POLICY

P-1	NON-UNION PERSONNEL FRINGE BENEFITS

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I. DEFINITIONS

Employer means the town of Sussex.

Permanent Full-time Employee means an employee of Sussex whose customary employment is more than 35 hours per week.

Permanent Part-time Employee means an employee of Sussex whose customary employment is at least 20 hours per week but less than 35 hours per week.

Seasonal Employee means an employee of Sussex whose customary employment is less than full-time and has scheduled lapses for parts of the year.

II. VACATION ENTITLEMENT POLICY

Permanent full-time Employees will accrue vacation based on years of service and calculated on the number of years service as of January 1st of the current year.

Permanent Part-time Employees will receive pro-rated vacation according to their regular working hours and years of service as of January 1st of the current year.

YEARS OF SERVICE	ENTITLEMENT
0 - SEVEN (7) YEARS	15 WORKING DAYS
AFTER SEVEN (7) YEARS	20 WORKING DAYS
AFTER FOURTEEN (14) YEARS	25 WORKING DAYS
AFTER TWENTY-FIVE (25) YEARS	30 WORKING DAYS

A new Employee's vacation shall be pro-rated during the calendar year in which he or she was engaged by Sussex.

Upon retirement, an employee shall be entitled to the same vacation or vacation pay he would have earned if he or she had continued his or her employment to the end of the calendar year.

Seasonal Employees will receive remuneration of 4% of their salary paid weekly in lieu of vacation time.

III. VACATION LEAVE POLICY

When a holiday occurs during an employee's vacation, the Employee will be granted an extra day of vacation to be taken immediately prior to or immediately following the scheduled vacation.

Employee vacation will be taken during the current year. Employees will not be allowed to accumulate vacation from one year to another.

In the event vacations cannot be taken within the calendar year for unforeseen circumstances, employees shall receive pay calculated in straight-time in lieu of, before December 31st of the calendar year, when possible.

An employee who is on Long Term Disability or on Worker's Compensation beyond a period of six (6) months shall not accumulate any vacation credits.

IV. STATUTORY HOLIDAYS POLICY

Employees will be entitled to the following holidays:

NEW YEARS DAY	VICTORIA DAY	TRUTH & RECONCILIATION DAY
FAMILY DAY	CANADA DAY	THANKSGIVING DAY
GOOD FRIDAY	NEW BRUNSWICK DAY	REMEMBRANCE DAY
EASTER MONDAY	LABOUR DAY	CHRISTMAS DAY
		BOXING DAY

When a statutory holiday occurs during an employee's regular day off the Employee will be granted an extra day off to be taken immediately after the statutory holiday.

Employees must work the regular working day immediately preceding that holiday and on the regular working day immediately following that holiday unless on approved paid leave of absence.

V. PENSION PLAN POLICY

All permanent full-time and permanent part-time Employees shall be members of the pension plan.

The Employer will match the Employee's contribution to the pension plan of 7.5%

VI. HEALTH AND WELLNESS PLAN POLICY

All Employees shall be entitled to benefits under the health and wellness policy.

VII. SICK LEAVE PROVISIONS POLICY

The Sussex Sick Leave and Disability Program consists of four (4) components and apply to all full-time and part-time employees:

1. Annual Sick Leave
2. Short-Term Disability
3. Long-Term Disability
4. Workers' Compensation.

1. ANNUAL SICK LEAVE PROGRAM

The Annual Sick Leave Program is to benefit Employees who are off work due to illness including the waiting period of seven (7) calendar days prior to the start of the Short-Term Disability Program.

This program is regulated by the following conditions.

1) Permanent full-time Employees are entitled to receive eighteen (18) days of sick leave per calendar year, beginning January 1st and ending December 31st.

2) Permanent part-time Employees are entitled to receive eighteen (18) days of sick leave per calendar year, beginning January 1st and ending December 31st, pro-rated to his or her hours of work.

3) Employees shall not accumulate sick days from year to year.

4) An employee who becomes sick while on vacation may use sick leave rather than lose a portion of his or her vacation. In such case, where sick leave is claimed proof of illness must be submitted to his or her

department head when the Employee returns to work.

5) An employee who uses the maximum days under this program in any current calendar year shall not be entitled to any additional paid sick leave for said year.

6) An employee will be eligible for the 15 weeks of short-term disability even though an employee may not have all of the seven (7) day waiting period paid for if an employee has exhausted their accumulated paid sick leave.

