
CUMBERLAND JOINT SERVICES MANAGEMENT AUTHORITY

PERSONNEL POLICY

POLICY (3)

General

1. The purpose of this policy is to document the personnel practices of the Cumberland Joint Services Management Authority (CJSMA) and to ensure that there is a clear understanding of these practices between the Board and its employees.
2. The procedural requirements in this policy are intended to complement, supplement, be consistent with, and not to replace the requirements of applicable labour legislation.
3. In this policy, unless the context otherwise requires:
 - (1) “Chair” means the presiding officer;
 - (2) “Board” means the board members of the Cumberland Joint Services Management Authority, as appointed by the participating units;
 - (3) “General Manager” means the General Manager position as approved by the board;
 - (4) “Supervisor” means a position responsible for the supervision of employees and procedures of a specific area of operations.

Hiring Authority

4. A committee of the Board, consisting of one Board member and two CAOs, is responsible for review of applications, interviewing candidates for the position of General Manager, and preparing a hiring recommendation and an employer/employee contract to the Board.
5. A committee comprising of the General Manager and two others from CJSMA and/or municipal staff as determined by the General Manager are responsible for the review of application, interviewing, and hiring of candidates for supervisory and administrative positions.
6. The General Manager and applicable Supervisor are responsible for the review of applications, interviewing, and selection for all operations, clerical, term, temporary, and grant employees. The General Manager may delegate the hiring responsibilities for term, temporary, and grant employees to the applicable Supervisor.

Hiring Practice

7. It is and shall be a continuing practice of the Board to recruit and select employees without discrimination because of race, colour, sex, age, national origin, or religion, and to treat all employees equally with respect to compensation and any opportunity for advancement, including promotion and transfer. Specifically:
 - (1) Employment opportunities are and shall be open to all qualified applicants on basis of their character, experience, aptitude and ability.
 - (2) Advancement is and shall be based entirely on the individual's achievements, performance, ability, attitude, and potential for promotion. If at any time two people share identical qualifications with respect to promotion, then length of employment service will be the determining factor.
8. Persons with disabilities will be considered for employment on the basis of their ability to perform the responsibilities of a particular position.
9. It is the practice of the Board to hire the highest qualified person available for the position, based on merit, ability, competence, experience, and satisfactory character and employment reference.
10. Relatives and friends of Board Members and existing employees will not be provided preferential treatment or any lessor opportunity in the Board's hiring process. Every applicant for a position will be considered in accordance with clauses 7, 8, and 9. Board members and existing employees will not contact members of a selection committee in regard to a particular applicant(s). In the event that any applicant will be requested to provide the name of a Board member and/or existing employee as a reference, that applicant will be requested to provide an alternate reference(s).
11. Board members and employees directly involved in the hiring process must be knowledgeable of and abide with the provisions of the Municipal Conflict of Interest Act. It is the responsibility of each individual to notify the Chair immediately if they are of the opinion that he/she is in a conflict and the Chair, in consultation with the General Manager, will take the appropriate action.
12. Employees hired after the implementation of this policy are required to be vaccinated for Hepatitis B and Tetanus due to work related safety reasons (as identified in their job description). Employees are also required to have their Hepatitis B Titer checked to confirm adequate immunity. The cost of vaccinations will be covered by CJSMA.

Probationary Period

13. All permanent full-time and permanent part-time employees shall be classified as probationary during the first six (6) month period following the date of employment. It shall be the responsibility of an employee's direct Supervisor to monitor, assess, and discuss with that employee his/her performance regarding the responsibilities of the position. This will be an ongoing responsibility of the Supervisor during the probationary period.
14. It shall be the responsibility of a probationary employee's direct Supervisor to perform a formal evaluation before the expiration of the probationary period, such evaluation to be done in the prescribed form and discuss same with the General Manager. Based on the evaluation, the Supervisor will provide one of the following recommendations:
 - (1) that the probationary employee be reclassified as a permanent full-time or permanent part-time employee;
 - (2) that the probationary employee's employment be discontinued, or
 - (3) that the probationary period be extended for an additional term, such term to be a maximum of six months.

The recommendation and decision of the Supervisor and General Manager will be communicated in writing, together with the reasons for the decision, to the employee.

Performance Appraisals

15. The performance of all employees will be evaluated at least annually or more often if necessary, to meet the following objectives:
 - (1) assess performance with reference to the approved position description;
 - (2) to ensure that the employer and employee have a clear understanding of the responsibilities of the position;
 - (3) to provide an opportunity for the employer and employee to discuss the objectives of the organization and context of the position within those organizational objectives;
 - (4) to discuss training requirements and programs;
 - (5) to discuss opportunities for advancement, and
 - (6) establish a basis for salary increases, as applicable.

