ALV's), etc.) to monitor Employees in their workplace, data from these types of security devices may be used in investigating undesired incidents. Supervisors may contact the Manager of Corporate Security and Court Services to discuss specific security concerns.

Soliciting, Peddling, and Petitioning at CGS Facilities

CGS facilities are not “public places” in the widest interpretation of this phrase, but rather, are under the ownership of the municipality, and the control of CGS Management, acting as Council’s designates. Soliciting or peddling at CGS Facilities is not permitted. Solicitation for charities (e.g. United Way) is permitted only where approved by the CAO’s office. The circulation/posting of petitions requires approval of the ELT member in jurisdiction/CAO in advance, to ensure the goal of the petition is not at odds/in opposition to the goals of CGS Council.

Workplace Violence, Harassment and Discrimination Prevention Policy and Program

CGS is committed to providing a safe and healthy workplace; free from actual, attempted or threatened violence, harassment, sexual harassment and discrimination. Discrimination and harassment based on any of the prohibited grounds, is a discriminatory practice under the Ontario Human Rights Code and all Employees have the right to have a complaint addressed for such a violation under the Code. CGS will take reasonable precautions to prevent workplace violence, harassment, sexual harassment and discrimination to protect all Employees and provide a work environment in which all persons are treated with respect and dignity. Violence, threats and intimidation with physical intent and other threatening behaviour will not be tolerated. No form of harassment, sexual harassment or discrimination will be tolerated. The policy governing workplace violence, discrimination and harassment can be found on the Human Resources and Organizational Development Division’s CITYLinks website: <https://citylinks.greatersudbury.ca/departments/corporate-services/human-resources/policies/>. It can also be found on the Bulletin Board in your work area or through your Supervisor. This Policy will include the prompt investigation of any alleged incidents in accordance with the specific complaint procedure outlined in the Policy. Workplace violence, harassment and discrimination are considered a form of misconduct, and discipline relative to the seriousness of the offence will be imposed, up to and including termination.

Smoking in the Workplace

All CGS facilities including outdoor arenas, parks and recreational facilities are smoke free. Under by-law, CGS vehicles are an extension of our facilities, and are therefore smoke free, under all circumstances. Employees who smoke must do so on approved break times at a minimum of nine (9) metres from an entranceway to CGS facilities per the By-law. Smoking for the purposes of this Handbook is considered to include any smokeless tobacco products or smoking paraphernalia.





Discipline Policy

Need for a Policy

Discipline is an uncomfortable subject for both Supervisors and Employees. However, it is necessary where Employees fail to meet standards of performance or violate rules and policies established by the Employer. Where coaching fails to correct a problem, progressive discipline plays two (2) roles:

- a) first and foremost, it impresses upon the Employee the seriousness of the infraction and in most cases results in corrected behaviour;
- b) where Employees fail to respond, progressive discipline supports the Organization's decision to discipline or discharge an Employee with cause.

Policy

The following progressive Scale applies to all discipline issued to all Employees.

Level 1	-	Verbal Warning
Level 2	-	Written Warning
Level 3	-	One (1) Day Suspension (without pay)
Level 4	-	Three (3) Day Suspension (without pay)
Level 5	-	Discharge

For many infractions the above progressive scale will be appropriate. That is, a first offence will result in a verbal warning, a second offence will result in a written warning, etc.

There are, however, a number of "first offence" infractions that, because of their serious nature, call for an initial level of discipline at other levels of the scale.

The chart below outlines some examples of typical infractions and suggests a guideline for the appropriate first level of Employer response to these infractions. It is a guide only. Individual consideration will be given to each case based on the facts and merits of the case. Similarly, the level of discipline appropriate to second and subsequent offences will depend on the circumstances surrounding those offenses. For the sake of clarity it is understood that administration of the Discipline Policy and the following chart of infractions and responses are also subject to just cause rights found in any applicable CGS Collective Bargaining Agreement and shall not be administered in a manner inconsistent with such rights. It is also understood that the chart of infractions and responses do not preclude an Arbitrator from exercising discretionary powers to modify a disciplinary response (sanction).

<u>Level</u>	<u>Sample Infractions and Appropriate Level of Response for 1st Offence</u>
1ST: Verbal Warning	<ul style="list-style-type: none">- first incidence of tardiness;- repeated innocent absenteeism;- first incident report indicating minor culpable behaviour;- first incidence of poor work performance, insufficient or careless work, unsafe work practices;- improper personal appearance;- offensive conduct.





- | | | |
|-----------------------|---|---|
| 2ND: Written Warning | - | first incident report indicating negligence; |
| | - | initial incidence of insubordination; |
| | - | first incidence of use of obscene or vulgar language; |
| | - | first absence from work without proper notification; |
| | - | first incidence of failure to follow safety rules. |
| 3RD: 1 Day Suspension | - | first refusal to work overtime when directed to work; |
| | - | first incidence of leaving work without permission; |
| | - | first incidence of culpable absenteeism; |
| | - | first incidence of use of tools, vehicles, etc. without authorization; |
| | - | driving at work without a valid and/or appropriate driver's licence. |
| 4TH: 3 Day Suspension | - | fighting, assault; |
| (Final Warning) | - | first incident of use of a cell phone while driving a CGS vehicle. |
| 5TH: Discharge | - | theft (including fraud, falsified expense reports or time cards, feigned illness); |
| | - | sabotage or willful damage of CGS property; |
| | - | a criminal conviction that jeopardizes CGS property, security, reputation or interests of fellow Employees; |
| | - | failure to discharge duty of fidelity to the Employer (i.e. untrustworthiness or failure to disclose a conflict of interest); |
| | - | consuming or under the influence of drugs or alcohol while on duty. |

Individual Section Management may add Section specific infractions to the above scale at the appropriate level and in accordance with the operational needs of their specific business.

Complaint Resolution Procedure

CGS's Complaint Resolution Procedure is an avenue for resolving problems that arise in the workplace. Historically, only issues that are covered by a Collective Bargaining Agreement have had a formal procedure for resolution, and only Unionized Employees have had access to this means of problem solving. The Complaint Resolution Procedure will provide an alternative process whereby all Employees, not just those covered by a Collective Bargaining Agreement, can have a complaint formally addressed.

Purpose

Any Employee who believes that he/she has been treated unfairly as a result of a workplace decision or omission may have his/her complaint formally reviewed and corrected where error has occurred.

Eligibility

All Employees of CGS are eligible to use the Complaint Resolution Procedure.

Scope

All forms of workplace disputes or complaints may be brought to the Complaint Resolution Procedure. This may include a decision or action on behalf of the Employer, or an Employee, that violates or is inconsistent with CGS policy or practice. At no time shall the Complaint Resolution Procedure be used to alter or set Employer policies or procedures. Recommendations for future changes to or administration of these practices may be proposed after the final decision has been rendered.





The sole exception to the broad scope of this procedure will occur when an Employee/Union believes his/her Collective Bargaining Agreement has been misinterpreted, misapplied, improperly administered, or violated. Issues of this nature should be brought forward under the Grievance Procedure of the applicable Collective Bargaining Agreement.

Complaint Procedure

Where you wish to have your issue heard as part of the Complaint Resolution Procedure, you should take the following steps:

- Step 1 Make your complaint known verbally to the individual involved and/or that individual's Immediate Supervisor. Take this as an opportunity to problem solve at an early stage.
- Step 2 If the complaint is not resolved to your satisfaction after Step 1 - make a formal written complaint to the Immediate Supervisor of the Employee or Manager concerned. In your submission you should indicate the nature and details of your complaint, details of action already taken and the resolution that you seek. You should also state that you wish your complaint to be addressed under the Complaint Resolution Procedure. A copy of your complaint should be forwarded to the Director of Human Resources and Organizational Development.

The Supervisor will respond to the complaint in writing within a reasonable time period. We will not be setting time limits as some complaints, by their nature, will need a very rapid response, while others will require research and dialogue to be resolved.

- Step 3 If a satisfactory response is not received, the complaint may then be forwarded to the ELT member in jurisdiction for final settlement. The ELT member responsible will meet with both parties to review the complaint and determine its merits. He/she will provide a final response in writing within a reasonable time frame. Where the Employee's complaint is with the ELT member in jurisdiction, the CAO will hear the complaint at Step 3.

Once a final decision has been made, the complaint may no longer be subject to the Complaint Resolution Procedure.

Representation

Employees will represent themselves under the Complaint Resolution Procedure. Where an Employee wishes to receive assistance, he/she may approach another Employee or Supervisor (who is not in a conflict of interest) to speak on his/her behalf. The Director of Human Resources and Organizational Development will attend, at the Employee's or Supervisor's request.

Witnesses

Witnesses may be brought forward where they are relevant and appropriate to any inquiry that must be made.

No Retribution

There will be no retribution against Employees who elect to use the Complaint Resolution Procedure.

Employees are encouraged to use the Complaint Resolution Procedure. This forum will help to ensure that CGS provides a fair working environment and is responsive to the needs and concerns of its Employees.





SECTION E - TIME AWAY FROM WORK

To provide some structure to our discussion of the wide array of benefits and services available to Employees, we have broken the remainder of the Handbook into four (4) distinct parts: Time Away From Work, Employer Sponsored Services, Group Insurance Benefits, and Retirement Services. We believe these benefits and services are quite comprehensive, but are often overlooked by some Employees. Our hope is that by outlining the complete array of benefits and services here, that Employees will become more aware of this critical portion of their overall compensation package.

Time Away From Work

Paid Holidays

All Full Time (Permanent, Probationary, and Temporary) and Regular Part Time Employees of CGS are entitled to the following twelve (12) specified days as paid holidays:

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

Easter Monday, Civic Holiday and Remembrance Day are specified paid holidays for Full Time and Regular Part Time Employees of CGS, although not found in the *Employment Standards Act*. Casual/Seasonal Part Time Employees (including students) will be paid Statutory Holiday Pay in accordance with the *Employment Standards Act*, regardless of service.

Where the paid holiday falls on a weekend, another day will be designated by the Employer as the paid holiday (usually the Monday following). A number of Employees working in continuous operations, however, will observe the paid holiday on the day it falls.

In order to be eligible for pay on a specified holiday an Employee must work the first scheduled day before and after the holiday, unless excused from duty by his/her Director, or designate. Employees who are sick on their first (1st) scheduled day before or after the holiday must bring forward evidence of his/her illness (normally a Doctor's note) satisfactory to his/her Supervisor, in order to receive Holiday Pay. Further, Employees are not eligible for paid holidays during an Unpaid Leave of Absence (including Pregnancy/Parental and Adoption Leaves), when on WSIB for over six (6) months, or while receiving Long Term Disability Benefits.

The pay and time off provisions for those Unionized Employees who work on a specified paid holiday, are as detailed in their Collective Bargaining Agreement. For Non Union Employees scheduled to work on a specified paid holiday, they will receive their regular pay for the day, and an additional paid day off in lieu, to be taken at a mutually agreeable time.

Paid Vacations

CGS's vacation year matches the calendar year. Full Time Permanent Employees earn vacation credits for each full month of service in which they are at work. Employees cease to earn vacation credits when on an Unpaid





Leave of Absence for over two (2) weeks (excluding Pregnancy/Parental Leave, and Adoption Leave for a maximum defined by the *Employment Standards Act*, on WSIB for over six (6) months, or when on Long Term Disability Benefits.

CGS believes that vacation credits should accrue at a faster rate for Employees with longer service, in recognition of their continued effort. The following accrual table applies to all Full Time Permanent Employees (excluding Employees represented by the Ontario Nurses' Association (ONA), CUPE 4705 Housing Operations and the IAFF):

<u>Continuous Service as of December 31st of any Year</u>	<u>Maximum Annual Entitlement in Calendar year following</u>
1 month - 12 months	15 work days (prorated)
after 1 year -	15 work days
after 4 years -	20 work days
after 9 years -	25 work days
after 19 years -	30 work days
after 24 years or more	35 work days

Vacation pay is calculated on the rate of pay of an Employee's permanent classification, subject to the *Employment Standards Act* minimum of four (4%) percent of gross earnings and applicable Collective Bargaining Agreement provisions.

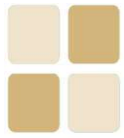
Vacation pay is paid to Full Time Employees at the time their vacation is taken, to provide continuity of earnings. Paid vacation cannot be taken in advance of being earned. However, Non Union Employees may be granted an advance on their vacation at the time of hire into a permanent or long-term temporary/contract position as per the Non Union Vacation Policy.

