



# Port of Johnstown

Non-Union Personnel Policy &  
Employee Guide

March 31, 2025

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# Introduction and Objectives

## 1. Introduction

This Policy and Employee Guide applies to all non-union full-time, part-time, contract or seasonal employees of the Port of Johnstown (hereinafter referred to as the “POJ” or the “Port”) unless otherwise specified, within the framework of the Canada Labour Code and relevant federal legislation.

This Policy has been designed to:

- Form the basis of understanding between the POJ and non-union employees.
- Assist the employees of the POJ with consistent direction and application of decisions.
- Ensure accountable and equitable organizational standards and working conditions that promote;
  - staff growth, achievement, development and sense of pride, and
  - efficient operations and provision of high-quality service to those served by the POJ.
- Support organizational relations by promoting honest communication throughout all levels of the POJ.
- Provide for organizational planning, and
- Provide information and direction that is compliant with governing legislation including federal statutes, other policies, guidelines and by-laws.

A copy of the Personnel Policy & Employee Guide will be made available to all non-union employees.

Revisions to this policy are administered by the General Manager (hereinafter referred to as the “GM”) as required, with a comprehensive review at least once every five years. Revisions to the policy are subject to the Port Management Committee and Township Council approval.

### **Human Rights Code Policy Statement**

The Port of Johnstown intends that all policies, guidelines and practices relating to staff employment (i.e. recruitment, hiring, promotion, training, compensation and termination) will be carried out without regard to age, race, colour, religion, national origin, gender, marital status, sexual orientation or disability, except where there is a bona fide occupational requirement, in accordance with the Canadian Human Rights Act. All employees of the POJ share the responsibility of maintaining an employment environment that supports this policy statement.

## 2. Responsibilities

### *Council & Port Management Committee Responsibilities*

Council represents the citizens and is responsible for determining the overall objectives of the organization and for establishing policies and procedures to meet those objectives. Members of the Port Management Committee are appointed by Council to make recommendations on all matters related to the Port of Johnstown.

### *Chief Administrative Officer Responsibilities*

The CAO is responsible for overall corporate management and administration as directed through Council. The CAO takes on the additional role as facilitator between Departments and Council.

### *GM and Department Head Responsibilities*

The Port of Johnstown General Manager (GM) is responsible for the overall administration and operations of the Port of Johnstown, reporting directly to the CAO. Department Heads are responsible for general administration and management within their department. The Department Heads will work with the GM to ensure that the policies and procedures are carried out within their departments.

### *Department Heads Include:*

Operations Manager  
Maintenance Manager  
Office Manager

### *Employee Responsibilities*

Employees are responsible for reading and understanding this Policy & Guide and to speak to the Department Head or GM where they require clarification. Completion of Confirmation of Understanding of the Corporation's Policies is required and is included in onboarding for new employees.

## Definitions

**Chief Administrative Officer (CAO)** is the sole employee of the Council of the Township of Edwardsburgh Cardinal, owners of the Port of Johnstown.

**Casual** or **contract** employee is one who is required for temporary jobs, to fill in for holidays of full-time employees or assist on specific projects, but not on a regular schedule.

**Common-law partner** means a person who has been cohabiting with an individual in a conjugal relationship for at least one year.

**Full-time employee** is one who is regularly scheduled annually to work the full-time normal hours set out in the respective departments (minimum 40 hours per week).

**General Manager (GM)** is responsible for overall administration and operation of the Port of Johnstown and reports directly to the CAO.

**Part-time employee** is one who is regularly scheduled annually to work the part-time normal hours set out in the respective departments (24 hours or less per week).

**Supervisor** is a non-union position responsible for a group of people or an area of work, more specifically the following positions: General Foreman, Assistant General Foreman, Office Manager, Maintenance Manager, Operations Manager and General Manager.

# Employment Provisions

## 1. Hours of Work

### *General*

Normal hours for all non-union full-time employees shall be a minimum of forty hours per week. Part-time, contract or casual employees are governed by their respective schedules and departmental needs.

### *Flex Hours and Scheduling*

Flex hours may be accommodated for personal needs on an irregular basis (e.g., personal appointments, childcare) subject to Department Head and/or GM approval.

Flex scheduling allows employees to select and schedule their working hours with certain limits, according to the demands of their job and their personal time requirements. It is not mandatory for employees to utilize flex scheduling. Flex scheduling is at the discretion and approval of the Department Head and/or GM.

### *Work from Home*

Working from home may be considered on a case-by-case basis upon approval of the GM.

### *Attendance*

Regular attendance during all scheduled hours of work, reporting to work on time, and continuing to work to the end of the established work period is expected of every employee.

Employees who, for any reason, cannot carry out their scheduled shift(s) must notify their Supervisor as soon as possible, indicating the reason and the expected time and date of return to work. Supervisors must be notified of both anticipated and unforeseen absences.

Unsatisfactory attendance, including arriving late, leaving early, or not reporting for shifts without proper authorization and notification, may result in disciplinary action up to and including termination.