16. All performance appraisals will be completed and submitted to the General Manager by November 30 of each year. The General Manager will provide a report to the Board at its January meeting, that all evaluations have been completed, and an overall summary of the evaluation process and results.
17. It shall be the responsibility of the applicable Supervisor to complete the evaluation of employees for whom they have supervisory responsibilities.
18. It shall be the responsibility of the General Manager to complete the evaluation of Supervisors, administrative and clerical staff.
19. It shall be the responsibility of the Board, of a committee thereof, to complete the evaluation of the General Manager.

Training and Professional Development

20. It is the objective of the Board to have competent, knowledgeable, and highly trained staff in its employ to ensure that the Board's mandate and objectives are met.
21. The Board will encourage, promote, permit, require, and provide and fund training and professional development opportunities and programs that increase the efficiency and effectiveness of solid waste management services and programs at the Cumberland Central Landfill for the benefit of the participating municipal units.
22. The Board may require employees to be members of professional development agencies or associations and maintain professional requirements. In such cases, the Board will pay the costs of such memberships and dues.
23. The Board may enter into agreements with any individual employee regarding specific professional training and designations, such agreements to include provisions for payment, repayment of costs in the event of cessation and/or termination of employment, the costs of training programs, years of service, etc.
24. It shall be the responsibility of the General Manager to provide a detailed description of training, professional development, workshop requirements, and the associated costs, by fiscal year, for the Board's review.
25. It is the belief of the Board that individuals earn a merit retirement after completing a normal work life cycle at the age of 65 years of age. It is therefore the policy of the Board that employees must retire from employment on the first day of the month following a sixty-fifth (65th) birthday.

Employee Classification, Salary Scales, Wage Rates

26. Comprehensive position descriptions will be maintained for each position classification.
27. The Board will be fair and equitable in the determination of salary scales and wage rates. Market value of similar positions and responsibilities will be a consideration in the determination of salary scales and wage rates.
28. Salary scale increments are normally restricted to one incremental increase on the approved salary scale. Salary scale increments and wage rate increases will consider the following factors:
 - (1) performance evaluation results;
 - (2) years of services;
 - (3) consumer price index changes for the Province of NS;
 - (4) merit consideration, and
 - (5) other factors, such as financial constraint, that the Board deems appropriate.
29. The Board will have the responsibility to determine salary increases of the General Manager.
30. The General Manager will have the responsibility of preparing a recommendation to the Board regarding salary scale increments and wage rate increases.
31. The General Manager will have the responsibility to report salary scale increases and wage rate increases to the Board, in accordance with the provisions of this Policy.
32. Salary scale increments and increases, and wage rate increases are conditional on the budget approval process.
33. Salary scale increments and increases, and wage rate increases will be effective on April 1 of each fiscal year, unless the Board determines otherwise.

Hours of Work

34. In determining working hours for employees, the Board must give primary consideration to meeting the service needs of the municipalities and their residents and other operational requirements of the landfill facilities.

Overtime

35. The Board will have a basic philosophy that appropriate staffing levels are present for the management, administration, clerical and operations of the Cumberland Central Landfill so that the need for overtime is extremely minimal.
36. Any overtime worked must be approved by the General Manager, in advance of such overtime being worked. Approval for overtime will only be given subsequent to the overtime being performed if it was not possible or reasonable to obtain approval prior to the overtime being performed.
37. It is the expectation of the Board that the General Manager and supervisory salaried employees will work the hours required to ensure that the responsibilities of that position are performed, without any request for overtime.
38. Overtime is defined as the excess of hours worked in a pay period over an individual employee's regular hours.
39. Up to and including 44 hours worked in seven (7) day period, the pay rate for hourly paid employees shall be straight time. For hours in excess of 44 hours, employees will be paid at time and one-half.
40. The General Manager has the responsibility to determine the implementation of this section of the Personnel Policy.

Lunch and Breaks

41. Employees are permitted one-half (½) hour for lunch and two 15-minute breaks. Normally, employees are expected to remain at the Landfill for lunch and breaks.

Travel

42. Travel will be paid to employees at the prevailing Provincial mileage rate for travel incurred in the execution of an individual employee's responsibilities. Mileage will not be paid for an employee traveling to and from work. Mileage will not be paid to any employee for mail pick-up or delivery, banking requirement, or any scheduled meeting or function, which is at or near an employee's residence, except to the extent that the mileage exceeds the actual mileage to the employee's residence from the landfill, or is outside the normal work day hours.