Employees other than Full Time Permanent Employees are not entitled to vacation accrual per the above schedule. Rather, they are paid in accordance with the provisions of the *Employment Standards Act*: four (4%) percent of gross earnings and six (6%) percent of gross earnings after five (5) years of continuous services with CGS. The amount is paid to these Employees with every pay advice, therefore there is no accrual of vacation pay for these Employees with the exception of CUPE Local 148 Part Time Employees and Part Time Bus Operators who accrue vacation pay to be paid or taken as stipulated in their Collective Bargaining Agreements.

Non Union Employees earn an additional one (1) week of vacation per year, in lieu of overtime (with pro-ration applicable for first (1st) year of Non Union employment). Unionized Employees relieving in a Non Union capacity, earn one (1) extra day of vacation for every two (2) months of cumulative service in that capacity, to a maximum of five (5) additional days per year, and have the option (with their Supervisor's concurrence) of taking time off in the current year, carrying this time over to the next vacation year or having it paid out in lieu of taking paid time off.

Full Time Permanent Unionized Employees (excluding those represented by Ontario Nurses' Association (ONA), CUPE 4705 Housing Operations and the IAFF) receive the greater of the above per annum entitlement or the percentage of their previous year's gross earnings (which would be calculated to include overtime paid and other premiums). The reconciliation between per annum and percentage is made in the following year. Any Full Time Permanent Unionized Employee (excluding those represented by ONA and the IAFF) promoted into a Management position, will receive this pay differential, if applicable, in the year of their promotion.





CGS strongly believes that earned vacations should be taken. Therefore, no compensation in lieu of vacation time will be paid. Vacation credits will not normally be reinstated for illness occurring during vacation, unless the Employee is hospitalized. The scheduling of vacations shall be governed by the Corporate Policy on Vacation Scheduling, which is available from your Supervisor for review. Individual Departments/Divisions and Sections may modify the Corporate Policy, to meet operational need.

Banked Time

Banked time is offered as a service to Employees who are eligible for overtime pay, and can have advantages for the Employer if the time is taken at a point in our business cycle when the Employee need not be replaced. Details on the operation of bank time are governed by your applicable Collective Bargaining Agreement.

Bank time provisions were expanded at Collective Bargaining to some Employee groups that cannot have a reasonable expectation of lieu time off (because operational need dictates they are always replaced at overtime rates). This was done with the understanding that these Employees may choose to defer payout of overtime pay to coincide with the vacation/holiday period.

Illnesses/Injuries - Occupational

Employees are required to report all illnesses/injuries related to work, immediately to their Supervisor. Employees who are absent from work as a result of workplace illnesses or injuries, are entitled to benefits under the *Workplace Safety and Insurance Act (WSIA)*. Ill/injured Employees may be entitled to eighty-five (85%) percent of their wages, up to a cap specified by WSIB, net of normal deductions (e.g. EI and CPP premiums and income taxes) for approved lost time, which are paid directly to them by the Workplace Safety and Insurance Board (WSIB). The WSIB places a strong obligation on the Employer, the Employee, and his/her Union (if applicable) to provide for the safe and early return of ill/injured Employees to work and mandates full co-operation by all workplace parties. As a result, CGS has implemented a comprehensive Modified Work Program. The Program document is available from your Supervisor for review. We see the existence of this Program as a service to Employees, as it increases the likelihood of an Employee's income and employment maintenance, in the event of illness/injury. WSIB Benefits are funded solely by Employers.

Illnesses/Injuries - Non-Occupational

CGS recognizes that Employees must sometimes be absent from work due to illness or injury. In these cases, we are committed to assisting Employees in coming back to work as safely and as soon as possible.

We, therefore, allow most Employees who have a non-occupational illness or injury to participate in our Modified Work Program. The Program document is available from your Supervisor for review.

CGS believes in helping Employees maintain a certain level of earnings during periods of illness or injury, with some reasonable limits on CGS's obligation as to the level. Putting this philosophy into practice, CGS provides the following benefit plans and services, as part of the Income Protection Plan. The Income Protection Plan includes:

- Weekly Indemnity Bank Days,
- Weekly Indemnity Plan, and
- Long Term Disability Plan, or
- in some cases, a Sick Leave Plan





Weekly Indemnity Bank Days and the Sick Leave Plan are self-insured. CGS administers the provisions of the WI Bank Days, rather than contracting with a third party to do so. Third (3rd) party medical adjudication is provided under the Sick Leave/Disability Management Program and Collective Bargaining Agreement for sick leave credits held by IAFF Employees.

CGS does not self-insure the Weekly Indemnity Plan and Long Term Disability Plan. We simply pay premiums to our Insurance Provider to provide benefits. Any dispute with regards to eligibility or the provision of benefits is between you and our Insurance Provider. CGS will not attempt to obtain benefits on your behalf but will assist where possible.

Weekly Indemnity (WI) Bank Days

Each year, Permanent Full Time Employees (other than those represented by the IAFF) are credited with six (6) Weekly Indemnity (WI) Bank Days. New Employees receive a pro-rated amount, equivalent to one-half (1/2) day per month remaining in the calendar year. These days are credited to the Employee when he/she is enrolled in the Weekly Indemnity Plan. Part Time or Temporary Employees are not eligible for Weekly Indemnity Bank Days.

CGS covers the full cost of providing Weekly Indemnity Bank Days.

Employees can use WI Bank Days to maintain their regular earnings during casual days of absence for:

- one (1) to three (3) days of non-occupational illness or injury,
- maintenance of personal health care (see Section called “Employee Health Care”),
- for Family Leave (see Section on “*Employment Standards Act* Leaves of Absence”).

In cases of longer term non-occupational illness or injury, WI Bank Days can be used to cover the waiting period for eligibility for benefits from the Weekly Indemnity Plan (that is, three (3) days).

More information on these provisions is found in the following pages. Please note that WI Bank Days are not cumulative and have no cash value. On December 31st of each year, your remaining WI Bank Days are reduced to zero (0), and you start the new year with up to six (6) WI Bank Days on January 1st.

All requirements related to illness or injury administration apply to WI Bank Days (see “Illness and injury administration” later in this Section).

Weekly Indemnity Plan/Short Term Disability (STD) Benefit

For a non-occupational illness or injury that results in an absence from work for more than three (3) continuous calendar days, Permanent Full Time Employees (other than those represented by the IAFF) have access to the Weekly Indemnity Plan.

CGS pays one hundred (100%) percent of the premium associated with providing this coverage, which is available to eligible Employees on the:

- first of the month following three (3) months of Permanent Full Time employment, or





- first of the month following your confirmation of permanency,

whichever comes first.

Your coverage under the Weekly Indemnity Plan ends at age sixty-five (65) or when you leave CGS's employ, whichever is earlier.

To review the Waiting Period, Benefit Period and Benefit Level, see your applicable Benefits at a Glance (BAAG) on CityLinks: <https://citylinks.greatersudbury.ca/departments/corporate-services/human-resources/compensation-benefits-and-rehab-info/>

Benefit Level

The amount of your coverage automatically changes when your earnings do, as of the date of your change in earnings, or if you are not at work on that day, on the date you return to work. Basic weekly earnings mean regular earnings, excluding any bonuses, overtime pay, incentive pay, or allowances.

Benefits are based on the regular basic rate of pay applicable at the time of disability and are not adjusted for general wage increases or other wage adjustments given to active Employees.

When Benefits are Payable

Under this plan, benefits are payable from the fourth (4th) day of illness or injury. However, benefits can be payable as early as the first day in the case of:

- an accident,
- hospitalization as an overnight in-patient, or
- admittance to a day-care surgical unit in a hospital.

You do not have to re-satisfy a waiting period if you suffer a recurrence within thirty (30) days of returning to work.

Applying and Qualifying for Benefits

You will need a claim form, which is available from your Supervisor, at your reporting location, from the Organizational Development, Safety, Wellness and Rehabilitation Section, or visit <https://citylinks.greatersudbury.ca/departments/corporate-services/human-resources/compensation-benefits-and-rehab-info/greatwestlife-disability-claims/>. Instructions on completion of the form are provided with the form.

To qualify for benefits by the fourth (4th) day of illness or injury, you must:

- see a Physician, Chiropractor or Nurse Practitioner no later than the fifth (5th) calendar day of illness or injury, (in the case of a Chiropractor or Nurse Practitioner, a Physician must then be seen after 4 weeks of disability).
- submit your claim form (completed by both you and your Physician or Chiropractor or Nurse Practitioner) to the Organizational Development, Safety, Wellness and Rehabilitation Section no later than the tenth (10th) day of absence from work, and





- remain under a Physician's regular treatment.

If a Physician, Chiropractor or Nurse Practitioner is not seen by the fifth (5th) calendar day of disability, our carrier will only pay benefits starting with the date you see a Physician, Chiropractor or Nurse Practitioner. The Employee is responsible for any costs associated with the examination or other related procedures; however, should an Employee incur more than \$250.00 in medical certificate expenses as required by the Insurance Provider, they may be reimbursed for costs over \$250.00 in a calendar year.

Benefits are not payable for illness or injury that occurs during vacation or on an approved leave of absence. However, if you become disabled while on vacation or during an approved leave of absence, you can apply for benefits as of the first scheduled shift back at work.

Maximum Duration of Benefits

The maximum duration of benefits under the Weekly Indemnity Plan is twenty-six (26) work weeks. Thereafter, eligible Employees can apply for benefits under the Long Term Disability Plan. Greater Sudbury Housing Operations is six (6) months as defined by the carrier.

Benefit Payment

When you qualify for benefits, our Insurance Provider sends the benefit cheque by courier to the Organizational Development, Safety, Wellness and Rehabilitation Section of CGS's Human Resources and Organizational Development Division for verification of accuracy. The Organizational Development, Safety, Wellness and Rehabilitation Section will immediately send you the cheque or, if preferred, notify you or your designate that it is ready for pick-up.

Limits and Exclusions

Payment of benefits under the Weekly Indemnity Plan will automatically cease if you are not under treatment of a Physician, Chiropractor or Nurse Practitioner, or do not follow the treatment plan prescribed by the treatment provider. Certification of total disability by a Chiropractor or Nurse Practitioner is limited to one (1) month of disability.

Weekly Indemnity benefit payments will also end if you:

- are no longer totally disabled (meaning, that because of accidental bodily injury or sickness, you are not able to perform the essential and material duties of your regular occupation and are not working at any occupation or employment for wage or profit).
- engage in any occupation for wage or profit,
- do not provide proof of continuance of total disability that is satisfactory to our Insurance Provider, or
- do not undergo an independent medical examination that has been requested by our Insurance Provider.

Our Insurance Provider will not pay benefits during any period:

- you are on any leave of absence or lay-off for a disability that started during that period of time, until the date scheduled for return to work,
- of formal Pregnancy leave excluding situations involving health complications relating to pregnancy or





birth,

- you are receiving vacation pay or pay for a statutory holiday,
- you or your Union is on strike or withdrawing services against CGS, or
- you are incarcerated.

Furthermore, our Insurance Provider will not pay Weekly Indemnity Plan benefits if the disability is:

- the result of a sickness for which you are entitled to benefits or compensation from the Workplace Safety and Insurance Board (WSIB), or comparable legislative or coverage provision, as a result of injury sustained while engaged in any occupation or employment for wage or profit,
- the direct or indirect result of:
 - a self-inflicted injury,
 - riot, civil commotion, insurrection, war or hostilities of any kind,
 - service in an armed force engaged in war, whether war has been declared or not,
 - committing or attempting to commit a criminal offence, or
 - treatment associated with or received for cosmetic purposes, which is not medically necessary for the treatment of any injury or disease.

Finally, no benefit will be paid:

- after death or following retirement under the Employer's pension plan, or
- if you do not comply with any applicable subrogation.

Other Important Information Related to Weekly Indemnity Plan Benefits

- Since CGS pays the full premium cost associated with providing this coverage, you pay income taxes on any benefits received from the Weekly Indemnity Plan.
- If you have a claim denied under the WSIB and provide written proof to that effect, you can apply for benefits under the Weekly Indemnity Plan retroactive to the date of the accident date with a signed Employee Agreement.
- If you would like to have periods of Weekly Indemnity credited as service under your Ontario Municipal Employees Retirement System (OMERS) pension plan, you must continue to contribute to that plan. After four (4) months of disability, you can apply to OMERS for a disability waiver of Employee contributions. The Human Resources and Organizational Development Division will initiate this on your behalf.
- CGS will maintain your other Group Benefits Program coverage while you are receiving payments under the Weekly Indemnity Plan.