Any unauthorized absences will be subject to non-payment. Where an employee is absent for one shift without notifying their Supervisor, the Supervisor will attempt to contact the employee to ensure their well-being, ascertain the reason for their absence and determine the date of their return.

Any staff member who is absent without proper notification and Supervisor approval for three or more consecutive scheduled shifts may be deemed to have abandoned their position and employment may be terminated at the discretion of the Department Head in consultation with the GM.

### *Overtime and Lieu Time*

Overtime is to be kept to a minimum and shall be approved in advance by the immediate supervisor and will be calculated as follows:

Salary Levels 6, 7 and 8 - Time in lieu at straight time.

Lieu time will be provided as compensation for attendance at committee meetings outside normal hours of work or in accordance with individual employment contract stipulations.

Salary Levels 1 through 5 - After 40 hours per week, employees shall be paid at the rate of time and one half (1 ½) times the regular rate. Double (2) times shall be paid for all hours worked in excess of twelve hours on a regular working day. Employees shall be paid on the basis of 8 hours at straight time plus double (2) time for all hours worked on the statutory holidays listed within this Policy.

Employees are encouraged to use lieu time in the month in which it was earned. No employee shall be entitled to accumulate more than eighty (80) hours of lieu time at any one time.

Employees working overtime will be entitled to a meal allowance of \$15 after two (2) hours or \$15 after four (4) hours if called in. A one-half hour break will be allowed with pay.

### *Administration of Lieu Time*

Time in lieu is to be used in the calendar year in which it was accumulated.



## 2. Paid Holidays (Statutory)

The following days are observed as paid holidays for eligible employees.

New Years Day January 2 <b>Family Day</b> Good Friday Easter Monday Victoria Day Canada Day Civic Holiday Labour Day	National Day for Truth and Reconciliation Thanksgiving Day Remembrance Day Christmas Eve Day (Half Day) Christmas Day Boxing Day New Years Eve (Half Day)
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When any of the above Holidays fall on a Saturday or Sunday, the succeeding Monday shall generally be designated as a Holiday in lieu of the Holiday falling on the Saturday or Sunday.

When any of the above Holidays occur during a vacation period an extra day's vacation is allowed.

All full-time employees are eligible for paid statutory holidays at their regular daily rate beginning the first pay period following employment. Working on a statutory holiday should only occur where required to support necessary operations.

### *Religious Holidays*

Employees wishing to observe a religious holiday(s) other than those designated above, shall complete an Application for Leave of Absence Form to be granted a leave of absence without pay, or shall charge the holiday(s) against earned vacation time or accumulated lieu time, and time-off is subject to the respective Department Head and/or GM's approval, which will not be unreasonably withheld.

### 3. Leave Entitlements

#### *General Vacation*

Employees shall be entitled to a vacation with pay for credited full-time, active, continuous service to be taken during the calendar year for which the vacation entitlement is granted. Scheduling and monitoring of vacations for employees is the responsibility of the employees, their Department Head and the GM.

The selection of vacation dates will be approved on the basis of years of service, subject to approval of the Supervisor. No employee shall be entitled to more than ten (10) consecutive days vacation at any time until all employees of that department have had an opportunity to request their preferred vacation period. Up to ten (10) days of vacation credit may be carried over from one calendar year to the next. Carry over in excess of ten days must be approved by the GM, with advisement to the Township CAO.

#### *Vacation Year*

The vacation year shall be January 1 to December 31. Regular full-time employees shall earn an annual vacation entitlement in accordance with their credited years of service. Vacation entitlements shall be determined from January 1<sup>st</sup> of the years in which employees advance to a different entitlement.

Credited Service	Entitlement
Less than 1 year	4% of earnings and time-off prorated on number of months over 12 x 10 to nearest day
One year to two years	10 days per year
Three years to eight years	15 days per year
Nine years to seventeen years	20 days per year
Eighteen years to twenty-three years	25 days per year
After twenty-four years	30 days per year

Vacation for new employees outside the standard entitlement is subject to approval of the GM, as part of the employment agreement negotiation process.

#### *Accrual of Earned Vacation During Leaves of Absence*

Vacation earned is based on active continuous service. Vacation credits will not accrue while an employee is on Long Term Disability or while on a personal leave of Absence for more than ten days in one year. Employees who are on Short Term Disability will continue to accrue vacation credits.

#### *Vacation Pay Upon Termination of Employment*

Unless there are exceptional circumstances, the vacation pay provided to a full-time employee who is terminating employment service is equivalent to the value of accumulated vacation leave they had earned thus far during the current year, prorated according to the amount of time worked in the current year, plus the value of unused vacation leave allowed to be carried forward from the previous year minus the value of any vacation leave taken during the current year.

### **4. Special Circumstances**

#### *Illness During Vacation Leave*

An employee who becomes ill during their vacation period is not allotted sick time for the period of the illness unless the illness requires hospitalization and is confirmed in writing by a medical professional.