Paid Holidays

43. The following days will be observed as paid holidays for the permanent employees and temporary full-time employees of the Cumberland Joint Services Management Authority:

1. New Year's Day – January 1
2. Nova Scotia Heritage Day – third Monday in February
3. Good Friday – as observed yearly
4. Easter Monday – as observed yearly
5. Queen's Birthday – as observed yearly
6. Canada Day – July 1
7. Labour Day – first Monday in September
8. Thanksgiving Day – as observed yearly
9. Remembrance Day – November 11
10. Christmas Day – December 25
11. Boxing Day – December 26
12. First Monday in August

In the event that any of these “paid holidays” falls on a Saturday or Sunday, an employee will be entitled to a future day off with pay. In the event that an employee is required to work on a non-statutory paid holiday, one future day off with pay will be provided. In the event that an employee is required to work on a statutory paid holiday, one and one-half future days off with pay will be provided. These days off must be used within ninety (90) days of the actual paid holiday.

44. Any employee that is employed on a temporary, casual, or grant basis shall only be paid for the paid holidays as set out in clause 42 when such employee meets the conditions for working the required number of days and shifts prior to and subsequent to the paid holiday as set out in Provincial labour standards and legislation.

Pension Plan

45. Any employee that has successfully completed the probationary period and has obtained a full-time position is required to participate in the Board's registered pension plan; subject to the requirement of such pension plan. The pension plan contribution rate shall be 5% of earnings and the Board shall contribute 5% of an employee's earnings. The Board will not match any contributions made by an employee pursuant to any voluntary contribution provisions in the pension plan.

Group Insurance Plan

46. Any employee that has successfully completed the probationary period and has obtained a full-time position is eligible and required to participate in the Board's extended health, life insurance, accidental death and dismemberment, long term disability plans; subject to requirements of these plans.

47. The Board will contribute a maximum of 50% of the costs of the total premiums of the group insurance plans as set out in the preceding clause. The Board will endeavour to structure the payment of these premiums to minimize any tax implications to its employees.
48. CJSMA's obligation to contribute any portion of the premiums as noted in section 47 will end no later than the earliest of the following:
 - (1) the date upon which the insurer cancels the insurance based upon the employee ceasing to make his/her payments for his/her portion of the premiums;
 - (2) the date upon which the employee's employment with CJSMA ends; or
 - (3) if the employee is off work on Worker's Compensation or long term disability - two years and one day after the employee ceases full time, active employment with CJSMA.

Upon termination of employment, CJSMA will continue the benefits for the period of notice given to the employee to the extent possible based upon the contract of insurance.

Vacations and Paid Leaves

49. The date of January 1 is the date of commencement of vacation period.
50. A permanent full-time employee who is employed during the year shall receive a pro-rated portion of the first year's vacation. A permanent full-time employee leaving the employ of the Cumberland Joint Services Management Authority during the year prior to January 1 in any year shall have his/her pay reduced according to a pro-rated calculation of vacation benefits accrued.
51. Employees will not be permitted to carry forward any unused vacation days nor will any compensation be paid to any employee in lieu of unused vacation days.
52. Employees who are granted leaves of absences without pay shall not be entitled to accumulate vacation during the period of such absences.
53. Permanent full-time employees shall be entitled to vacation in accordance with the following schedule:
 - (1) .83 days per month up to and including the fifth year of employment calculated from the employee's commencement date to a maximum of ten working days per year.
 - (2) 1.25 days per month beginning in the sixth year of employment and up to and including the tenth year, fifteen working days per year.

- (3) From the commencement of the eleventh year of employment and henceforth twenty working days per year.
54. An employee will be granted an additional day off with pay when a paid holiday falls during an employee's scheduled vacation period.
55. All requests for vacation must be approved in advance by the General Manager or Supervisor. In the event of a conflict, seniority will be used to determine staff priorities for vacations, requested prior to May 1. Summer vacation requested after May 1 may be approved on a first request basis. Vacation will be scheduled to ensure the work flow is not disrupted or that undue hardship will not be placed on fellow workers. Every effort will be made to ensure employees will be able to take their annual vacation at a time that is most convenient for them. Employees with vacation entitlement of more than fifteen working days may require to split their vacation, taking their vacation at two or more times per year.
56. Permanent part-time employees shall be entitled to vacation pay in accordance with the Labour Standards Code of Nova Scotia.
57. Temporary full or part-time and casual employees shall be entitled to vacation pay in accordance with the Labour Standards Code of Nova Scotia.
58. Employees bereaved by the death of a relative will be granted time off from work, without loss of pay, in accordance with the following schedule and conditions:
 - (1) Three (3) continuous days leave without loss of wages or salary upon the death of a Parent, Foster Parent, Wife, Husband, Common-Law Spouse, Brother, Sister, Son, Daughter, Grandchild, Son-in Law, or Daughter-in-Law;
 - (2) One (1) day leave without loss of wages or salary upon the death of an Aunt, Uncle, Sister-in-Law, Grandparent, Mother-in-Law, or Father-in-Law;
 - (3) One (1) of the days stipulated is for attending the funeral. In regards to clause 56(1), where the funeral is held at a considerable distance, a maximum of two (2) additional days, without pay, may be granted at the discretion of the General Manager;
 - (4) Upon the death of any other relative, by way of marriage, employees may be granted one-half (1/2) day off from work to attend the funeral.
 - (5) The General Manager is responsible for approving all bereavement leave, as permitted under the clause.