- Payments under the Weekly Indemnity Plan will be interrupted before the end of the calendar year to pay out any accrued vacation. Any specified holiday pay forwarded to the Employee is also subtracted from the Weekly Indemnity benefits being paid.
- If you have been off work for more than six (6) months of disability, vacation can be carried over for one (1) year, to bring you to your full entitlement. For example, if you have been off work for six (6) months - or half (1/2) a year - and you are normally entitled to twenty (20) days of vacation, you would be entitled to carry over ten (10) days, which represents your full entitlement in the year following. If you are still disabled towards the end of the next year, Disability Benefits will be suspended while your vacation pay is paid to you. A minimum of two (2) weeks' vacation pay (if earned) will always be carried over by CGS to ensure compliance with the *Employment Standards Act*.
- If an Employee intends to "top up" their WI benefits with frozen Sick Leave credits or Banked Time, the authorization form (see the Section titled "Frozen Sick Leave") must accompany the Disability Claim form.
- All requirements related to illness or injury administration apply to the Weekly Indemnity Plan (see "Illness and Injury Administration" later in this Section).

Long Term Disability Insurance (LTD)

After twenty-six (26) paid weeks of benefits under the Weekly Indemnity Plan, Permanent Full Time Employees (other than those represented by the IAFF) can apply for benefits under the Long Term Disability Plan.

CGS pays one hundred (100%) percent of the premium (with the exception of ONA members who pay fifteen (15%) percent of the premium per their Collective Bargaining Agreement) associated with providing this coverage, which is available to eligible Employees on the:

- first of the month following three (3) months of Permanent Full Time employment, or
- first of the month following your confirmation of permanency,

whichever comes first.

To review the Waiting Period, Benefit Period and Benefit Level, see your applicable Benefits at a Glance (BAAG) on CityLinks: <https://citylinks.greatersudbury.ca/departments/corporate-services/human-resources/compensation-benefits-and-rehab-info/>

Your coverage under the Long-Term Disability Plan ends at age sixty-five (65), when you leave CGS's employ, or have reach the Ninety (90) Factor for OMERS purposes, whichever is earlier.

Benefit Level

The amount of your coverage automatically changes when your earnings do, as of the date of your change in earnings, or if you are not at work on that day, on the date you return to work. Basic earnings mean regular earnings excluding any bonuses, overtime pay, incentive pay, or allowances.

Benefits are based on the regular basic rate of pay applicable at the time of disability and are not adjusted for general wage increases or other wage adjustments given to active Employees.





When Benefits are Payable

Benefits under the Long Term Disability Plan are payable only after benefits under the Weekly Indemnity Plan have expired, that is, after twenty-six (26) paid weeks. Greater Sudbury Housing Operations is six (6) months or expiration of one hundred and thirty (130) days paid sick leave, if later.

You do not have to re-satisfy the waiting period if you suffer a recurrence within six (6) months of returning to work.

Applying and Qualifying for Benefits

You will need a claim form, which is available from the Organizational Development, Safety, Wellness and Rehabilitation Section. Instructions on completion of the form are provided with the form. To qualify for benefits, our Insurance Provider must first approve your application, and you must:

- have been continuously totally disabled throughout the twenty-six (26) weeks before your application for benefits under the Long-Term Disability Plan (except for CUPE 4705 Greater Sudbury Housing Operations. See above), and
- remain under a Physician's regular treatment.

You are responsible for any costs associated with the examination by the Physician or other related procedures; however, should an Employee incur more than \$250.00 in medical certificate expenses as required by our Insurance Provider, they may be reimbursed for costs over \$250.00 in a calendar year.

Maximum Duration of Benefits

Your monthly payments will end on the earliest of the date:

- the total disability no longer exists. (Total disability means that because of accidental bodily injury or sickness, you: are not able to perform the essential and material duties of your regular occupation during the qualifying period for benefits and the next twenty-four (24) months, and thereafter, not able to perform the essential and material duties of any occupation for which you are reasonably fitted, or could become fitted, by education, training or experience. In addition, you must not be engaged in any occupation or employment for wage or profit, except as part of a rehabilitation program. The availability of occupations with CGS or any other Employer will not be considered when determining whether you are considered totally disabled).
- you do not provide proof of the continuance of total disability that is satisfactory to our Insurance Provider,
- you do not undergo an independent medical examination that has been requested by our Insurance Provider,
- you refuse to enter and participate in a program of rehabilitation that is considered appropriate by our Insurance Provider, and that would facilitate a return to your own occupation or another occupation.
- you are entitled to an unreduced pension from the Ontario Municipal Employees Retirement System (OMERS) pension plan defined as the Ninety (90) Factor.
- you reach age sixty-five (65), or





- on your death.

Benefit Payment

When you qualify for benefits, our Insurance Provider sends the monthly benefit payment directly to you through direct deposit in your personal bank account.

Reductions to Monthly Benefits

The monthly amount of disability benefits payable to you is reduced by any amount you receive or are entitled to receive from:

- disability benefits payable under a government program such as the Canada Pension Plan (CPP), excluding benefits payable on behalf of your dependents,
- benefits payable by the Workplace Safety and Insurance Board (WSIB),
- retirement benefits payable under OMERS,
- income or benefits payable under any group plan provided by or through CGS,
- income or benefits payable under a plan sponsored by any association group,
- income replacement benefits payable under any plan of automobile insurance, where such reduction is not prohibited by law, and
- wages or remuneration payable from any Employer, but excluding fifty (50%) percent of earnings received under an approved program of rehabilitation.

Benefits will be reduced so that they do not exceed eighty-five (85%) percent of your pre-disability basic earnings.

During a program of rehabilitation, the amount of monthly benefit will be further reduced, if necessary, so that the amount of monthly benefit - together with all amounts of income mentioned above, including one hundred (100%) percent of earnings received from the rehabilitation program - does not exceed one hundred (100%) percent of pre-disability earnings.

Rehabilitation

Once our Insurance Provider determines that you are totally disabled, if appropriate, and at our Insurance Provider's discretion, you may be offered rehabilitation to assist you in returning to gainful employment, either to your pre-disability occupation or to another occupation.

A rehabilitation program means any:

- occupation for compensation or profit,
- assessment, counseling, training or vocational program, or work-related activity,
- educational program,





- reasonable-and-customary treatment program,

approved by our Insurance Provider and your attending Physician. This may include CGS's Modified Work Program. A copy of the Modified Work Program document is available from your Supervisor for review.

You may also be eligible for continuation of an OMERS Disability Wavier during the period of rehabilitative work as deemed appropriate by OMERS.

Limits and Exclusions

Payment of benefits under the Long-Term Disability Plan will automatically cease if you are not under treatment of a Physician, or do not follow the treatment plan prescribed by the Physician.

Furthermore, our Insurance Provider will not pay Long Term Disability benefits if the disability is directly or indirectly the result of:

- a self-inflicted injury,
- riot, civil commotion, insurrection, war or hostilities of any kind,
- service in an armed force engaged in war, whether war has been declared or not,
- committing or attempting to commit a criminal offence,
- treatment associated with or received for cosmetic purposes, which is not medically necessary for the treatment of any injury or disease,
- the use of drugs or alcohol unless you are engaged in, and complete, a recognized rehabilitation program specifically for the treatment of substance abuse, begun during the qualifying period for benefits, or
- injury sustained while engaged in any occupation or employment for wage or profit, other than a rehabilitation program.

Our Insurance Provider will not pay benefits during any period you are:

- receiving vacation pay or pay for a statutory holiday,
- imprisoned, or
- not living in Canada.

Other Important Information Related to Long-Term Disability Plan Benefits

- Since CGS pays the full premium cost (except for members of ONA who pay fifteen (15%) percent of the premium cost) associated with providing this coverage, you pay income taxes on any benefits received from the Long-Term Disability Plan.
- The Long-Term Disability Plan also includes rehabilitative, educational and employment training components.





- If you would like to have periods of Long-Term Disability credited as service under your OMERS Pension Plan, you must continue to contribute to that plan. After four (4) months of disability (combined with any disability under the Weekly Indemnity Plan), you can apply to OMERS for a disability waiver of Employee contributions. The Human Resources and Organizational Development Division will initiate this on your behalf.
- CGS will maintain other Group Benefits Program coverage for the first twenty-four (24) months of entitlement for LTD benefits.
- If you have been off work for more than six (6) months of disability, vacation can be carried over into the following year, to bring you to your full entitlement. For example, if you have been off work for six (6) months - or a half (1/2) a year - and you are normally entitled to twenty (20) days of vacation, you would be entitled to carry over ten (10) days, which represents your full entitlement in the year following.
- Payments under the Long-Term Disability Plan will be interrupted before the end of the next calendar year to pay out any accrued vacation. A minimum of two (2) weeks of vacation pay (if earned) will be carried over each year by CGS to ensure compliance with the *Employment Standards Act*.
- All requirements related to illness or injury administration apply to the Long-Term Disability Plan (see "Illness and injury administration" later in this section).

Sick Leave Plan

CGS covers the full cost of providing benefits under the Sick Leave Plan for Permanent Full Time Employees who are members of the IAFF. Part Time or Temporary Employees are not eligible for the Sick Leave Plan.

If you are a member of this Employee group, you receive Sick Leave Plan coverage, but do not have WI Bank Days, or coverage under the Weekly Indemnity Plan and Long-Term Disability Plan.

Under the Sick Leave Plan you automatically accrue credited days at the rate of one-and-a-half (1-1/2) days per month of active service, or eighteen (18) days per year. Under the Plan, you begin accruing credited days from the first day of probationary active employment, and may use your credited days once your permanency is authorized.

Sick Leave Plan days are cumulative and there are no limits on how many credited days you can accrue throughout your career. On termination of employment, as long as you have at least five (5) years of continuous service as a Full Time Employee, fifty (50%) percent of the value of your remaining credited days, to a maximum of one-half (1/2) a year's salary (one hundred and thirty point five (130.5) days for an Employee on a five (5) day work schedule), will be paid out to you. Your base rate of earnings at the time of termination is used in this calculation.

When you are off work as a result of non-occupational illness or injury, you draw one (1) day from your credited days for each day of absence. One credited day is worth one (1) day's regular pay, not including overtime or premiums, and less normal deductions. You cannot go into "debt" with respect to Sick Leave - that is, you cannot use more days than you have credited to your name.

Employees are required to submit medical documentation for any absence over three (3) consecutive shifts for third (3rd) party review. The necessary forms are available from the Organizational Development, Safety, Wellness and Rehabilitation Section.





Benefits are not payable for illness or injury that occurs during vacation or on an approved leave of absence. However, if you become disabled while on vacation or during an approved leave of absence, you can apply for benefits as of the first scheduled shift back at work.

Payments under the Sick Leave Plan will be interrupted before the end of the calendar year to pay out any accrued vacation. If you have been off work for more than six (6) months of disability, vacation can be carried over into the following year to bring you to your full entitlement. A minimum of two (2) weeks' vacation pay (if earned) will be carried over each year by CGS, to ensure compliance with the *Employment Standards Act*.

All requirements related to illness or injury administration apply to the Sick Leave Plan (see the "Illness/Injury Administration" later in this Section).

Frozen Sick Leave Plan

For most Permanent Full Time Employees (except those who are members of IAFF), predecessor municipalities froze their self-insured Sick Leave Plan credits as of December 31st, 1980, to make way for the Weekly Indemnity Bank Days, Weekly Indemnity Plan, and Long-Term Disability Plan. Employees from the former Town of Rayside-Balfour were frozen under this plan July 12th, 2002, and those from the former Town of Capreol were frozen January 1st, 2003.

Employees with frozen, credited days can use their credited days as they do WI Bank Days, once their six (6) WI Bank Days have been used. These credited days can also be used:

- for personal health care, family or emergency leave,
- to "top up" benefits under the Weekly Indemnity Plan to one hundred (100%) percent of regular basic earnings, and
- to top up benefits under the Workplace Safety and Insurance Board (WSIB) to one hundred (100%) percent from the sixth (6th) day following the accident forward.

You need to provide written authorization to our Insurance Provider to release the cheque to CGS on claim approval, before CGS will use credited days under the Sick Leave Plan. When credited days are used as such, normal deductions will be made from your balance.