7) The Employee is entitled to use sick leave for medical or dental appointments and for medical tests. Prior to such appointment the Employee shall notify the Employer a week in advance of such appointment except for specialist appointments and the Employee shall show proof of such appointment upon the Employee's return to work.

8) The Employer has the right to investigate the use of sick leave and to require the Employee to submit upon his/her return-to-work satisfactory medical evidence from a licensed medical practitioner. Such proof of illness may be requested during the period of illness.

9) The Employer shall remunerate the Employees regular gross daily wage including fringe benefits for each day that the Employee is receiving the benefits of the Annual Sick Leave Program.

10) The Employer shall pay, on the first pay period in January of any calendar year a payment in recognition of unused sick leave (less statutory deductions) to each Employee who has not used paid sick leave during the period of twelve (12) months/ calendar year as follows:

a) Zero (0) sick leave used in the calendar year: $700.00

b) 83.3% or more remaining in the calendar year: $550.00

c) 69.4% or more remaining in the calendar year: $425.00

d) 52.1% or more remaining in the calendar year: $200.00

e) Less than 52.1% remaining in the calendar year: $0.00

For the purpose of the calculation of individual payment outlined above, the use of sick leave for a medical appointment, of reasonable duration, being either a doctor or a dentist, or both, for each Employee shall be excluded from the calculation of the remaining hours of sick leave available.

2. SHORT-TERM DISABILITY PROGRAM

The Short-Term Disability Program disability benefit, which begins to be paid prior to age 65, will continue until the Employee received a total of at least fifteen (15) consecutive weeks of benefits, or has exhausted accumulated paid sick leave, or, until the Employee is no longer disabled, or the Employee retires, whichever comes first.

This program is regulated by the following conditions:

1) The Short-Term Disability Program commences on the eighth (8th) calendar day of disability and continues for a maximum period of fifteen (15) consecutive weeks.

2) An employee or the Employee's representative, if the Employee is unable for health reasons, shall be required to obtain and provide to the Employee's Department Head a satisfactory written medical report from a licensed medical doctor on the Employee's medical condition prior to and before receiving any benefits from the Short-Term Disability Program.

3) Once an employee is receiving the benefits of the Short-Term Disability Program, the Employee or the Employee's representative if the Employee is unable for health reasons shall be required to obtain and provide to the Employee's Department Head a written medical report from a licensed medical doctor on the Employee's medical.

4) Short-term disability benefits will not be forwarded to any Employee for the time prior to receipt of the medical report by the Department Head and such benefits will only commence on the day following the day of receipt of the medical report.

5) The maximum period of time for an employee to receive a benefit on short-term disability is fifteen (15) consecutive weeks and this time period will be shortened by the corresponding time which was not covered by failure of the Employee to provide the medical report to the Department Head.

6) The Employer shall have the right to investigate or have investigated the use of the Short-Term Disability Program by an employee while the Employee is receiving benefits under said program.

7) The Employer shall remunerate seventy eighty percent (87%) of the regular wage or salary including fringe benefits for each day that the Employee is receiving the benefits of the Short-Term Disability Program.

3. LONG-TERM DISABILITY PROGRAM

The Long-Term Disability Program is for an employee who is off work for a continuous period of time and has exhausted the allocated days allowed for in the Short-Term Disability Program.

This program is regulated by the following conditions:

1) All Employees shall participate in the Long-Term Disability Program.

2) All Employees shall adhere to the regulations outlined by the insurance carrier of the Long-Term Disability Program.

4. WORKERS' COMPENSATION PROGRAM

The Workers' Compensation Program disability benefit is for all Employees who are injured or disabled in accordance with the regulations of the *Workers' Compensation Act*.

This program is regulated by the following conditions:

1) All Employees shall be covered by the provisions of the *Workers' Compensation Act* of the Province of New Brunswick.

2) When an employee is off work due to an accident or occupational illness resulting from his/her employment and which is accepted as being compensable by the Board or Commission for a period not exceeding fifteen (15) consecutive weeks.

3) Pending acceptance of the claim and subject to the conditions of Article 1 of this section, the Employee shall receive an employer cheque in an amount as determined by the Board or Commission.

