

Town of Truro – Policy & Procedure Manual

Subject: Policy & Procedure Manual for Non-Union Personnel
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OUR AIM

The Town of Truro is a progressive employer and continuously strives to be an employer of choice.

The Town of Truro is not only a place of employment providing services to residents, but also where collegial relationships support excellent service delivery.

The elected officials and staff of the Town of Truro consider trust, openness, and pride to be important, co-operation and accountability to be valued, and participation and innovation encouraged.

ORGANIZATION VALUES

Town staff have the unique responsibility of ensuring that municipal services are provided to the residents of the Town of Truro. As such, services are delivered:

- Promptly;
- with a positive attitude that reflects our commitment to a healthy, safe, and supportive workplace;
- with respect and appreciation for our customers/residents/stakeholders.

The Town of Truro is committed to maintaining a healthy, safe, and supportive workplace that values diversity where all people are treated with respect and dignity. It is the right of all employees to work in an environment free from harassment, sexual harassment, violence, and discrimination. Harassment, sexual harassment, and discrimination are all violations of the *Human Rights Act*, and the Town will take all reasonable and necessary steps to ensure the workplace is free from harassment, sexual harassment, and discrimination.

DEFINITIONS

TOWN	means the Town of Truro
COUNCIL	means the Council of the Town
CHIEF ADMINISTRATIVE OFFICER	means the administrative head of the municipality and Council's principal advisor
DEPARTMENT HEAD	means an employee responsible for the proper and efficient operation of a designated Department of the Town
SENIOR STAFF	Chief Administrative Officer and Department Heads
EMPLOYEE	means an employee of the Town of Truro not otherwise covered by a collective agreement
SUPERVISOR FOR UNION EMPLOYEE	means an employee of the Town of Truro that manages unionized employees covered by a collective agreement
PERMANENT FULL TIME EMPLOYEE	means an employee working on a regular and full-time basis with the Town of Truro, and who works a normal forty (40) hour work week, or an agreed upon variation.
PERMANENT PART-TIME EMPLOYEE	means an employee working on a regular part time basis with the Town of Truro, and who works less than the normal forty (40) hour work week, but on a fixed schedule.
TEMPORARY/TERM EMPLOYEE specific	means an employee who has been hired for a task or term with the Town of Truro but is not entitled to any of the employee benefit provisions of this Personnel Policy unless specified in the agreed upon terms of employment.
CONTRACT EMPLOYEE	means an employee whose services have been engaged with the terms and conditions set out in a specific contract document
HARASSMENT	any behavior that demeans, humiliates, or embarrasses a person, and that a reasonable person should have known would be unwelcome (Nova

Scotia Human Rights Act)

SEXUAL HARASSMENT

includes offensive or humiliating behavior that is related to a person's sex, as well as behavior of a sexual nature that creates an intimidating, unwelcome, hostile, or offensive work environment, or that could reasonably be thought to put sexual conditions on a person's job or employment opportunities (Canadian Human Rights Act).

1. INTRODUCTION

- 1.1 A Personnel Policy is hereby established to provide a uniform, fair, and effective system of personnel administration for all the Town of Truro employees (exclusive of Fire, Public Works, Parks and Recreation, and Police employees covered under separate collective agreements or individual contracts) and a mutual understanding amongst the Town Council, Chief Administrative Officer, Department Heads and supporting staff members.
- 1.2 The Policy contains four primary objectives:
 - 1.2.1 To ensure that the provisions of this Policy are consistent with established principles of personnel management and, where necessary, Federal and Provincial Statutes.
 - 1.2.2 To ensure that the policies are fair to both employer and employee and that adequate protections are provided for the interest of both parties.
 - 1.2.3 To provide employee benefits at a level that will enable the Town to maintain a competitive position in the labor market.
 - 1.2.4 To fill all vacant positions with the best qualified, available applicants without regard to characteristics outlined in the Nova Scotia Human Rights Act.
- 1.3 This Policy will be reviewed and revised, if necessary, at a minimum every two years.

2. ADMINISTRATION OF THE PERSONNEL PROGRAM

- 2.1 The Chief Administrative Officer (or his/her designate) shall be responsible for directing and coordinating the personnel activities of the Town, including the following:
 - 2.1.1 Preparation of position classifications, salary grids, and the administration of such grids.
 - 2.1.2 Recruiting, testing, selection and hiring of all employees.
 - 2.1.3 Approval of the appointment, promotion, demotion, transfer, discipline, suspension, or discharge of any employee.
 - 2.1.4 Development, supervision, and maintenance of all departments including forms and procedures.