Illness/Injury Administration

In the context of our Income Protection Plan for non-occupational illness or injury (i.e. WI Bank Days, WI, LTD, Sick Leave and Frozen Sick Leave), CGS takes our obligations very seriously with regard to having Employees return to work and managing absenteeism. The following points of CGS Policy address illness and injury administration as it relates to the Income Protection Plan.

- Your Supervisor may require a Physician's certificate to confirm that you are seeking appropriate assistance for a return to health, when the absence:
 - is of a longer duration (CGS uses three (3) days a guideline), and/or
 - occurs consecutive to specified paid holidays, vacations, year-end or regular days off, if you have been missing a lot of time due to illness or injury relative to other Employees in your work group.





- for WI Bank Days or Sick Leave credits to be payable, Physicians certificates must be dated the day on which it is requested, and submitted to your Immediate Supervisor on return to work.
- in more extreme cases, when CGS is concerned that you are not getting better and are missing a larger amount of time from work, CGS may request that you submit to a medical examination or series of examinations. When specific information relative to your ability to return to work is requested, CGS will contract for these examinations, at our time and expense. Your Physician may, at that time, be required to provide an independent examiner with full medical reports.
- An Employee who has been:
 - absent from work for two (2) or more years and has a poor prognosis for recovery in the foreseeable future, or
 - over a period of time, unable to maintain an acceptable level of attendance at work, and has provided no information indicating improved attendance is expected in the future

will be deemed terminated from his/her position with CGS and provided with benefits or payments as prescribed by the Collective Bargaining Agreement and the *Employment Standards Act*.

Employee Health Care

From time to time, you may need to see a health professional - for example, a Physician, Dentist, Chiropractor, Nurse Practitioner, Optometrist or Physiotherapist - for diagnosis or treatment. If possible, you should schedule these appointments outside of working hours. If this is not possible, you can use between one (1) and four (4) hours of WI Bank Days or Sick Leave credits per health care appointment. Simply advise your Immediate Supervisor of the time required, far enough in advance so that he/she can properly plan for your absence.

If you need time away from work for health care outside of CGS's geographic boundaries, you should also request this time from your Immediate Supervisor. This time may be:

- eligible for coverage with WI Bank Days or Sick Leave credits,
- taken as annual vacation, or
- applied for and granted as unpaid leave of absence.

Travel time to treatment will not be paid from an Employee's WI Bank Days.

Pregnancy/Parental and Adoption Leave

The Employer sees the time when Employees bring new family members into their home as a very happy time for everyone. We also recognize that it is a time of transition for Employees and their families, a transition that is not without stress.

To try and assist our Employees during the transition, a guideline which outlines how the *Employment Standards Act* and the *Employment Insurance Act* work together to provide Employees with time off, and earnings during Pregnancy/Parental and Adoption Leave is located later in this document. There is also a comprehensive document providing more details available in the Human Resources section of CITYLinks under Compensation, Benefits and Rehabilitation Section or at: <https://citylinks.greatersudbury.ca/departments/corporate->





[services/human-resources/compensation-benefits-and-rehab-info/pregnancyparental-leave-information/](#).

Seniority, service, vacation credits and sick leave credits (if applicable) all accrue to Employees who are off on this leave. Employer sponsored services (i.e. EAP and Tuition Reimbursement eligibility) also continue. All Group Insurance coverage shall be maintained during an Employee's absence under this leave provided the Employee's portion of premiums (if applicable) are prepaid.

If a pregnant Employee becomes ill or has complications outside of the seventeen (17) week approved pregnancy leave of absence period, her lost time may be eligible for coverage by WI insurance or sick leave credits (as applicable).

Sick Leave and Family Responsibility Leave

For those Employees who are not eligible for CGS' WI/Sick Leave plan (e.g. full-time short-term temporary Employees, casual or seasonal part time Employees), they are entitled up to three (3) unpaid sick days per calendar year in accordance with the *Employment Standards Act*. This leave is for Employee's own personal illness, injury or medical emergency.

Family Responsibility Leave is also for those Employees who are not eligible for CGS' WI/Sick Leave plan in accordance with the *Employment Standards Act*. They are entitled up to three (3) unpaid days each calendar for illness, injury or medical emergency of a listed family member, or for an urgent matter that affects a listed family member.

Employment Standards Act Leaves of Absence

While we recognize the importance of our Employee's responsibility at home, we also feel there should be some limit to the Employer's obligation to pay Employees to care for family members.

The *Employment Standards Act* provides additional job protected leaves to Employees as follows:

Family Caregiver Leave is time off work to provide care or support to specified family members who have a serious medical condition. Family caregiver leave can be up to eight (8) weeks per calendar year with respect to each specified family member.

Family Medical Leave is time off work to provide care or support to certain specified individuals who have a serious medical condition with a significant risk of dying within twenty-six (26) weeks. You may take family medical leave for up to twenty-eight (28) weeks in a fifty-two (52) week period with respect to each specified individual.

Critical Illness Leave is time off work to provide care or support to a critically ill minor child (a child who is under 18 years of age) who is a family member or adult who is a family member. "Critically ill" means that a person's baseline state of health has significantly changed and their life is at risk as a result of an illness or injury. The Employee can take a leave of up to thirty-seven (37) weeks in a fifty-two (52) week period to provide care or support to a critically ill minor child and a leave of up to seventeen (17) weeks in a fifty-two (52) week period for an Employee to provide care or support to a critically ill adult.

Child Death Leave provides up to one hundred and four (104) weeks with respect to the death of a child.

Crime-Related Child Disappearance Leave is available to Employees whose child disappears and it is probable, considering the circumstances, that it resulted from a crime. An Employee may take a leave of up to one hundred





and four (104) weeks for the disappearance of a child.

Domestic or Sexual Violence Leave provides up to ten (10) days and fifteen (15) weeks in a calendar year of time off to be taken for specific purposes when an Employee or an Employee's child has experienced or been threatened with domestic or sexual violence.

Military Reservist Leave is a job-protected leave for military reservists serving on domestic operations (such as search and rescue or national disasters) or international deployments.

Organ Donor Leave is a job-protected leave under the *Employment Standards Act* of up to thirteen (13) weeks for the purpose of undergoing surgery to donate all or part of certain organs to a person. In some cases, Organ Donor Leave can be extended for up to an additional thirteen (13) weeks.

Additional information regarding these leaves is available at www.servicecanada.ca or www.labour.gov.on.ca or by calling the Employment Standards Information Centre at 1-800-531-5551.

Bereavement Leave

Permanent and Probationary Employees who are actively at work or on vacation (but not those off work due to illness/injury), will be granted a minimum leave of absence with regular pay for Bereavement Leave as follows:

- a) Up to five (5) consecutive working days in the event of the death of a spouse/bona fide common-law spouse or child/stepchild;
- b) Up to three (3) consecutive working days in the event of a death in the immediate family (parent/step-parent, sibling/step-sibling, mother-in-law, father-in-law, maternal and paternal grandparents, grandchildren, and any relative permanently residing with the Employee or with whom the Employee resides).
- c) Up to two (2) consecutive working days for son-in-law, daughter-in-law, brother-in-law, sister-in-law, with a third (3rd) day (if required) being drawn from the Employees sick leave credits (if applicable).
- d) In addition to a) through c), CUPE 4705 Greater Sudbury Housing Operations Employees also have up to three (3) consecutive working days in the event of the death of an aunt or uncle. They also have one (1) consecutive working day in the event of the death of the aunt and uncle of the Employee's spouse, niece and nephew of the Employee, or niece and nephew of the Employees' spouse.
- d) WI days may be used to extend bereavement leave for those listed above as well as any other relative covered by the *Employment Standards Act – Personal Emergency Leave*.

The leave must be taken immediately prior to, during, or following the funeral, with the Employee having the option to defer one (1) day to the date of interment. Additional leave of two (2) days may be granted if the Employee must travel more than two (200) hundred kilometres to attend at the Service and such leave may be paid for Immediate Family dependent on the applicable Collective Bargaining Agreement. This leave must be requested in writing by the Employee, prior to departure. Employees may use vacation days for this purpose if desired. Vacation credits shall not be deducted for Bereavement Leave occurring during vacation. While on Short-Term or Long-Term Disability (STD or LTD), should you experience a loss of a family member as listed above, you must notify the Employer and your STD or LTD Benefits will be stopped in order to place you on bereavement leave. Once your leave is over, you will be returned to your STD or LTD benefit. Employees are encouraged to discuss





their needs with their Supervisor at the time of requesting leave.

Employees are required to file a copy of our Bereavement Leave Form with their Supervisor, as soon as is practicable, to access this leave. The form can be found in the J drive under S_Forms/Human Resources/Forms. Completed forms will be sent to the Human Resources and Organizational Development Division for inclusion in the Employees' personnel file.

Employees who are not Permanent or Probationary are entitled to unpaid Bereavement Leave for the same length of time as outlined above.

Personal Leaves of Absence, Educational Leaves of Absence, and Flexible Work Arrangements

CGS is willing to consider Personal Unpaid Leaves of Absence, Educational Unpaid Leaves of Absence, Reduced Work Weeks, altered hours of work and Job Sharing arrangements only when our customer service and operational needs are not adversely affected, or can be reasonably accommodated. Normally, Employees will be required to exhaust their accrued vacation credits, before a Personal Leave of Absence will be allowed. The approval of a specific leave or altered work arrangement lies solely with the Employer.

The Supervisor or Designate must approve all unpaid leaves in advance of the leave. Any Unpaid Absence over one (1) week must be approved by the Director in jurisdiction. Any Unpaid Absence request longer than four (4) weeks in duration and up to twelve (12) months must be approved by the ELT Member in jurisdiction. Unpaid leaves over one (1) year will not be approved in advance, however, Employees can apply for an additional leave as the first is set to expire. Leaves of one (1) calendar day or more are not deemed to have been worked for purposes of OMERS pensionable service, but can be purchased by the Employee to provide unbroken pensionable service. Vacation accrual and all other benefits and services outlined in this Handbook will cease to accrue after ten (10) working days of leave. Life and AD&D insurance (to a maximum of six (6) months), Health and Dental group insurance coverages will only be maintained when the Employee pre-pays the premiums. WI bank days, WI, LTD, and Sick Leave (as applicable) coverages cease on the commencement of leave. The onus is on the Employee to restart these coverages on their return to work. Forms for unpaid leaves can be found in the J drive under J:\S_Forms\Human Resources\Forms.

For those Employees returning from an Unpaid Leave of Absence (except Pregnancy/Parental Leave) and are eligible for an increment on their pay grid (as applicable), the following rule applies: If the Employee worked at least eight (8) months since his/her last Performance Review, he/she may receive an increment on their Annual Review Date, when recommended by the Supervisor. If the Employee has not worked at least eight (8) months since his/her last Performance Review, the Employee will have to work a total of twelve (12) months (combining the number of months worked prior to the absence together with the number of months worked following his/her return to work) before receiving an increment and the increment is not retroactive.

Should any Employee want to pursue a flexible work arrangement, he/she should discuss the issue with his/her Supervisor.

Voting in Municipal, Provincial, or Federal Elections

Although advance polls are made available, on the day of an Election, if an Employee's hours of work will prevent him/her from having three (3) consecutive hours to attend a Federal, Provincial or Municipal Election, either before or after his/her shift in order to exercise the right to vote, then CGS will allow the Employee sufficient paid leave on the day of the election to ensure that the above time period is met.





Jury and Witness Duty Leave

From time to time, CGS Employees may be called upon as individual citizens to serve on juries, or act as witnesses in criminal or civil court. CGS Employees, including statutory officers are not exempt from serving on juries, and as this function is important in a just and democratic society, CGS supports Employees subpoenaed to act as jurors or witnesses in criminal or civil court or at a coroners inquest, by paying Employees the greater of their jury or witness duty fee, or their full salary for the period required, whichever is greater. Where Employees receive full salary, CGS requires that Employees remit to the Employer, the amount of jury and/or witness duty fee. Employees may retain any travel expenses received. Jury and Witness Duty Leave are not payable in the event that Employees are a party filing a claim or defending a claim in a civil case.

Inclement Weather Policy

As citizens of Northern Ontario, we know to expect adverse weather conditions from time to time, particularly in the winter. In the past, issues have arisen when storms either prevented Employees from reporting to work on time, or resulted in the early closure of a CGS facility, and Employees then sent home early. While some Employees have felt it unfair that they should lose earnings as a result of events outside of their control (i.e. the storm), the Employer does not think it fair that CGS should bear the cost of paying Employees for time not worked.