4) The absence of an employee who is receiving compensation benefits under the *Workers' Compensation Act* shall not be charged against the Employee's sick leave credits or vacation credits and, at the same time, the Employee shall continue to accrue seniority.

GENERAL

1) All employees are eligible to receive eligible benefits on the first day of employment.

2) An employee discharged for cause or who leaves the employ of the Employer shall forfeit all benefits of the annual Sick Leave Program, Short-Term Disability Program and Long-Term Disability Program.

3) The employer shall provide extended health and dental benefits to an employee on an Annual Sick Leave Program and while the Employee is on the Short-Term Disability Program.

4) The employer shall provide extended health and dental benefits to an employee who is receiving benefits from Workers' Compensation for the first fifteen (15) consecutive weeks that the Employee is receiving benefits from said Program,
provided Workers' Compensation does not provide said benefits to an employee.

5) An employee's reinstatement period for new and recurring injuries shall be defined by the disability insurance provider's policy terms in effect at the time of the claim.

6) The employer shall provide extended health and dental benefits to any Employee who is receiving benefits from the Long-Term Disability Program for the first two (2) year period only, that the Employee is receiving benefits from aforesaid program.

COST DISTRIBUTION

1) The employer shall fund one hundred percent (100%) of the cost for the Annual Sick Leave Program.

2) The employer shall fund one hundred percent (100%) of the cost for the Short-Term Disability Program.

3) The employee shall fund one hundred percent (100%) of the cost for the Long-Term Disability Program.

4) The employer shall fund the Workers' Compensation Program in accordance with the *Workers' Compensation Act* of the Province of New Brunswick.

VII. RETIREMENT POLICY

An employee shall retire on the first day of the month following the month in which the Employee reaches age sixty-five.

An employee may request an extension, in one-year increments, of his employment beyond age sixty-five, which may or may not be approved by the Employer.

An employee who has been granted an extension of his employment shall receive all benefits of this Fringe Benefits Policy save and except the group health benefits as stated in the insurance policy.

VIII. BEREAVEMENT LEAVE POLICY

In the event of a death in the immediate family, an employee shall be entitled to five (5) consecutive days of bereavement leave without loss of salary or benefits, subject that one of the bereavement days leave be the day of the funeral.

Immediate family shall be:

Mother	Father
Spouse or Partner	Brother
Sister	Child
A person acting in loco parentis	Child of a spouse

In the event of a death to an employee's Mother-In-Law, Father-In-Law, stepmother, stepfather, or grandparents or grandchild, son-in-law, daughter-in-law, stepbrother, stepsister, step grandchild, Brother-In-Law, Sister-In-Law, Niece, or Nephew an employee shall be entitled to three (3) consecutive

days of bereavement leave without loss of salary or benefits, subject that one of the bereavement days of leave be the day of the funeral.

In the event of a death to an employee's, Aunt or Uncle, or relative living in the same household, or to act as a pallbearer in any funeral an employee shall be entitled to one (1) day of bereavement leave, subject that the Employee attends the funeral.

Where the burial or funeral occurs outside the province of New Brunswick, or, more than 300 kilometers, in travel distance in one direction, from the Employee's residence such leave shall include reasonable travel time that shall not exceed two (2) days providing the Employee attends the funeral or service.

IX. COURT ATTENDANCE POLICY

The Employer shall pay the Employee the difference between the Employees normal earnings and the payment received for jury services or court witness, excluding payment for traveling, meals or other expenses. The Employee will present proof of service and the amount received.

An employee who is required to appear before any government body or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of his or her employment shall be considered time worked at the Employees normal rate of pay for a maximum of eight (8) hours per day.

X. CLOTHING ISSUE POLICY

1) The Employer will supply and maintain suitable rubber clothing, rubber boots, safety boots, coveralls or two (2) piece overalls, work gloves and security hats to non-union Employees who are engaged in outside work.

2) The Employer will provide a clothing allowance, in accordance with the applicable Collective Agreement, to non-union personnel for any clothing which is required by the Employer.

3) The Employee shall return any clothing that is supplied by the Employer when leaving the employment of the Employer.

XI. MATERNITY AND CHILD CARE LEAVE POLICY

1) Employees who become pregnant are eligible for Maternity Leave in accordance with the *Employment Standards Act*.

2) Employees who are natural or adoptive parents are entitled to Child Care Leave in accordance with the *Employment Standards Act*.