- 2.1.5 Maintenance of a personnel file for each employee. The file will list the employee's name, title, job description, department, salary, change in employment status, attendance record, disciplinary record, performance reviews and other pertinent information. An employee's personnel record is confidential and shall not be disclosed except to the extent required for the proper administration of the Town or as required by law. Any employee shall have the right to view his/her own record with verbal or written notice to his/her Department Head.
- 2.1.6 Administration of the employee benefits program.
- 2.1.7 Administration of the personnel policy, including employee grievance procedures.

3. RECRUITMENT, APPLICATION AND SELECTION

3.1 Vacancies

3.1.1 When a new position or vacancy in the Town is to be filled, the Department Head shall notify the Manager of Human Resources to declare the vacancy. It will be the responsibility of the Manager of Human Resources to ensure notice of such new position or vacancy is placed on all bulletin boards in the buildings where Town employees work and on the Town website (www.truro.ca) under the employment category. The posting will normally contain the position title, position summary, specific requirements, and closing date for applicants.

3.1.2 All new positions or vacancies may be filled by one of the following methods:

- internal candidate search and competition.
- a simultaneous internal and external candidate search and competition.

(The method of filling a new position or vacancy will be in accordance with the Standard Hiring Procedures).

3.1.3 Job advertisements may be placed in a newspaper circulating in the local or regional area, and a copy may be forwarded to the Human Resources Skills Development Canada Office and a copy shall be placed on the Town of Truro Facebook and twitter accounts in accordance with the Town of Truro Affirmative Action Policy and the Standard Hiring Procedures.

3.1.4 The job advertisement shall specify the job title, description, required qualifications, closing date and may indicate the salary range. All job postings shall state: *"The Town is an equal opportunity employer"*.

3.2 Application for Employment

- 3.2.1 All persons requesting employment shall submit an application for employment and/or a pertinent resume to the Manager of Human Resources.
- 3.2.2 The Manager of Human Resources will distribute the applications to the Head of the Department in which the vacancy occurs, and the Department Head shall short list candidates for job interviews from among the applicants.
- 3.2.3 All interviews for the vacant position will be conducted by the Manager of Human Resources and the Head of the Department or designate in which the vacancy occurs along with such other personnel as determined by the Manager of Human Resources and the Head of the Department.
- 3.2.4 Upon the completion of all interviews, the interview board shall consider the factors set out in subparagraphs 3.3.2, 3.3.3, and 3.3.4 and shall recommend to the Department Head the appointment of an applicant.
- 3.2.5 Where the vacant position is for the Director of a Department applications will be reviewed , interviews held and a recommendation made by an Interview Board consisting of the CAO, Manager of Human Resources, a Council member, and a citizen representative.

3.3 Appointment of Applicants

- 3.3.1 The Chief Administrative Officer and/or Department Head shall consider the recommendation of an interview board and the factors set out in subparagraph 3.3.2, 3.3.3, 3.3.4 and subject to 3.3.5, may appoint the recommended candidate, direct further candidate searches, or decline to fill the position.
- 3.3.2 Appointments will take into consideration each applicant's qualifications, ability, education, employment history, job-related knowledge, skills, suitability, and fitness for the position (if applicable).
- 3.3.3 When testing is used a pass mark will be identified prior to the commencement of the testing process.
- 3.3.4 The Town is an equal opportunity employer and has a policy of no discrimination in the hiring process on any basis prohibited under the *Nova Scotia Human Rights Act*.
- 3.3.5 All appointments of Department Heads are the responsibility of the Chief Administrative Officer.
- 3.3.6 Offers of employment are to be made in writing or via e-mail and a written

or e-mailed acceptance is required. There will be a deadline for acceptance of an offer of employment, with at least five (5) days to accept or decline.

3.3.7 If the candidate declines the offer, the board will review existing short-listed candidates for alternate choices. However, the Department Head and/or the interview board may choose to re-post the position at their discretion.

3.4 Notification of Applicants

A reasonable effort will be made to notify all applicants interviewed for the position by mail, phone, or email, as soon as possible, after the vacancy has been filled.

3.5 Probationary Period

A successful applicant will be on probation for a period of at least six (6) months but may be extended by the Department Head, to determine suitability for permanent employment with the Town and may be discharged if found to be unsuitable. The employee will have at least one performance review within the six (6) month probationary period. The performance review will be completed by a supervisor on a Probationary Employee Report, as per the Performance Appraisal Policy. Upon successful completion of the probationary period, the probationer will become a permanent employee.