To strike a balance in these rare instances, the following is CGS Policy:

- a) Employees who do not allow sufficient time to report for work for whatever reason, will only be paid for hours worked.
- b) Where weather conditions dictate that CGS facilities will be closing early, and Employees are sent home early, the Employer shall pay Employees for the balance of their regularly scheduled shifts (although not required to do so). At the Tom Davies Square Complex, the decision to close will be made by the CAO, and for outlying reporting locations, by the ELT member in jurisdiction. This decision will be communicated forthwith, using best efforts to reach all Employees at the same time. Should an Employee make a personal decision to leave work early because of weather conditions, permission will not be unreasonably withheld, but the Employee will not be paid for the balance of his/her shift.





**GUIDELINES ON THE BENEFITS AVAILABLE UNDER
THE *EMPLOYMENT INSURANCE ACT* AND
THE *EMPLOYMENT STANDARDS ACT*
FOR PREGNANCY AND PARENTAL LEAVE, AND SICK LEAVE**

Pregnancy Leave

Under The *Employment Standards Act* - Time Off Work

A pregnant woman is entitled to seventeen (17) weeks of unpaid leave from work (referred to as Pregnancy Leave) provided she has been in the employ of the Employer for at least thirteen (13) weeks prior to the baby's expected date of birth, and eligibility depends on the due date, not the date the baby is actually born.

A Pregnancy Leave may commence as early as seventeen (17) weeks prior to the baby's due date or the Employee may elect to work up until her due date, but no later. If the baby is born earlier than expected, her Pregnancy Leave starts on the day the child is born or the day that the baby comes into her care and control, and ends seventeen (17) weeks later.

To qualify for Pregnancy Leave, the Employee is required to give the Employer at least two (2) weeks' "written notice" of such leave, though CGS requests four (4) months notice. We recognize that there may be extenuating circumstances preventing an Employee from meeting this requirement, such as a premature birth. An Application Form for this purpose is available from the Human Resources and Organizational Development Division (in person or under the Human Resources section of CITYLinks at:

<https://citylinks.greatersudbury.ca/departments/corporate-services/human-resources/compensation-benefits-and-rehab-info/pregnancyparental-leave-information/>.

Under The *Employment Insurance (EI) Act* - Payment of EI Maternity Benefits

EI Maternity Benefits are payable to the birth mother for up to fifteen (15) weeks following a mandatory two (2) week waiting period provided the Employee has met the contributory requirements under the EI legislation.

**CGS "Top-Up" Allowance to Employment
Insurance (EI) Maternity Benefits - Pregnancy Leave**

For Full Time Permanent, Regular Part Time, and Long Term Temporary (with two (2) or more years of continuous service) Employees on an approved Pregnancy Leave, CGS will contribute the difference between the EI Weekly Maternity Benefit Rate and seventy-five (75%) percent of the Employee's Regular earnings at the commencement of the Leave. The Allowance is to continue only when the Employee is in receipt of EI Maternity Benefits and will be limited to the maximum fifteen (15) week EI payment period. In addition, CGS will provide one (1) week pay at seventy-five (75%) percent of base wages for the current one (1) week waiting period for Employment Insurance (E.I.) Benefits if served. In order to receive this top-up allowance the Employee must provide their first EI statement, showing the gross payment received and benefit period, to the Human Resources and Organizational Development Division.

Parental Leave

Under The *Employment Standards Act* - Time Off Work

Each working parent is entitled to sixty-one (61) or sixty-three (63) weeks of unpaid leave from work (referred to as Parental Leave) to care for newborn and newly adopted children, provided the Employee has been in the employ of the Employer for at least thirteen (13) weeks prior to the date the Parental Leave is expected to start.





Where the one (1) week waiting period has not already been served by another parent the total parental leave entitlement is sixty-one (61) or sixty-three (63) weeks with the first week being the waiting period.

To qualify for Parental Leave, the Employee is required to give the Employer at least two (2) weeks of "written notice" of such leave. The birth mother may choose to inform the Employer of her Parental Leave at the same time as she gives "written notice" of her Pregnancy Leave; or, she may choose to give "written notice" of her Parental Leave no later than two (2) weeks before the end of her Pregnancy Leave. An Application Form for this purpose is available from the Human Resources and Organizational Development Division (in person or under the Human Resources Section of CITYLinks at: <https://citylinks.greatersudbury.ca/departments/corporate-services/human-resources/compensation-benefits-and-rehab-info/pregnancyparental-leave-information/>).

A birth mother's Parental Leave commences immediately following her Pregnancy Leave unless the child does not come into her care and control. Under this circumstance, her Parental Leave can start after the child comes into her care but no later than fifty-two (52) weeks after the birth or the date the baby first came into her care and control.

All other parents' Parental Leave must commence no later than fifty-two (52) weeks after the baby is born or the child first comes into their custody, care or control; and Parental Leave must be taken all at one time.

Under The *Employment Insurance (EI) Act* - Payment of EI Parental Benefits

Parents are entitled to sixty-one (61) or sixty-three (63) weeks of paid EI Parental Benefits and these sixty-one (61) or sixty-three (63) weeks may be paid to either parent or may be shared between the parents provided EI contributory requirements have been met.

To receive the maximum of sixty-one (61) or sixty-three (63) weeks of paid EI Parental Benefits, the Benefit must be started "within a fifty-two (52) week window" following the baby's birth or the date the baby first comes into the parents care, custody and control.

CGS "Top-Up" Allowance to Employment Insurance (EI) – Parental Benefits All Parents (except Birth Mothers who Received Pregnancy Leave Benefits)

For Permanent Full Time, and Regular Part Time, and Long Term Temporary (with two (2) or more years of service) Employees on an approved Parental Leave, CGS will contribute the difference between the EI Weekly Parental Benefit Rate and seventy-five (75%) percent of the Employee's Regular earnings at the commencement of the Leave. The Allowance is to continue only when the Employee is in receipt of EI Parental Benefits and will be limited to a maximum of fifteen (15) weeks. In addition, CGS will provide one (1) week pay at seventy-five (75%) percent of base wages for the one (1) week waiting period for Employment Insurance (E.I.) Benefits if served. In order to receive this top-up allowance the Employee must provide their first EI statement, showing the gross payment received and benefit period, to the Human Resources and Organizational Development Division.

Sickness Benefits

Under The *Employment Insurance (EI) Act* - Payment of Sickness Benefits

EI Sickness Benefits are payable for up to fifteen (15) weeks following a mandatory one (1) week waiting period, provided the Employee has met the EI contributory requirements. In most cases, our Full Time Permanent Employees are covered by CGS's Sick Leave Credits Plan under the Sick Leave By-Law or the Weekly Indemnity Plan which would reduce the EI claim to zero. However, in the event that an Employee is off work due to illness/injury and has no entitlement to paid time, they can apply for Employment Insurance Sickness Benefits.





When notified of commencement of an Unpaid Leave of Absence the Payroll Section of the Finance Department will issue a Record of Employment (ROE) which is sent electronically to Human Resources Development Canada (HRDC). Employees should submit their application for EI benefits after their last day of work but no earlier. HRDC will match the Employees application form with their ROE submitted electronically by CGS. Applications can be completed and submitted either in person at the nearest Service Canada office or online at: <http://www.servicecanada.gc.ca/eng/sc/ei/index.shtml>.

For more information regarding completing and submitting an application for EI benefits, EI benefit entitlement amounts, earning income while collecting EI Special Benefits or when one can expect to receive payment of benefits visit the local Service Canada office, call 1-800-206-7218 or visit <http://www.servicecanada.gc.ca/eng/sc/ei/index.shtml>.





SECTION F - OTHER EMPLOYER SPONSORED SERVICES

Legislated Insurances

In addition to the wages paid out by CGS, the Employer also pays contributions towards legislated insurances. While these contributions are a legislated requirement, they are nevertheless, paid for by CGS, and provide an important "safety net" for Employees in the event of illness/disability, termination or retirement. Below we outline some of the details of these legislated insurances:

Employment Insurance (EI) Contributions

Employment Insurance was legislated in Canada to provide Employees with continuity of income in the event of sickness, layoff, Pregnancy/Parental Leave, or termination. CGS contributes premiums for every dollar of wages earned by an Employee. The benefit levels, maximum, and duration of benefits are determined by Human Resources Development Canada and are subject to change.

Employer Health Tax

With elimination of OHIP payments in 1990, CGS became solely responsible for the payment of Ontario Health Care premiums for its Employees. Under the current legislated arrangement, we pay one point nine-five (1.95%) percent of gross annual payroll to the Ontario Ministry of Health. In Ontario, a ward rate in a hospital, and most medical procedures are covered through this Employer Health Tax. Our Group Insurance coverage enhances the basic coverage already financed by CGS for its Employees.

Details on the Canada Pension Plan, and other retirement services, can be found in the Retirement Section of this Handbook with more detailed information available at www.servicecanada.ca. The above discussion only touches on the provision of each of these legislated benefits. For more detail, you can contact the Human Resources and Organizational Development Division or the appropriate government agency.

Staff Training

CGS believes that investing in staff training will not only enhance the return on our investment in salaries through increased Employee productivity, but can also improve the quality of working life for our Employees as well. Further, like most organizations, while we cannot guarantee lifetime employment, we do believe that through the work experience and training Employees receive at CGS, they will be more employable/marketable than when they were first employed. We see this as a chief (but often overlooked) service to Employees.

To act on these beliefs, the following training systems are in place:

Employer Initiated Training

CGS channels its training efforts into five (5) distinct "silos": Job Specific Training, Information Technology (IT) Training, Management Skills Training, Health and Safety Training, and Employee Initiated Training. The last two (2) silos are discussed in other Sections of this Handbook. Job Specific Training is the responsibility of each Department. IT training is co-ordinated by the Chief Information Officer, and Management Skills Training by the Director of Human Resources and Organizational Development.

To ensure our operations are not compromised, all training requests must first be approved by your Supervisor. In addition to hiring consultants to provide training to our staff, we frequently fund "in-house training", where more





skilled/experienced staff will pass on knowledge to other Employees across CGS. As monies are allocated to staff training based on need, an Employee should alert their Supervisor should they have a specific need, or see a specific training opportunity, in their work area. Employees can reference the Attendance at Job-Related Training, Seminars and Conferences Policy which is available from their Supervisor to review.

Where Employees are directed to take external training by the Employer, course costs (i.e. tuition, books and lab fees) are reimbursed at one hundred (100%) percent, and the reimbursement will not form a taxable benefit to the Employee.

Employee Initiated Training (Tuition Reimbursement Program)

In addition to the above Supervisor initiated training, CGS is prepared to fund Employee initiated continuing education, either through our colleges/universities, or through seminars. The purpose of the Policy is to encourage Employees to further their educational standing relative to their field of employment and areas of future potential that would be of benefit to the broader CGS Organization.

Tuition Reimbursement shall apply to instruction charges for each course, as well as Registration Fees, Laboratory Fees, Administrative Fees, Exam Fees, Cost of Books, Course Materials, or other fees directly related to each course as indicated in official announcements or bulletins and actually paid by the Employee. The level of reimbursement is seventy-five (75%) percent of eligible costs to an annual maximum of \$1,500.00. Employees are required to apply and receive approval for their desired course in advance, if they intend to seek reimbursement of their costs. Any reimbursement for courses will be contingent upon the Employee completing his/her course and attaining a minimum passing grade. Control of the Program rests with the ELT member in jurisdiction (or his/her designate) when the funding relates directly to the field of employment where the Employee is currently working. The authorization of the Director of Human Resources and Organizational Development is required when the request for reimbursement relates to the broader CGS organization. In those cases, the Director of Human Resources and Organizational Development will work with the ELT member in jurisdiction to validate that the Employee has potential to work in other areas at CGS and has a development plan in place which supports the funding.

Each ELT member/designate authorizes payment under this Policy through the Payroll Section of the Finance Department. These forms can be found in the J drive under [S Forms/payroll](#).

Professional Association, Certificates and Licence Renewal Fees

A number of CGS Employees are members of various associations, or maintain licences or certificates which have some relationship with their work. Some Employees are required to maintain this "standing" with an external organization in order to be able to perform their work at CGS, as outlined in the job description for the position. Others maintain that "standing" for reasons of personal or professional development, while for a third group, CGS receives a tangible benefit from their relationship with the external organization, through the receipt of timely information from the organization.