#### *Illness Prior to a Vacation Leave*

An employee that becomes ill prior to a previously scheduled vacation period is granted sick time in lieu of normally scheduled vacation time. The supervisor discusses with the employee the rescheduling of the unused vacation time.

#### *Leave of Absence (Unpaid)*

The GM, in consultation with the Township CAO may grant leaves of absence to any employee for personal reasons. Employees on leave of absence shall not be paid. Sick leave and Holidays shall not accumulate if the leave is in excess of five (5) consecutive working days.

#### *Jury and Court Duties*

Any employee who is required to serve on jury duty, or is subpoenaed as a witness, shall be entitled to participate provided written notice is provided to the employer. Employees shall be compensated in an amount equal to their full wages.

### *Absence Without Leave*

Any absence from work without the approval of the Supervisor or Department Head is considered absent without leave. In addition to forfeiture of pay, unauthorized absence may result in disciplinary action up to and including dismissal.

### *Reporting Absence*

The employee is personally responsible for informing his/her Supervisor on each occasion necessitating an absence from duty. Failure to do so may result in forfeiture of pay, suspension or discharge from employment.

## 5. Sick Leave

Each full-time employee will be permitted up to ten (10) days with pay annually for short-term illness, as per the Canada Labour Code. Paid sick leave will be prorated based on the employee's start date. This entitlement is non-cumulative and is reset every January 1. The Employer may request "reasonable evidence" of the need for leave instead of a doctor's note. This can include self-attestation, where an employee states they were unable to work due to illness.

A medical report from a qualified practitioner, detailing any work limitations and outlining prognosis, may be required when modifications to duties or schedules are needed due to a medical condition or to confirm an employee's fitness to resume work after an extended absence.

If all sick leave days are used within a year, any additional time required is subject to approval by the Supervisor. The employee may utilize vacation or lieu time prior to taking unpaid time.

## 6. Personal Leave

In accordance with the Canada Labour Code (Section 206.6), employees are entitled to up to 5 days of personal leave per calendar year to:

- take care of health obligations for any member of your family or care for them
- take care of obligations related to the education of any family member under age 18
- manage any urgent situation that concerns you or a family member
- attend your citizenship ceremony under the Citizenship Act, or

- manage any other situation prescribed by regulation

Employees who have worked three (3) consecutive months are eligible to obtain pay for the first three (3) days of leave.

The Employer is permitted to request supporting documentation concerning the reasons for the leave, up to 15 days following the employee's return to work.

## 7. Bereavement Leave

In accordance with the Canada Labour Code (Section 210(1)), every employee is entitled to and shall be granted up to ten (10) days of bereavement leave in the case of death of the employee's spouse or common-law partner, the employee's father and mother and the spouse or common-law partner of the father or mother, the employee's children and the children of the employee's spouse or common-law partner, the employee's grandchildren, the employee's brothers and sisters, the grandfather and grandmother of the employee; the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides or as approved by the Employer (as per Section 33(1) of the CLC).

Employees who have worked three (3) consecutive months are eligible to obtain pay for the first five (5) days of bereavement leave.

An employee shall be granted a maximum of three (3) working days bereavement leave without loss of pay or benefits, in the case of death of an aunt, grandparent-in-law, uncle, niece, or nephew, or step equivalent as appropriate, or as approved by the Employer.

When an employee is required to assist as a pallbearer, one (1) day's leave shall be granted without loss of pay. In the event that the funeral is held in excess of 500 km from the Port of Johnstown boundary one (1) extra day will be granted.

Bereavement leave may be taken in 1 or 2 periods starting the day on which the death occurs and ending 6 weeks after the date (the latest of the days) of the:

- funeral
- burial, or
- memorial service

The *Canada Labour Code* establishes minimum requirements. If a policy or arrangement exists providing better protections, the most favorable provisions apply.

# Positions and Classifications

## 1. Job Classifications

A wage and salary grid shall be established for all positions based on the job classification for that position.

Classification describes the process of measuring a job's value based on the skill, effort, responsibility and working condition requirements of a position within an organization. Reclassification occurs when the existing classification level is adjusted as a result of changes to the skill, effort, responsibility or working condition requirements of a position.

Request for Reclassification is the process followed, as described below, when the incumbent or their supervisor believes that there has been a relatively significant change in the skill, effort, responsibility or working condition requirements of a job. A Request is submitted when it is reasonably expected that this change in job requirements will be on an on-going, rather than an acting or temporary, basis. Request for Classification Review forms can be obtained from the GM.

### *Procedure - Existing Positions*

Non-union job classifications may be reviewed upon request. Employees may request a classification review by approaching their immediate Supervisor. The Supervisor will make a determination as to whether a classification review is merited and will discuss the matter with the GM. Only those approved by both the appropriate Supervisor and GM will proceed to the next step.

A Supervisor may request a classification review without the support of the affected employee(s). A Request for Classification Review form and current and proposed organization chart must be submitted to the GM.