3) An employee who returns to work following the commencement of maternity or child care leave, shall retain his or her position, or an equivalent position, that he or she held prior to and during the period of his or her absence.

4) An employee who returns to work, in accordance with the *Employment Standards Act*, shall receive a rate of pay that is equivalent to or greater than the rate of pay he or she was receiving immediately prior to his or her departure on maternity or child

5) The Employer may extend the leave period beyond the time set out in the *Employment Standards Act*.

6) Employees do not accrue sick leave or vacation leave benefits while on maternity or child care leave. A period of less than one (1) month shall not be counted in this calculation.

7) Employees entitled to maternity leave shall be permitted to apply up to five (5) working days of their accumulated sick leave credits against their unemployment insurance waiting period of one week.

8) Should the Employee not return to work following her maternity leave, the Employee shall compensate the Employer for such sick leave granted.

9) Prior to the commencement of maternity leave, sick leave will be granted to an employee for sickness arising from complications associated with her pregnancy, excluding normal delivery.

10) An employee not taking maternity or child care leave shall be granted one (1) day leave, without loss of pay, within a reasonable period of time surrounding the occasion of the birth or adoption of his or her child.

11) An employee may continue to receive extended health, drug, and dental benefits while on maternity leave, provided such Employee notifies the Employer that the Employee is returning to work after maternity leave. Short- and Long-term disability shall be suspended during maternity or child care leave.

XII. LEAVE WITHOUT PAY POLICY

1) The Chief Administrative Officer may grant leave without pay for any reason at his or her discretion.

XII. OVERTIME POLICY

1) All time worked beyond the regular work day or work week shall be deemed to be overtime.

2) There shall not be any overtime allotted to Employees under the following classifications:

Chief Administrative Officer	Engineer
Town Clerk	Town Treasurer
Director of Public Works	Fire Chief
Community Services Director	Fire Fighter, Captain
Fire Fighter, Lieutenant	Deputy Fire Chief

3) An employee shall obtain prior approval from his or her supervisor before overtime is worked.

4) An employee who works overtime shall be compensated either with pay or time off in lieu of pay for the number of hours that are worked at a rate of one and one-half times the Employees normal hourly rate.

5) An employee who is called out to work after the Employees regular working hours shall be paid a minimum of three (3) hours for such work at a rate of one and one-half times the Employees normal hourly rate.

6) An employee required to work on a statutory holiday, or a day designated as a statutory holiday shall receive two (2) times his regular hourly rate for the hours that he has worked, in addition to the regular pay for the day.

7) Upon activation of the Emergency Response Plan Level 2, and for services performed during the continuation of the emergency:

   a) Department heads will receive no additional paid remuneration, however, will receive time off in lieu of remuneration at a rate at 1.5 hours for each hour worked in excess of regular working hours;

b) Salaried employees, other than department heads, will receive a pro-rata hourly rate for each hour worked in excess of regular working hours, or time off in lieu of remuneration;

c) Hourly paid Employees will receive a pro-rata hourly rate for each hour worked in excess of regular working hours;

d) Employees covered by a collective agreement will receive remuneration according to the terms of the

e) Permanent part-time Employees, as required during the emergency, will receive a pro-rata hourly rate for each hour worked in excess of regular working hours.

XIV. MEAL ALLOWANCE POLICY

An employee who is required to work prior to or beyond the Employee's normal hours of work shall be entitled to a meal provided by the Employer, or a meal allowance, in accordance with the Travel and Meal Allowance Policy provided that:

- An employee completes two (2) hours of continuous overtime hours beyond the Employee's normal hours of work;
- An employee completes an additional four (4) hours of continuous overtime beyond the initial two (2) hours of overtime following the Employees normal hours of work; or
- An employee completes three (3) hours of continuous overtime prior to the Employees normal hours of work.

XV. TRAINING POLICY

1) This policy recognizes that all training courses taken by Employees must be recognized to be beneficial to both the Employer and the Employee before the training is authorized.

2) All requests to attend a training course shall have prior approval of the CAO before an employee is authorized to attend a course.

3) Department Heads shall submit all training course requests, of their Department, to CAO requesting approval.

4) When an employee is authorized and directed to attend a training course, he or she shall receive his or her regular pay for that training period.

5) The employer shall be responsible for the accommodations, traveling expenses, tuition fees and incidental expenses as per the Sussex Travel and Meal Allowance Policy.