The following is CGS's Policy on this issue. CGS will pay Association Dues, Certificates, Licence Renewal Fees, etc., where the Employee is required to maintain this "standing" in order to remain in the position, and it is specific to the position (e.g. not a drivers licence). This requirement is often a legal one, and will be outlined in the job description for the position. Employees are reimbursed for costs incurred through payroll. Where the Employee elects to maintain that standing in order to enhance their performance of their duties, or for personal or professional interest, payment of the fees will be the responsibility of the Employee. Where the ELT member in jurisdiction has approved CGS's participation in an Association, as bringing tangible benefits to CGS in the form of timely information and networking access, a maximum of two (2) corporate memberships to the Association will be





maintained by the Department, nominally under an Employees name as designated by the ELT member. Funding of the above and approval of these expenses will be the responsibility of each ELT member/designate. In the case of these corporate memberships, payment will be made through Accounts Payable Section of the Finance Department to ensure the memberships will not attract tax to the Employee.

Legal Expense Reimbursement - Indemnification of Employees

From time-to-time, civil actions can be brought against CGS Employees through actions or omissions on their part when working as Employees of CGS. To protect its Employees in this regard, CGS has purchased liability insurance to cover legal fees incurred in respect to a claim against an Employee. Certain exceptions and limitations apply to this insurance. In addition, an existing by-law covers one hundred (100%) percent of an Employee's legal costs, and awards against an Employee regardless of amount. The insurance policy and by-law do not cover Employees automatically. As a number of conditions apply, Employees should refer to the by-law, and insurance schedule of coverage, for specifics on this matter. Both are available from your Supervisor for review.

Employee Assistance Program (EAP) and Crisis Intervention Services

CGS recognizes that part of being human means that we will all go through periods of high stress at various times in our lives. Sources of stress can come from any number of sources including: bereavement, financial hardship, drug and alcohol abuse, marital and parental difficulties, etc.

The Employer takes the position that CGS should be concerned with these stresses for two (2) reasons:

- a) Personal stress will invariably impact on an Employee's work performance to some degree. We would be doing both parties a disservice by ignoring the problem, or only dealing with the "symptom" of the problem (i.e. failing work performance), rather than the "cause" (i.e. the underlying personal problem);
- b) The Management of CGS sincerely cares for the well-being of our Employees.

To put our beliefs into practice, an Employee Assistance Policy is in effect, which is available from your Supervisor for review. It provides for professional EAP services as provided for by a company specializing in these services. At the time of writing our service provider is GuidanceResources®. GuidanceResources® provides a twenty-four (24) hour, three hundred and sixty-five (365) day per year help line. Counseling is available in French or English. GuidanceResources® number is 1-855-850-7998. You may also visit their website at: <https://www.guidanceresources.com>. The username for this website is CGSEAP and when accessing the website for the first time you will be required to create a username and password. Following the initial phone call, a confidential meeting will usually be set up between the Employee and a local professional with expertise in the problem area. A number of safeguards have been put in place to ensure that CGS will never know who accesses the services or for what reason.

Counseling assistance is also available through our Extended Health Coverage Insurance coverage, to pre-specified caps. See the next Section for details.

CGS remains committed to assisting our Employees. If you want to talk about how we can help, please contact your Supervisor, Union Steward (if applicable) or the Human Resources and Organizational Development Division.

Since the inception of CGS there have been several work related events which caused added stress to an Employee group. As part of the Employers overall commitment to the safety and wellness of its Employees, CGS





partners with local providers such as the Greater Sudbury Police Services Crisis Intervention Section, and provides group de-briefing sessions immediately following the crisis. Supervisors are encouraged to access Crisis Intervention services by contacting the Organizational Development, Safety, Wellness and Rehabilitation Section or Compensation and Benefits Section.

Relocation Assistance

On occasion, CGS will interview and hire staff who reside outside our geographic boundaries. A Relocation Policy has been developed to guide Hiring Managers in this regard, and is available from your Supervisor for review. It states that customary expenses incurred in connection with the interview process will be reimbursed by CGS through payroll (for tax purposes). Further, while it is not reasonable for the Employer to fund the entire cost of relocation, CGS will normally assist new Employees by reimbursing customary expenses up to a specified cap, as detailed in the Employee's offer of employment.

Fitness Memberships and Wellness Initiatives

CGS recognizes that a healthy lifestyle will promote both Wellness in our Employees, as well as improve productivity at work. We do not, however, see it as appropriate for a publicly funded organization like CGS to subsidize or promote memberships in some private fitness organizations to the detriment of others. CGS does support Employees participation in fitness organizations by allowing flexible work arrangements for Employees' participation, provided our operations and customer service are not compromised as a result. CGS also provides Permanent Full Time, Long Term Temporary, Regular Part Time Employees, Volunteer Fire Fighters and Councillors with Wellness Cards to enjoy public swimming, skating and fitness facilities, free of charge.

Other Wellness Initiatives which were not directly connected with our businesses, but are seen as supporting good health amongst Employees will only be supported on an exception basis, as our resources must be allocated to activities which more closely support the purpose of the Organization.

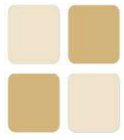
Termination Assistance

Although business conditions could change, at the time of writing CGS believes that if we are proactive in managing our businesses, our employment levels can be reduced (if necessary) through attrition, reassignment, and other means which will have a minimal impact on Employees.

In the event that a change in conditions necessitates the need for a true reduction in employment levels, CGS makes the following commitments to all Full Time Permanent Employees, in terms of services to be offered, either in-house, or as contracted with a third (3rd) party:

- a) CGS will expedite the processing of the Employee's application for Employment Insurance Benefits with Human Resources Development Canada;
- b) CGS will actively seek out employment opportunities for the Employee, within the Association of Municipalities of Ontario, and through our own communities' Human Resources Associations and Employer Groups;
- c) Employees who are deemed terminated without cause and have completed 5 years of continuous service, will receive a minimum severance pay from CGS equal to one (1) weeks pay for each year of continuous service with CGS up to a maximum of twenty-six (26) weeks. This severance pay shall be deemed to include any severance required under the law. With respect to incomplete years, the severance pay shall be prorated;





- d) CGS will continue the maintenance of Extended Health and Dental coverages for a period of four (4) months following termination. CGS will pay the entire cost of these group insurance premiums during the four (4) month period. Should an Employee become re-employed during this four (4) month period, these benefits would cease, effective their date of re-employment;
- e) CGS will provide career counseling to any Employee requesting the service, and aptitude testing where appropriate;
- f) CGS will expedite the processing of retraining monies available from various levels of government, and will subsidize the retraining of Employees where practicable;
- g) CGS will provide full secretarial services (e.g. resume typing and editing, telephone answering services, etc.) for the Employee for a period of six (6) months following termination;
- h) Where the Employee elects to take early retirement, CGS will expedite the processing of their application for their OMERS Pension, Canada Pension Plan benefits, and provide pre-retirement counseling as appropriate to their needs;

Where the costs associated with the above services is high and resources are scarce, funds will be allocated to Employees on the basis of length of continuous service.

Staff Relations

On a regular basis as approved by the CAO, CGS hosts social functions (e.g. Summer Barbecues, Family Fun Days, Recognition Gala Reception). CGS subsidizes/sponsors these social functions by way of saying "thank you" to Employees, for their valued service to our communities.

Community Participation

As a community oriented Employer, CGS regularly assists various agencies by providing "in kind" donations, (e.g. administrative support, materials) or by way of formal grants. Any such grant must be made by Council directly.

Any Employee who is involved in a community group and is interested in seeking corporate sponsorship should first discuss their idea with their Supervisor, then forward their request in writing to the ELT member in jurisdiction. All CGS sponsorships will be approved by the appropriate ELT member.





SECTION G - BENEFITS - HEALTH, DENTAL, LIFE, AND AD&D GROUP INSURANCE

CGS offers comprehensive group benefits coverage - health, dental, disability, life and accident insurance. Your Collective Bargaining Agreement or Employment Contract specifies:

- whether or not you are eligible for these benefits,
- your share of the premiums paid for the coverage, and
- any relevant fee guides that apply to the reimbursement of eligible expenses.

A summary of your group benefits can be reviewed in your Benefits at Glance (BAAG) on CityLinks: <https://citylinks.greatersudbury.ca/departments/corporate-services/human-resources/compensation-benefits-and-rehab-info/>

Health and Dental Insurance

CGS does not self-insure the Health and Dental insurance. It simply pays premiums to our Insurance Provider to provide benefits. Any dispute with regard to eligibility or the provision of benefits is between you and our Insurance Provider. CGS will, of course, assist you, but will not attempt to obtain benefits on your behalf.

You can access our Insurance Provider's website and sign up for your personalized access directly. You will be required to provide the Group number and identification number indicated on your Benefits Card. The website is <https://www.greatwestlife.com/you-and-your-family.html>.

Extended Health Care Plan Eligibility

For Permanent Full Time Employees and their eligible dependents, the Extended Health Care Plan reimburses eligible expenses at one hundred (100%) percent, when required as a result of sickness or accidental bodily injury. Payment is subject to the deductibles, maximums and limits specified in your Benefits Plan (<https://citylinks.greatersudbury.ca/departments/corporate-services/human-resources/compensation-benefits-and-rehab-info/>). However, there is no overall lifetime maximum under this plan.

CGS pays one hundred (100%) percent of the premium (except for ONA members who pay a percentage per their CBA) associated with providing this coverage, which is available to you on the first of the month coincident with or following the Employee's hire as a Full Time Permanent Employee. If you are a Schedule "B" Long-Term Temporary Employee, you become eligible on the first of the month coincident with or following your hire as a Schedule "B" Employee. Non Union Long-Term temporary Employees will become eligible on the first of the month following hire into a contract exceeding twelve (12) months.

Dental Care Plan Eligibility

For Permanent Full Time Employees and their eligible dependents, the Dental Care Plan reimburses eligible expenses specified in your Benefits Plan (see Benefits at a Glance): <https://citylinks.greatersudbury.ca/departments/corporate-services/human-resources/compensation-benefits-and-rehab-info/>), according to the current Suggested Fee Guide for General Practitioners of the Ontario Dental Association. Payment is subject to the maximums and limits specified in your Benefits Plan. However, there is no overall lifetime maximum under this plan.





CGS pays one hundred (100%) percent of the premium associated with providing this coverage, which is available to you on the first of the month coincident with or following your hire as a Full Time Permanent Employee. If you are a Schedule 'B' Contract Employee, you become eligible on the first of the month coincident with or following your hire as a Schedule 'B' Employee.

Eligible Expenses

Benefits at a Glance (BAAG) documents summarize the group benefits available with each Benefit Plan. Visit CityLinks at:

<https://citylinks.greatersudbury.ca/departments/corporate-services/human-resources/compensation-benefits-and-rehab-info/>

You may also request a copy from the Human Resources and Organizational Development Division, if required. A complete list of the specific procedures (and applicable limitations) can be found in the applicable Benefits Booklet which is available through your personal access to Canada Life's GroupNet. This information is also available within the Master Contract held by the Human Resources and Organizational Development Division.

The services of professional health care practitioners are only payable after any maximum under OHIP has been paid out. These services must also be provided out of hospital by licenced, certified or registered practitioners.

Expenses must be within the usual range of prices generally charged for the services or supplies in the area where the expenses are incurred. They must also represent reasonable treatment of a disease or injury. To be considered reasonable, the treatment must be accepted by the Canadian medical profession and proven to be effective.

Reasonable and Customary Definition

As determined by our Insurance Provider, reasonable-and-customary charges are those charges that are usually made in the absence of the Extended Health Care or Dental Care Plans, or any similar coverage, for a specific type of care, service or supply, based on representative fees and prices in the geographic area in which the charges were incurred.

Pre-Existing Conditions

No medical examination is required in order to be eligible for coverage. Pre-existing conditions are covered from the moment your coverage takes effect, except for dental care as a result of an accident.

Positive Enrolment and Eligible Dependents

An Employee can elect single or family coverage for both the Extended Health Care Plan and Dental Care Plan. CGS requires that eligible Employees name the dependents for whom they will be making claims at the time of enrolment. CGS's carrier refers to this process as "positive enrolment".