Sick Leave

59. The Board will provide protection for its permanent full-time employees against loss of income sustained due to illness. A sick leave plan is intended to protect employees from undue financial loss against serious or long term illness for the interim period between cessation of work and the commencement of Employment Insurance sick benefits of short term disability benefits.
60. Employees are expected to accumulate the maximum number of sick days permitted to address serious illness situations. Sick leave is not intended to justify a short or convenient absence, nor can it be used to extend vacations, holidays, or weekends. An employee sick leave record will be maintained and reviewed with the employee as part of the annual evaluation process.
61. Permanent full-time employees shall be granted sick leave pay at the rate of one and one-half (1 ½) day per month. Unused sick days can be accumulated to a maximum of one hundred twenty (120) days. Sick leave used will be deducted from accumulated sick leave.
62. Upon request of the General Manager, an employee claiming an entitlement to Sick Leave must produce a medical certificate if Sick Leave is in excess to three (3) consecutive working days of illness. If such medical certificate is not produced when so requested, the employee shall have no claim to pay in respect to his absence from work. The Board may refer an employee claiming sick leave to a Doctor of the Board's choice to obtain an opinion in regards to the medical condition that is the stated basis for sick leave.
63. No sick leave credits or vacation entitlement shall accumulate to any employee while the employee is on long-term disability or maternity leave.
64. A cash equivalent of 25% of accumulated sick leave will be paid to employees upon retirement, resignation, or death of an employee, if that employee has fifteen (15) or more years of continuous service with the Board. A cash equivalent will not be paid to any employee whose employment is terminated by the Board.
65. An employee will be permitted to use a maximum of three (3) personal sick days per year in the event of the illness of a spouse or child.
66. An employee falsely claiming Sick Leave will be subject to immediate dismissal.

Employee Complaint Procedure

67. Complaints and conflicts are to be resolved quickly, in an orderly fashion, with the least possible anxiety for all concerned. This complaint procedure will provide a process whereby employees can bring matters of concern to their Supervisor; ensure fair and equitable treatment for all employees and resolve problems so that constructive work producing relationships can be maintained for the benefit of all. If an employee believes that any situation affecting him/her is unjust, inequitable, or creates a problem, the employee should use the following procedure for the solution to the problem(s) without fear of recrimination. Every effort should be made to resolve a complaint informally, through discussion with the supervisor.
68. When a complaint cannot be resolved informally an employee may follow this formal resolution procedure:
- First Step:* The employee shall present the complaint in writing to his/her immediate Supervisor, within 4 working days of the event. The employee submitting the complaint may select a fellow employee to appear with him/her. The Supervisor shall give his/her reply within 4 working days. In addition to verbally informing the employee, the reply shall be put in writing and signed by the Supervisor and employee. At the discretion of the General Manager, the time periods for presenting a complaint may be extended based on the nature of the complaint.
- Second Step:* If the first step does not result in an acceptable solution, the issue may be submitted in writing to the General Manager by the employee within 4 working days of the Supervisor's decision. The General Manager will conduct an investigation into the matter, review all previous reports, meet with all interested parties, make a final decision and advise the employee in writing within 10 working days of the receipt of the issue.
69. If a problem arises which an employee feels cannot be presented to his/her Supervisor because the Supervisor is involved in the problem, that particular step in the complaint procedure may be by-passed.
70. Employees who report directly to the General Manager may, at their option, present their complaint to the CAO advisory committee. The CAO Advisory Committee shall prepare a reply and recommendation within 5 working days and provide it to the employee and the General Manager. The General Manager will review the complaint, the reply and the recommendation, conduct any additional investigation he or she deems appropriate, make a final decision and advise the employee in writing within 10 days.
71. All replies, recommendations and decisions should, where applicable, include an implementation schedule.
72. A copy of all complaints, replies, recommendations and decisions shall be retained in the employee's personnel file.