Requests for Classification Review will be considered by the GM. Where responsibilities have been removed from another position's job description and added to the new job description, both positions will be considered for potential reclassification.

In the event the GM supports the job reclassification, it will be brought forward to the Port Management Committee and Council for approval.

### *Impact on Salary*

To maintain internal and pay equity in accordance with federal legislation, all employees are normally paid within the salary range tied to the classification level of a job. That is, employees will be paid at least the minimum of their salary range and will not be paid

greater than the maximum of their salary range. This goal will be achieved by implementing adjustments as described below.

Should the reclassification of a position result in placement in a higher classification level, the following will apply:

- In the event an employee is not currently earning the maximum salary in their range, the employee will be placed at the step in their new salary range which is at least equal to or greater than their current salary plus an increment at their current level.
- In the event an employee is currently earning the maximum salary in their range, the employee will be placed at the step in their new salary range which is closest to but greater than their current salary.

Should the reclassification of a position result in placement in a lower classification level, the following will apply:

- Employees whose current salary is greater than the maximum of the range of the level which applies to their position will be 'red-circled'. Such employees will not be eligible for future general increases which may be approved by the employer, until the maximum for their new range exceeds their current salary. At this time they will be placed on a grid step and will be eligible for regular increases.
- Employees whose current salary is less than the maximum of the new range will continue to receive any general increase which may be approved by the employer. On their next increment date they will be placed on the next highest grid step in their new level. Normal incremental increases will then apply.

In the event of higher or lower reclassification, the increment date for employees will be revised to be the same as the date the Request for Reclassification was submitted.

The Employee will be advised in writing of the outcome of the classification review process.

### *Appeal Process*

If an employee wishes to appeal the outcome of a job classification review, they will follow the process outlined in 'Standards of Conduct'. All requests should be submitted within 30 days of receipt of the letter advising of the outcome of the Classification Review. The employee will be advised in writing of the outcome of the appeal.



### *Procedure - New Positions*

All new positions will be classified by the GM and may be reviewed not earlier than six months following incumbency. Requests for Reclassification will follow the procedure outlined above.

## Recruitment and Selections

The current employees shall be given opportunities for personal and professional development in conjunction with recruitment objectives.

The recruitment process will:

- Provide a consistent, effective, efficient, fair and equitable application of recruitment procedures in hiring the most suitable candidates and will incorporate best practices into the staffing function through the use of contemporary and objective methodology, procedures, strategy and skilled interview teams.
- Be based on bona fide occupational/job requirements and will be free from discrimination on grounds outlined in the Canadian Human Rights Act and the *Accessible Canada Act*.
- Promote the Port through the professional treatment of all job candidates and excellent customer service experience.
- Ensure appropriate documentation is in place and appropriate processes have been followed to support staffing decisions.
- Foster good employee relations concerning staffing matters through appropriate interpretation and application of provisions as they relate to staffing.
- Include notification to employees and the public about the availability of accommodation for applicants with disabilities throughout the recruitment and hiring processes.

### 1. Employment Eligibility

#### *Hiring of Relatives of Employees*

Immediate relatives of an existing employee, (i.e., parent, son, daughter, brother, sister, wife or husband, declared common-law spouse or relatives by spousal relationship) shall not be considered for employment by the Port.

No member of an interview/hiring committee will be a relative of any candidate interviewed for a position with the Port.

#### *Citizenship Requirements for Employment*

Successful applicants must be legally entitled to work in Canada.

## 2. Job Posting and Advertising

### *General*

The GM, in consultation with the respective Department Head or assigned designate, will co-ordinate all job postings/advertisements. The GM will ensure completeness and accuracy of job postings, as well as consistency with the requirements of the Canadian Human Rights Act, *Accessible Canada Act* and other applicable statutes or regulations.

Job postings and recruitment advertisements list the position title, classification and salary range, working location of the position, major responsibilities and qualifications required for the position.

Postings may be issued both internally and externally simultaneously or consecutively as deemed appropriate by the Department Head in consultation with the GM.

### *Confidentiality of Applications*

External candidate applications are kept confidential from their current employers unless otherwise authorized by the candidates.

Internal candidate applications from interested employees are welcomed and encouraged. Those who wish to apply are required to do so in accordance with the job posting. All internal applicants are either interviewed or advised why they will not be interviewed for the positions.

### *Employment Interviews*

The GM, Department Heads or Supervisor shall schedule dates, times and locations for meeting with the candidate selected for interview.

Interviews shall be conducted under the auspices of the Department Head and/or assigned designate(s). A panel of at least two interviewers is required to conduct candidate interviews.

- The GM and assigned designated personnel interview candidates for Department Heads.
- Middle Management and Supervisors are interviewed by the Department Head, and the GM.
- Candidates for other positions are interviewed by the respective Supervisor, Department Head and the GM or assigned designate for all permanent positions.

### *Accessibility and Accommodation for Interviews*

The Port is an inclusive employer who encourages applications from persons with disabilities and will offer reasonable accommodations throughout the recruitment and selection process for those who self-identify as requiring accommodations for reasons related to disability.