Under the Extended Health Care Plan and Dental Care Plan, you can claim expenses for your dependents if they are considered eligible under the program and you have family coverage. Your eligible dependents are your:

- legal or common-law spouse
- unmarried, unemployed children under the age of twenty-one (21), including newborns.
- unmarried, unemployed dependent children to any who are incapable of self-sustaining support or





employment by reason of mental or physical disability, and

- unmarried, unemployed dependent children over age twenty-one (21) but under age twenty-five (25) in full time attendance at a school, college or university. For overage dependents, the Employee and the educational institution are required to acknowledge the dependent's participation in school each semester, using the form available from the Human Resources and Organizational Development Division and available within the Employee's own department or reporting depot and attached at:
<https://citylinks.greatersudbury.ca/departments/corporate-services/human-resources/compensation-benefits-and-rehab-info/over-age-dependent-information/>
- In the case of a common-law spouse, you must have continuously lived together for at least one (1) year in a conjugal relationship.

Certificates

Our Insurance Provider's wallet cards show your group and identification numbers to be used on claims, correspondence, and when accessing our Insurance Provider's telephone or Internet services.

Making Claims

In cases where the Group Benefits Program permits direct payment to providers, you may wish to assign benefits to the provider of the service (for example, Pharmacist or Dentist). If assignment is acceptable to our Insurance Provider, present your wallet card and the provider will bill our Insurance Provider directly. No claim forms are necessary; however, in order to assign benefits to your provider for Vision Care there is a form that must be completed.

Claims submitted directly to our Insurance Provider must include original receipts and a completed claim form including the following:

- Employee name and complete address,
- group and identification numbers,
- group name,
- claimant's date of birth, and
- dependent's name (if claim is on behalf of an eligible dependent) and relationship to the Employee.

If you have a personal GroupNet account with Canada Life, you can submit most claims electronically and reimbursement can be made through direct deposit. You can set up an account by registering at: <https://www.greatwestlife.com/you-and-your-family.html>. Drug claims must indicate the prescription number, name, strength and quantity of the drug plus the drug identification number. When the claim is processed, our Insurance Provider will send the payment in the appropriate amount to the Employee.

Paper submission Health and Dental Claims should be submitted to the address indicated on the form:	Canada Life London Benefits Payments P.O. Box 5160, Station B London, ON N6A 0C6
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Our Insurance Provider must receive written proof of claim no later than six (6) months following the year in which the claim was incurred. On termination of a person's coverage for any reason, written proof of claim must be received no later than ninety (90) days following the date of such termination.

Ontario Drug Benefit

If you or your spouse turns age sixty-five (65) while you are still an eligible, active CGS Employee (that is, not retired), the Ontario Drug Benefit (ODB) begins and becomes the first payer, for you or your spouse's prescriptions.

Under the ODB, you must pay any required annual deductible (which is based on income) and/or the dispensing fees. The annual deductible (if required) and/or dispensing fees are eligible benefits under CGS's Extended Health Care Plan if you are sixty-five (65) years of age and continue working.

Our Insurance Provider will cover eligible drugs for you and your spouse when they are not covered by the ODB. Further, you and your spouse remain entitled to all other benefits covered under the Extended Health Care Plan.

Pre-Determination of Benefits

CGS recommends that you have the Dentist complete a pre-determination form before dental work if the amount is expected to exceed \$300.00 or the Employee is uncertain as to whether the procedure is covered under the Dental Care Plan. Our Insurance Provider will return the form, outlining what will or will not be reimbursed under CGS's Dental Care Plan.

Further, there will be some drugs and medical supplies which will require advance approval for payment. For these items, you must submit a Special Authorization form which is available from the Compensation and Benefits Section staff who are available to assist you.

Co-ordination of Benefits

CGS's health and dental insurance includes a co-ordination-of-benefits provision. If you have similar benefits through any other insurer, the amount payable through this plan will be co-ordinated, so that payment from all benefit plans does not exceed one hundred (100%) of the eligible expense.

The Order of Payment is stipulated by the Canadian Life and Health Insurance Association and is dependent on several factors. Where both spouses of a family have coverage through their own Employer, the first payer of each spouse's claims is their own Employer's Plan. Any amount not paid by the first payer can then be submitted for consideration to the other spouse's Benefit Plan (the second payer).

Claims for dependent children should be submitted first to the benefit plan of the spouse who has the earlier birthday in a calendar year, and second to the other spouse's Benefit Plan. When submitting a claim to a second payer, be sure to include payment details provided by the first payer.

Separation or divorce can affect the order of benefit payment for eligible dependent children. For help with the order of payment, please contact our Insurance Provider at the number on your Benefit Card.

Termination of Benefits

Benefit coverage will continue for eligible Employees and their dependents, if applicable, until the earliest of:

- the last day of the month in which you are no longer an Employee from an eligible group, or





- the termination date of the group contract, and
- for dependents, the last day of the month in which he/she ceases to be a dependent as defined under the plan, or the date your coverage terminates.
- after thirty (30) months of disability (i.e. twenty-six (26) weeks of WI and twenty-four (24) months of LTD, or thirty (30) months of Sick Leave/receipt of WSIB benefits). If the Employee has attained fifteen (15) years of continuous service with CGS, the Employee may be eligible for coverage under the Disabled Early Retirement Benefit Plan for Extended Health Coverage (see Section - Benefits Related to Retirement for details) to age sixty-five (65), and can continue Dental coverage by pre-paying the premiums.

Conversion Privilege

When you or one of his/her dependents leaves the group, an Employee may be able to obtain coverage through our Insurance Provider special non-group "pay direct" plan. This conversion privilege is particularly valuable to persons entering retirement or changing employment, and to children who no longer qualify as dependents because of age, marriage or employment.

Applications for this special coverage must be made within sixty (60) days of leaving the group. Call our Insurance Provider directly at 1-800-957-9777 for more details and information on how to apply. There are other service providers who also offer benefits as a conversion from your active plan. The information is available to you from your Compensation and Benefits Section staff.

Out-of-Province Medical Coverage

CGS Plan offers a variation of coverage for out-of-province and out-of-country emergency medical expenses depending on the employee group and plan design. If an Employee is travelling outside of Ontario, the Employee is encouraged to review their coverage in their Benefits at a Glance (BAAG) document (<https://citylinks.greatersudbury.ca/departments/corporate-services/human-resources/compensation-benefits-and-rehab-info/>) and as needed, purchase proper medical coverage (as available from a number of local sources) to cover the period of his/her absence.

Employees with no coverage travelling out of province/country on CGS business are required to purchase Out of Province Medical Coverage and claim reimbursement of the cost as a legitimate business expense.

Group Life, Total Disability, AD&D, Optional Life Insurance, and Optional Critical Illness

CGS does not self-insure your life and accident insurance. CGS simply pays premiums to the carriers for your Group Life Insurance and Accidental Death and Dismemberment Insurance. The employee pays the full premium cost for any Optional Life Insurance and Optional Critical Illness Insurance. As a result, any dispute with regard to eligibility or the provision of benefits is between you and our Insurance Providers. CGS will, of course, assist you, but will not attempt to obtain benefits on your behalf.

Group Life Insurance

If you die from any cause while insured, this plan provides financial assistance to your beneficiaries.

If you have named more than one beneficiary and one of the beneficiaries dies before you, his /her share of the insurance will be paid to the surviving beneficiaries. If there is no designated beneficiary, this benefit is payable to your estate. Beneficiary means the person, persons or entity designated to receive the proceeds of an





insurance policy.

You may change your beneficiary (within the limits set by law) at any time by completing a form that is available from the Human Resources and Organizational Development Division.

Full Time Permanent Employees become eligible for this coverage:

- on the first (1st) of the month coinciding with or next following permanency, or
- after six (6) months of continuous active service with CGS, whichever comes first.

Your coverage under Group Life Insurance ends if you leave our employ. However, you may have the right to convert your coverage to an individual policy, as described later in this Section. If the termination is the result of a disability, after thirty (30) months of disability, provided you have fifteen (15) years of continuous service, your life insurance will reduce to the levels outlined in the Early Retirement Benefit Plan (see Section G - Services Related to Retirement, for details).

To review your Life Insurance Benefit Level, see your applicable Benefits at a Glance (BAAG) on CityLinks: <https://citylinks.greatersudbury.ca/departments/corporate-services/human-resources/compensation-benefits-and-rehab-info/>

Benefit Level

As a Permanent Full Time Employee, you are automatically insured for Life Insurance benefits.

The amount of your coverage automatically changes when your earnings do, as of the date of your change in earnings, if you are at work that day. If you are not at work that day, the change will take effect on the date you return to work.

This benefit reduces to \$10,000.00 for active Employees working beyond age sixty-five (65) to a maximum age of seventy-five (75).

Your coverage for Life Insurance benefits end if you leave our employ.

Accidental Death and Dismemberment Insurance

This Plan offers you twenty-four (24) hour protection against accidents, on or off the job, on business, on vacation or at home, regardless of your health history.

Full Time Permanent Employees become eligible for this coverage:

- on the first (1st) of the month coinciding with or next following permanency, or
- after six (6) months of continuous active service with CGS,

whichever comes first.

Your coverage under Accidental Death and Dismemberment Insurance ends if you leave our employ.

To review your Accidental Death and Dismemberment Benefit Level, see your applicable Benefits at a Glance (BAAG) on CityLinks:





<https://citylinks.greatersudbury.ca/departments/corporate-services/human-resources/compensation-benefits-and-rehab-info/>

Benefit Level

As a Permanent Full Time Employee, two (2) times the Annual Earnings, rounded to the next \$1,000 if it is not already the case, subject to a minimum Principal Sum of \$10,000 and a maximum Principal Sum of \$500,000.

"Annual Earnings" means the annual rate of salary or salary excluding all incentive pay, overtime, isolation allowance, expense accounts, bonuses, dividends, commissions or any other type of special compensation the Employee was receiving from the Policyholder immediately prior to the date of the Accident.

The amount of your coverage automatically changes when your earnings do, as of the date of your change in earnings, if you are at work that day. If you are not at work that day, the change will take effect on the date you return to work.

Coverage expires at the age of sixty-five (65).

Specific Loss Accident Indemnity

When, within three hundred and sixty-five (365) days after the date of an Accident, an Insured Person suffers an Injury from such Accident which results in a Specific Loss listed below, the Insurer will pay an indemnity as indicated below:

For Loss of	Percentage of Benefit Payable
Life	100%
The entire sight of both eyes	100%
Speech and hearing in both ears	100%
One hand and the entire sight of one eye	100%
One foot and the entire sight of one eye	100%
The entire sight of one eye	75%
Speech	75%
Hearing in both ears	75%
Hearing in one ear	40%
All toes on one foot	33.3%

Loss or Loss of Use of	Percentage of Benefit Payable
Both Arms	200%
Both hands.	200%
Both feet	200%
Both legs	200%
One hand and one foot	100%
One arm	80%
One leg	80%
One hand	75%
One foot	75%
The thumb and index finger or at least four fingers of one hand	40%





Paralysis of

Both upper and lower limbs (Quadriplegia)	200%
Both lower limbs (Paraplegia)	200%
The upper and lower limbs of one side of body (Hemiplegia)	200%

However, in the case of Quadriplegia, Paraplegia and Hemiplegia, if the Insured Person dies within ninety (90) days after the date of the Accident, the indemnity payable by the Insurer will be limited to the Principal Sum.

In no event will the Insurer pay more than two times the Principal Sum as the result of the same Accident, regardless of the combination of losses suffered.

"Specific Loss" means Loss of Life, Loss, Loss of Use, Quadriplegia, Paraplegia or Hemiplegia, all as defined below.

"Loss of Life" means the death of the Insured Person.

Loss" means:

- a) as used with reference to a hand or foot, the complete and irrecoverable severance through or above the wrist or ankle joint, but below the elbow or knee joint;
- b) as used with reference to an arm or leg, the complete and irrecoverable severance through or above the elbow or knee joint;
- c) as used with reference to a thumb, the complete and irrecoverable severance of one (1) entire phalanx of the thumb;
- d) as used with reference to a finger, the complete and irrecoverable severance of two (2) entire phalanges of the finger;
- e) as used with reference to toes, the complete and irrecoverable severance of one (1) entire phalanx of the big toe and irrecoverable severance of all phalanges of the other toes;
- f) as used with reference to an eye, the irrecoverable loss of the entire sight thereof, and determined by a Physician to be irrecoverable;
- g) as used with reference to speech, the complete and irrecoverable loss of the ability to utter intelligible sounds, and determined by a Physician to be irrecoverable;
- h) as used with reference to hearing, the complete and irrecoverable loss of hearing, and determined by a Physician to be irrecoverable.