### *Reference Checks*

Employment references are to be conducted by the appropriate Department Head or a member of the interviewing group only after consent to contact references has been provided by the candidate.

No employee should be hired until employment reference information has been obtained from at least two reliable, work-related references, ideally from previous supervisors. In the case of candidates who have been self-employed or have no previous employment experience and therefore cannot provide current employer or supervisor references, references will be sought from third parties that possess significant knowledge of the candidate's current skills and abilities.

### *Conditions of Employment*

All employees shall conduct themselves in accordance with the Port of Johnstown's Code of Conduct for Employees.

### *Criminal Records Check*

Upon hire, all employees, regardless of age, must provide a Criminal Record Check, at their own expense, which yields satisfactory results.

### 3. Offer and Acceptance of Employment

#### *Offer of Employment*

Upon receiving appropriate notification from the applicable Department Head, the GM will issue a written Offer of Employment Letter and Employment Agreement to each employee who has been selected for a non-union position. The employment agreement and letter of offer provide confirmation of various terms and conditions of employment, including:

- Commencement date or fixed period of employment.
- Title and nature of the position.
- Salary information in accordance with the established pay grid.
- Benefits (confirmation of enrolment in group benefits and any applicable waiting period, vacation leave, sick pay) if applicable.
- Work schedule/hours of work.
- Probationary period.
- Requirements for Satisfactory Results from Criminal Record Check
- Successful candidates will be informed that the Port has an accommodation process in place and provides accommodation for employees with disabilities.
- OMERS

The employee must sign one copy of the Offer of Employment Letter and Employment Agreement to verify their acceptance of the position and must return the signed copy to the GM for placement in the employee's personnel file. A copy of the offer letter and Employment Agreement will be provided for the employees' personal records.

#### *Employee Personal Data*

All new hires will be provided with the applicable forms for completion as part of the onboarding process. It is the employee's responsibility to ensure that the Port has current information concerning their personal status. The employee must advise the Office Manager as soon as possible of any change in marital status, address, telephone number or beneficiaries. Such changes are incorporated into the employee's personnel file, and on such payroll deductions and benefit registration forms, as required.

# Onboarding and Orientation of New Employees

## 1. Onboarding, Orientation, and Appraisals

### *General*

The orientation of a new employee is the responsibility of the Port and is one of the most important departmental functions. The information outlined in this Policy is intended to assist Supervisors and/or Department Heads in delivering an employee orientation program and should be provided to every new employee.

### *Induction of New Employees*

As soon as possible commencing employment, a new employee will be contacted by their Department Head or assigned designate to provide information needed for the employee to complete onboarding and orientation requirements, dependent upon the position hired for, such as:

- Login credentials for the applicable programs
- Documentation pertaining to the Ontario Municipal Employees Retirement Savings (“OMERS”) pension plan.
- Documentation pertaining to the benefit plan, waiting periods, coverages and enrollment information.

### *Employee Orientation Goals and Process*

The orientation process takes place as soon as possible after the commencement of employment. Employees are expected to complete all orientation and training requirements.

The goal of the orientation process, as facilitated through the Supervisor, Department Head and/or the GM is to equip the new employee with a thorough understanding of the terms of their employment including:

- The probationary period.
- A thorough understanding of their position, its purpose, services and objectives.
- An explanation of their job duties and performance standards, a copy of their position description, and an outline of the criteria that will be used to evaluate their performance.
- The salary rate payable and method of payment.
- The benefit entitlements and enrollment policies and procedures.
- The personnel administration policies related to working conditions, standards of conduct, vacation and leaves, complaint procedures, and personal development opportunities.

- The organizational structure and reporting relationships and departmental functions.
- Health and safety information and requirements.
- An introduction to co-workers.
- A tour of the physical workplace including locations of other departments, washrooms, lunchrooms, exits, and other health and safety information.

The Department Head or assigned designate must monitor the completion of all new hire policies and guideline sign offs and training requirement and forward all confirmations of completion to the Office Manager.

### *Individual Accommodation Plans*

Requests for individual Accommodation Plans, if applicable, must be submitted to the GM as soon as possible upon commencing employment or prior to the commencement of employment.

## **2. Probationary Period**

### *General Policy*

All new employees are required to serve a three (3) month period of probationary employment. The purpose of probationary employment is to confirm the employee's skills in performing their duties and their ability to adjust to the working environment. It is also intended to assist the employee in identifying the strengths and gaps in their job performance and to develop remedial strategies, if necessary.

### *Probationary Performance Appraisals*

A probationary employee receives a formal performance appraisal prior to their probationary period ending, at which time a decision is made about continued employment of the employee. At the discretion of the Department Head, additional counseling, with documentation, may occur during the probationary period.

When the probationary performance of the employee does not meet the standards that are required, the employee may be terminated at the discretion of the GM after a full review of the employee's performance and appraisal.

### *Probationary Performance Appraisals of Promoted Employees*

Promotion is the appointment of an employee to a new or vacant position requiring increased competency and responsibility. Promotion is based on educational qualifications, experience and an evaluation of the employee's ability to meet the requirements of the new position.

Should a promoted employee not successfully complete the probationary period, the Corporation shall have the option to:

- dismiss the employee, given just cause; or
- return the employee to the position which they occupied prior to the promotion, if still available.

The GM must be consulted where a promoted employee does not successfully complete the new probationary period.

### *Extensions to the Probation Period*

The Department Heads have the authority to require up to one extension of the probation period for further consideration of any new incumbent in consultation with the GM. Completion of the Performance Improvement Plan ("PIP") will be required which will include steps to be taken to improve performance and the status of progress during the extension.

If performance is still unsatisfactory at the end of the extension, the GM must be advised and consulted regarding termination of employment.

### *Employee Performance*

The performance of all employees will be evaluated according to the strategic objectives and expectations of the Port. The performance of an employee is formally reviewed and evaluated by their supervisors near the end of the probationary period and is discussed at least annually thereafter. It is the expectation that issues and concerns are addressed in the moment throughout the calendar year. Prior to the end of June, in each calendar year, provided employee performance exceeds expectations, employees may be eligible to move across on the salary grid upon supervisor recommendation and GM approval.

All pay increases (either a step movement or annual adjustment) require at least satisfactory performance. Employees with performance issues may have their pay increase (step movement or annual adjustment) held back and a performance improvement plan ("PCM") implemented.



In an effort to continue to motivate employees who are currently paid at the maximum salary in their range, in the event of exceptional performance, the employee will be eligible to receive a lump sum bonus equivalent to the amount of an increment.

# Compensation

## 1. Salary Plan General Policy

The Port is committed to compensating employees at a level that recognizes the skills required to perform the job and the experience each employee brings to the job.

The priority is to strive for:

- Internal equity.
- External equity and competitiveness.
- Statutory equality.
- Pay for performance and results.

### *Salary Administration*

Salaries shall be determined in accordance with the Salary Pay Grid as approved and amended from time to time by Council. All salaried employees are paid according to salary ranges based on an hourly rate.

### *Individual Pay*

Initial placement within a salary grid will be at the discretion of the GM who will take into consideration the competencies an employee brings to the job, as well as current market conditions. Annually, employees are eligible to receive salary increases, also known as increments, until they reach the maximum salary on the grid. Eligibility for increments is subject to the employee's annual performance. Increments are normally effective July 1st.

Annually, the salary grid shall be adjusted to reflect cost of living, based on the OMERS pension annual inflation increase. The Cost-of-Living Adjustment (COLA) will be effective January 1st of each calendar year. Approval from Council will be by resolution and shall not require an amendment to this by-law.

### *Grid Adjustments*

Council is responsible, on the advice of the GM and CAO, for determining annual adjustments to be made to the overall salary grid. Adjustments will be guided by the general trends in municipal and federally regulated Port salaries, the Consumer Price Index, general economic trends in the area, general labour market and other economic indicators. Annual adjustments which are approved by Council will be applied to the entire Salary Pay Grid. Adjustments will usually be expressed as a percentage of current rates.

Unless altered by Council, all Salary Pay Grid adjustments are effective January 1 of a given year. Any employees on leave of absence without pay will receive any annual adjustment effective the date that they actively return to work.

The GM, in consultation with the Township CAO may, at any time, deem that a special review of a particular salary range is required due to compression caused by either market pressures or position movement within the salary grid (e.g., an insufficient differential between the employee's and the Department Head or Supervisor's pay rates after a new hiring). The GM and CAO will recommend any revisions to Council for approval.

### *Pay Periods*

Payments for employees are calculated and issued on a bi-weekly basis. Payment is issued via direct deposit in the employee's bank account. The use of this payment method is authorized in writing by each employee and is a condition of employment.

## Training and Development

It is the general philosophy to provide all employees with suitable and appropriate professional development opportunities ideally cited through the performance planning and review process. Employee training and development benefits both the Port and its employees and contributes to productivity and effectiveness.

The Port will invest funds in training and development as an encouragement to employees who wish to broaden their knowledge base. The Port will also invest funds in employees who need to take training to address skills that are lacking to perform their current responsibilities. The Port will provide accessible career development and advancement opportunities for employees with disabilities. Training and development must be relevant to the work situation and the purposes of the Port.

### 1. Approval of Training and Development

Department Heads and/or the GM are responsible for approving employee requests for training and development and reimbursement of the following costs:

- Registration fees.
- Transportation costs.
- Books and training aids.
- Accommodation and meals.

Employees may be held responsible for all related fees and associated costs for second or subsequent training.

From time to time, the Department Head and/or the GM may recommend an educational program for employees which will benefit their work performance and is specifically job-related. In those instances where the Department Head and/or the GM direct an employee to attend an educational program, the Port will cover all related expenses.