"Loss of Use" means a total incapacity to use part of the body, which incapacity has been continuous for twelve (12) consecutive months and was determined by a Physician to be permanent at the end of such period.

"Paralysis" means the loss of ability to move all or part of the body.

"Quadriplegia" means the permanent Paralysis and functional loss of use of both upper and lower limbs of the body.

"Paraplegia" means the permanent Paralysis and functional loss of use of both lower limbs of the body.

"Hemiplegia" means the permanent Paralysis and functional loss of use of upper and lower limbs on the same side of the body.





Additional Benefits

In the event an Insured Employee suffers a Loss of Life and/or a Specific Loss resulting from an Injury and indemnity for such loss becomes payable under the section entitled "Specific Loss Accident Indemnity", the following additional benefits are available through the Accidental Death and Dismemberment Insurance benefit coverage.

For specific details on the extent of the coverage, the benefit amounts, limitations and exclusions, please contact the Compensation and Benefits Section in Human Resources.

Loss of Life

- a) Bereavement Benefit
- b) Day Care Benefit
- c) Education Benefit
- d) Funeral Expense Benefit
- e) Identification Benefit
- f) Occupational Training Benefit
- g) Repatriation Benefit

Specific Loss

- h) Aircraft Coverage
- i) Comatose Benefit
- j) Cosmetic Disfigurement Benefit
- k) Exposure and Disappearance Coverage
- l) Family Transportation Benefit
- m) Hospital Indemnity
- n) Psychological Therapy Benefit
- o) Rehabilitation Benefit
- p) Seat Belt Benefit
- q) Surgical Reattachment Benefit
- r) Workplace Modification and Accommodation Benefit

Optional Life Insurance

Depending on your personal circumstances, you may require additional life insurance to adequately provide for your beneficiaries in the event of your death. As a Full Time Permanent Employee, CGS offers you the opportunity to buy Optional Life Insurance for yourself and your spouse. You pay for the full cost of this coverage, including administrative charges, through convenient payroll deductions.

To review your Optional Life Insurance Benefit Level, see your applicable Benefits at a Glance (BAAG) on CityLinks: <https://citylinks.greatersudbury.ca/departments/corporate-services/human-resources/compensation-benefits-and-rehab-info/>

You may choose to cover yourself and/or your spouse. The cost of this insurance depends on your age, gender, and whether or not you smoke. If you wish to apply for this optional coverage, you should contact the Human Resources and Organizational Development Division.





Limits and Exclusions

If the covered person dies as a result of suicide within the first two (2) years of having Optional Life Insurance coverage, payments will be limited to a return of the premiums paid. This two (2) year exclusion also applies to any increased amounts of Optional Life Insurance.

Optional Critical Illness Insurance

Depending on your personal circumstances, you may be interested in additional coverage for medical emergencies like heart attack, stroke, or cancer. If your Benefit Plan provides coverage, you pay for the full cost of this coverage, including administrative charges, through convenient payroll deductions.

To determine if your Benefit Plan covers Optional Critical Illness Insurance, see your applicable Benefit at a Glance (BAAG) on CityLinks: <https://citylinks.greatersudbury.ca/departments/corporate-services/human-resources/compensation-benefits-and-rehab-info/>

Administration Related to Life and Accident Insurance Obtaining Coverage

When you are documented as a Full Time Permanent Employee, you must complete, sign and return your application form for life and accident insurance to the Human Resources and Organizational Development Division. To purchase Optional Life Insurance or Optional Critical Illness Insurance, contact the Compensation and Benefits Section.

As long as you apply for Basic Group Life Insurance within thirty-one (31) days of becoming eligible, no medical examination will be required. If you refuse life insurance coverage when offered and apply later, evidence of insurability may then be required to receive coverage.

If you apply for Optional Life Insurance, our Insurance Provider will send you a Statement of Health form, which must be filled in, returned, and approved by the carrier, before coverage begins.

Taxes

Under Canada Customs and Revenue Agency rules, the premiums CGS pays for Group Life Insurance are taxable. The premium amount CGS pays on your behalf is added to your second pay every month, and income tax is calculated on the total. The premium is also OMERS insurable.

Conversion Privilege

Life insurance

When your life insurance terminates because of the termination of your employment, you may be eligible to convert all or a part of your Group Life Insurance and Optional Life Insurance to an individual policy (other than term insurance) of our Insurance Provider, up to a combined maximum of \$200,000.00. You must apply for the individual policy, and pay the first monthly premium within sixty (60) days of the termination of your insurance. You will not have to provide evidence of insurability if you apply for coverage within thirty-one (31) days of your termination of employment. The premium will be at the rates for your then attained age.

If you die during the thirty-one (31) day period in which you might have exercised this conversion privilege, your beneficiary will be paid the amount of life insurance that you would have been entitled to convert.





SECTION H - SERVICES RELATED TO RETIREMENT

In this Section of the Handbook we outline the supports and services available to Employees as they prepare for retirement:

Canada Pension Plan (CPP)

The Canada Pension Plan was introduced in 1966, to provide some level of retirement income for citizens who fail to adequately plan for their own retirement. The level of pension provided by CPP is not high, and it should not be counted on as the primary source of retirement income. Under current legislated arrangements, CGS and the Employee both contribute a percentage of pensionable earnings into the plan. Employees are guaranteed a pension after having contributed to the plan for at least one (1) year. Under the current legislation, at age sixty-five (65) (normal retirement age), Employees are entitled to a pension equaling twenty-five (25%) percent of the last five (5) years average pensionable earnings. The maximum monthly pension from the CPP changes annually and is available online at: www.servicecanada.gc.ca. Employees can receive reduced CPP benefits from the age of sixty (60) but must continue to contribute to the plan while working.

In addition to the CPP and Pension benefits discussed below, retiring Employees may also be entitled to Old Age Security payments, guaranteed income supplements and Employment Insurance payments from the Government on attaining age sixty-five (65). Any Employee interested in more information on any of these topics should contact the Canada Pension Plan at (1-800-277-9914) or online at: www.servicecanada.gc.ca.

Ontario Municipal Employees Retirement System (OMERS)

OMERS was created by an Act of the Provincial government to provide Employers in the broader municipal public sector with a common pension plan. It is a defined benefit plan, meaning that the formula to determine a member's retirement benefits is fixed, but the Employee and Employer contributions may fluctuate over time as required to fully fund the Plan. Employer contributions must match Employee contributions, by law. The Plan is integrated with CPP, meaning that contribution levels and pension benefits are set to provide a constant level of contributions during employment, and benefits on retirement (before and after the Employee commences receiving CPP benefits).

Full Time Employees are required to join the Plan on the first (1st) day of employment, as a condition of employment. Employees in other categories are eligible to join when they meet the requirements outlined in the *Pension Benefits Act*. Currently, the requirement is that in the immediate preceding two (2) years prior to joining OMERS, the Employee has:

- a) worked at least seven hundred (700) hours in each year, or
- b) earned at least thirty-five (35%) percent of the Yearly Maximum Pensionable Earnings, (YMPE) (set annually by the Federal Government). Participation for Other Than Continuous Full Time Employees is voluntary.

An excellent brochure entitled, "OMERS Member Handbook" is presented to Employees when they join the Plan and is available to other Employees for review. CGS believes that the OMERS Plan is an excellent one, and it should form a key component of every Employee's financial planning for retirement. In any dispute between this overview and the OMERS Plan document, the OMERS Plan document will govern.

Members who have access to the Internet can now obtain general information about the OMERS Pension Plan through the OMERS Website at <http://www.omers.com>. Topics covered on the site include:





- the Plan,
- frequently asked questions,
- the fund,
- articles from OMERS newsletters and bulletins, and
- a retirement estimator that allows on-line production of personalized pension estimates.
- a buy back estimator - that provides on-line estimates of the cost of purchase of past service.
- additional Voluntary Contributions (AVC) option.

Members can also register for a myOmers account to access their personal information.

Employees who terminate their employment within twenty-four (24) months of joining OMERS, may elect to receive a refund of their own contributions (with interest), however, the Employer's share remains in the fund. In cases of termination before their early retirement age after two (2) years of Plan membership, Employees are entitled to both Employee and Employer contributions (with interest), but as the amount is "locked in", the Employee must elect one of:

- a) to transfer credited service to another pension plan that has a reciprocal agreement with OMERS,
- b) to continue Plan membership with another OMERS Employer,
- c) to transfer the commuted value of your pension as determined by OMERS to a locked in RRSP, or
- d) elect a deferred pension from OMERS, in accordance with pension law.

Pre-Retirement Counseling

The retirement of our Employees provides CGS with an opportunity to say "thank you" for their loyalty and contribution. To assist Employees in their preparation for their retirement years, and transition into retirement, CGS offers the following services to Employees:

- a) Financial and Lifestyle Planning

A solid financial foundation is one of the key building blocks to any enjoyable retirement. Financial planning for retirement should begin quite early in an Employee's career, certainly no later than age thirty-five (35). An equally important part of retirement planning is the handling of the large number of details involved in the transition from work life to retirement life (e.g. decisions on accommodation, lifestyle, insurance coverage, travel, etc.). To help Employees get started on a financial and lifestyle plan, the OMERS website contains a series of worksheets and links to other government, non-profit and private retirement planning sources.

- b) Pre-Retirement Counseling

In addition to the above, CGS is prepared to fund pre-retirement courses as provided through any of the





following organizations:

Laurentian University, our local Community Colleges, the Sudbury Seniors Advisory Council, Public Health Sudbury & Districts, or Chamber of Commerce. Any Employee over age fifty (50) can forward a request for course participation to the Human Resources and Organizational Development Division.

Post-Retirement Benefits at Retirement and Beyond

All benefits and services outlined in this Handbook end on the last day of the month in which an Employee retires, except as outlined below. The following benefits also apply to eligible disabled Employees to age sixty-five (65).

Extended Health Care Plan

On retirement from CGS with an immediate pension, eligible Employees are automatically transferred to the Retiree Extended Health Care Plan which provides coverage until age sixty-five (65). If you are over the age of fifty-five (55) and have at least fifteen (15) years of continuous service with CGS on retirement, CGS pays one hundred percent (100%) of the premium for this coverage to age 65.

"Immediate Pension", noted above and below, means pension payments that start the first day of the month following the last day of your employment with CGS.

The main difference between the coverage for active Employees and Retirees is that the deductible for prescriptions changes from \$0.35 per prescription to an overall annual deductible of \$25.00 for single coverage or \$50.00 for family coverage. In addition, the Retiree Vision Care maximum is reduced as stipulated in the Collective Bargaining Agreement and Benefit Booklet. As well, there is no Eye Exam or Hearing Aid coverage.

Dental Care Plan

On retirement from CGS with an immediate pension, eligible Employees can elect to maintain their Dental coverage until age sixty-five (65) provided you pre-pay the premiums. You will be invoiced at the beginning of each year for the coverage and asked to complete a Pre-Authorized Debit Agreement so the premiums can be deducted directly from your bank account.

The cost of this coverage is very competitive since it is based on the larger group and pooling with our active Employees.

Health and Dental Coverage at Age 65 and Beyond

All Health and Dental insurance with CGS for Retirees ends at age sixty-five (65). However, CGS is aware of at least three (3) organizations that offer health and dental coverage on a group basis for retired Employees at age sixty-five (65) and beyond. While the premiums will increase because they will be based on pooling with other Retirees, the premium rates are still below those that the Employee would pay for a private plan. In addition, your eligibility for insurance should not be an issue.

Group Life Insurance

On retirement, Group Life Insurance continues, but reduces to \$10,000.00, provided you are over the age of fifty-five (55) and have at least fifteen (15) years of continuous service with CGS at the time of retirement. At age sixty-five (65), the coverage further reduces to \$3,000.00, with the Retiree paying the premiums (if elected).

If you retire early and have less than fifteen (15) years of continuous service with CGS, your life insurance coverage reduces to \$3,000.00, and you pay the premiums for the coverage (if elected).





Retiree Life insurance for Retired IAFF members will be as stipulated in their Collective Bargaining Agreement.

When the life Insurance premium is paid by the Employer, it is deemed a taxable benefit and will be reported on a T4A annually.

Please note that the above is considered general information only as the eligibility for retiree benefits and the available coverage can vary depending on your Collective Bargaining Agreement. For a full understanding of the Post-Retirement Benefits, please reference the Collective Bargaining Agreement specific to your bargaining unit.

For more information on these Plans, contact the Human Resources and Organizational Development Division.