### 2. Types of Training and Development

#### *Duty Assignments*

When employees are directed to take training as the result of performance or to be briefed on new technology, systems, policies, legislation all costs, including travel and accommodation will be borne by the Port and approved by the respective Department Head and/or the GM.

### *Part-time Course*

All training and development must have a demonstrated benefit to the Port and is subject to available funding. Employees may initiate training and development by applying to their Department Head and/or the GM. The employee will provide information about the training program, its contents and outcome, duration, location and cost, and will demonstrate how the training will benefit the Port.

### *Professional Accreditation*

The Port encourages continuous professional development and accreditation in areas which add value, or where such brings professional credibility to the programs and services that the Port provides. To that end, where approved funding exists, staff are encouraged to participate in continuous professional learning and development programs with the goal of furthering their skills and attaining professional accreditation, provided that, in the opinion of the GM there is a value to the Port in doing so. The same shall apply for professional memberships. The foregoing does not apply where accreditation or certification is a statutory or regulatory requirement, in which case the Port will budget and pay for continuous professional learning and accreditation or certification.

## Benefits

The Port of Johnstown recognizes the importance of its employees' health, welfare and development and provides an excellent benefit program. It strives to make employment its employees beneficial, both personally and professionally.

### *Group Life, Extended Health, Medical Insurance, Dental Benefit Coverage*

Health and welfare benefits coverage will be available to permanent full-time salaried employees, following a three-month waiting period (waiting period is defined as a period of continuous active employment). Benefits included are Life Insurance, Dependent Life Insurance, Accidental Death & Dismemberment, Short Term Disability, Long Term Disability, Dental Care, Extended Health Care and Employee Assistance Program (EAP). Waiving of the waiting period is subject to GM approval.

The Benefits Plan is explained in the Benefits Booklet provided by the Benefit Carrier and is available from the Office Manager.

In the case of absence for illness or disability, the Employer's contribution will be paid to the above plans for a maximum of one (1) year from commencement of absence. Thereafter, the employee may pay the full premiums through the Employer. In the event of death of an employee, the Employer shall continue to pay the required premiums for the survivor and his dependents for six (6) months.

### *Orthodontic or Major Restorative*

The Employer will provide a one-time payment of \$1000 (one thousand dollars) per employee towards major restorative, dentures or orthodontics for the employee or a family member upon proof of expenses incurred.

### *Vision Care*

The Employer will pay up to **\$500** (five hundred dollars) per twenty-four month period for the purchase of prescription glasses (not including sunglasses) and contact lenses upon proof of expenses incurred. For dependent children under the age of eighteen (18) years, the Employer will pay up to three hundred and fifty dollars (\$350.00) for each twelve (12) month period.

### *Pension Plan – OMERS*

All full-time permanent employees are required to join the Ontario Municipal Employee Retirement System ("OMERS") Pension Plan and make the required contributions jointly

with the Employer upon commencement of employment. The pension plan is integrated with Canada Pension Plan and deductions governed by legislation.

Part-time and temporary/fixed-term employees are eligible to contribute to OMERS in compliance with OMERS plan administration and Pension Benefits Act (“PBA”) requirements. Other than continuous full-time members may include short-term, casual, temporary, seasonal, student, part- time, ten-month contract employees.

### *Workers’ Compensation*

Workers’ Compensation benefits are governed by the Workplace Safety and Insurance Board (“WSIB”). Benefits may be available through Workers’ Compensation or WSIB to an employee unable to perform duties due to a work-related injury, disability or illness.

Employers who suffer from any injury, disability or illness due to a work-related situation must report it to their supervisor immediately. An employee who does not report accidents, injuries and work- related illnesses immediately may become ineligible for Workers’ Compensation. Workers’ Compensation entitlements are not affected by probationary timelines.

### *Employee Protective Clothing & Footwear*

Each employee will be paid a **\$500** (five hundred dollars) clothing **and boot** allowance per year payable in December of each year provided the employee has completed an unbroken twelve months' employment in the year. Employees with broken service in the year shall be paid that proportion of the clothing allowance equal to the number of months worked that year. The Employer shall supply gloves, safety glasses, prescription safety glasses (as required) and safety hard hats if required by the employee's duties.

## **Standards of Conduct and Progressive Corrective Measures**

### **1. Standards of Conduct**

Codes of Conduct are designed to identify standards of behaviour that the Port and prevailing legislation expect employees to observe and maintain. Such standards are designed to protect employees, provide for their safety and to guide their relationship with the employer, fellow workers and the public. Every employee is responsible for following the Port of Johnstown’s Employee Code of Conduct.

## 2. Disclosure of Hindrance to Employee Performance

The disclosure of any hindrance to an employee's performance is related to everyday ethics and health and safety. It covers situations and circumstances, whether current or pending, that may impair, interrupt or prevent employees from performing their duties. For employees' own protection and out of general courtesy to the Port, employees are required to disclose such situations immediately on becoming aware of them. These situations may include such examples as an illness, medical condition, personal injury on or off the job, family problems, legal obligations, conflict of interest, harassment, personal conflicts, theft or damage to corporate property or equipment, workplace health and safety concerns or deterioration of equipment.

Any employee should advise their Department Head or the GM if such a situation arises so that corrective measures can be taken, and confidence restored. All disclosures will be kept in strict confidence. Failure to disclose hinderance to performance could result in the provision of progressive corrective measures, up to and including termination.

## 3. Workplace Violence, Harassment and Discrimination

Please refer directly to the Port of Johnstown Violence and Harassment in the Workplace Policy.

## 4. Progressive Corrective Measures

Employees are required to abide by all approved policies and procedures. Department Heads and/or Supervisors are available to clarify standards of conduct as well as provide training in regard to job-specific requirements.

Failure to abide by any workplace requirement, including all policies and legislative requirements, may result in progressive corrective measures up to and including termination.

### *Suspension with Pay*

In the case of a serious misconduct, where immediate action is required, a Supervisory may remove an offending employee from the workplace and place them on "suspension with pay (administrative leave)" pending investigation of the incident.

The suspension with pay will allow the Supervisor to consult with the GM and will provide an opportunity to investigate further.



### *Conflict Management*

The Port is to provide fair and consistent treatment to all employees. The Port takes pride in providing the best we can offer to our employees in benefits, pay and working conditions. The GM feels that fair treatment of its employees is essential and includes an “open door” communication approach to the concerns of its employees.

All employee suggestions and concerns shall be given full and fair consideration with an assurance that there will be no discrimination against any employee who identifies a problem or concern. It is in the best interests of the Corporation and employees that concerns are resolved.

### *Chain of Command*

Employees with complaints or concerns shall first discuss it with their immediate Supervisor(s) as soon as possible. If satisfaction is not obtained at this level, the employee should then refer the issue to the next person in authority, the Department Head, the GM, the Township CAO, the CEO (Mayor), Port Management Committee, and Council in that order. The steps are to be followed in sequence allowing sufficient time for a response to be provided.

### *Layoff and Termination of Employment*

Termination of employment is defined as a separation from employment with the Port, either voluntarily or involuntarily. Regardless of a cause of the employee’s employment termination (e.g., acceptance of other employment, retirement, death, ill health, personal reasons or terminated with or without just cause), the circumstances surrounding the action must be treated in a confidential and professional manner by all parties involved.

### *Resignation*

Employees are required to give at least the minimum length of notice of resignation as specified within their Employment Agreement(s); however, as much advance notice as possible is preferred.

Advance notice allows the Port to recruit and train a suitable replacement with as minimal impact to service as possible. Resignations are considered voluntary terminations of employment.

The GM must be notified of the resignation as soon as possible and shall, in consultation with the Office Manager administer the cessation of all employment benefits in

accordance with legislation, benefit carrier guidelines and pension administration guidelines.

### *Termination*

The GM may terminate the employment of an employee with or without just cause. The amount of notice or pay in lieu of notice provided to any employee whose employment is being terminated will be in accordance with the Canada Labour Code. The CAO must be consulted prior to the termination of any Department Head employee.

Either working notice or payment in lieu of notice, which incorporates the statutory notice requirements under the Canada Labour Code, will be provided.

The Office Manager shall administer the cessation of all employment benefits in accordance with legislation, benefit carrier guidelines and pension administration guidelines.

## Confidentiality

Employees have access to confidential information because of their employment with the Port.

Employees are required, as a condition of their employment to ensure that the Port's information pertaining to customers, employees or other Port business that they acquire in the performance of their duties, is held in strict confidence. This includes, but is not limited to, financial records, customer histories, accounting systems and programs, training and operation manuals, electronic and digital data access, comparable software documents or software programs and any other information regarding the Port. Any information relating to ownership, operation or management, which has been or may be disclosed to the employee is confidential, proprietary in nature and of value to the Port. It is a condition of initial and continuing employment for all employees that they abide by this confidentiality.

Violation of confidentiality may result in disciplinary action up to and including termination.

## Schedule A – Job Classification & Salary Grid

Non-Union 40-HRS							
Pay Band	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Range
8	\$71.99	\$75.59	\$79.37	\$83.34	\$87.50	\$91.88	\$149,739 - \$191,110
7	\$60.07	\$63.07	\$66.22	\$69.53	\$73.01	\$76.66	\$124,946 - \$159,453
6	\$52.57	\$55.20	\$57.95	\$60.85	\$63.90	\$67.09	\$109,346 - \$139,547
5	\$45.07	\$47.32	\$49.69	\$52.17	\$54.78	\$57.52	\$93,746 - \$119,642
4	\$37.56	\$39.44	\$41.41	\$43.48	\$45.66	\$47.94	\$78,125 - \$99,715
3	\$30.06	\$31.57	\$33.15	\$34.80	\$36.54	\$38.37	\$62,525 - \$79,810
2	\$22.57	\$23.69	\$24.88	\$26.12	\$27.43	\$28.80	
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