3.6 Contract/Term Employee

A successful applicant, hired as a contract or term employee, will be subject to the terms and conditions outlined in the specific contract or term of employment document.

3.7 Confidentiality

Every full time, part time, permanent, term, or contract employee of the Town will maintain strict confidentiality with respect to information obtained during their employment with the Town and sign a Declaration of Confidentiality on their first day of employment. (Appendix A)

3.8 Personnel Policy

It is the responsibility of every full-time, part-time, permanent, term, or contract employee of the Town to read the Personnel Policy or their contract terms and seek clarification on any aspect of the document as required.

4. WORK SCHEDULE

4.1 Work Week

The normal work week shall consist of five (5) consecutive, eight (8) hour days Monday through Friday.

4.2 Workday

The normal workday shall consist of eight (8) working hours, as determined by the Department Head and/or Chief Administrative Officer.

4.3 Workday Breaks

A normal eight (8) hour workday shall include a one-hour lunch period and two (2) fifteen-minute breaks, subject to application of 4.2.

4.4 Variation from Normal Work Schedule

The Department Head, in consultation with the employee and Manager of Human Resources, and with the approval of the Chief Administrative Officer, may vary the normal work schedule for any employee.

4.5 An employee that manages a unionized workforce shall adopt the work schedule of that union, subject to approval by the Department Head or Chief Administrative Officer.

5. OVERTIME

5.1 Before any overtime hours are worked by any employee, such overtime shall be authorized by the Department Head or designate concerned.

5.1.1 Hours worked in excess of forty (40) hours per week, shall be constituted as overtime. Overtime will be recorded at straight time and compensated as Time-In-Lieu. Compensation for overtime worked by a Supervisor of unionized employees shall be determined by the Department Head in consultation with the Manager of Human Resources.

5.1.2 In computing overtime, a period between fifteen (15) and thirty (30) minutes shall be counted as one-half hour, and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one hr.

5.1.3 An employee may not have more than 40 hours in their Time-In-Lieu Bank. Whenever an employee has accumulated more than 40 hours, they are to take time off within a reasonable period of time. An employee may not earn more than 80 time-in-lieu hours in one calendar year. For special circumstances, a Department Head may request approval from the Chief Administrative Officer for an exception.

5.1.4 Subject to documentation and approval by the Chief Administrative Officer, if a Town employee is normally entitled to time-in-lieu for overtime worked, that employee will be paid for overtime hours worked, where those overtime hours and pay are determined to be eligible recoverable expenses under the Federal Disaster Financial Assistance Program, and the Town will be reimbursed for the overtime paid.

6. ACTING PAY

6.1 At the commencement of the sixteenth (16) consecutive working day, where it is necessary for an employee to temporarily fill the position of a Department Head, the Chief Administrative Officer may approve additional remuneration, not to exceed 10 % of the salary, an amount which would result in the gross salary of the acting employee not exceeding that currently being paid to the Department Head involved, and such pay may be retro-active to the first day.

7. PAYDAY

7.1 Employees will be paid on a bi-weekly basis every second Thursday for hours worked up to and including the Tuesday of that week.

7.2 When a payday falls on a holiday, payment will be made on the last prior banking day.

8. PAID HOLIDAYS

8.1 All employees covered by this Agreement shall be granted the following as paid holidays:

1. New Year's Day
2. Heritage Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. 1st Monday in August
8. Labour Day
9. National Day for Truth and Reconciliation
10. Thanksgiving Day
11. Remembrance Day
12. Four (4) hours in the afternoon of December 24 (or if December 24 falls on a Saturday or Sunday, four (4) hours in the afternoon on the preceding Friday), unless the Town requires some employees to work due to weather conditions or an emergency (as defined in Article 2.03), in which case:

- a. all those employees who are not required to work to deal with the weather conditions or an emergency, will be granted four (4) hours as a paid holiday; and

- b. when the weather conditions or emergency no longer requires work, those employees who did work shall be granted the remainder of the afternoon of December 24 as a paid holiday.

13. Christmas Day

14. Boxing Day

15. Any other day proclaimed as a holiday applicable to the Town of Truro by the federal, provincial, or municipal government.

8.2 Holiday pay for shift workers

An employee who works a regularly scheduled shift on a holiday will receive additional pay at straight time for the number of hours worked. The employee may request equivalent time off in lieu of pay at the discretion of the supervisor.

9. SICK LEAVE

9.1 Sick Leave shall be granted to an employee who, through illness, is unable to perform his/her duties. The Town reserves the right to investigate any reported illness or injury of an employee. The Town shall have the right to such medical reports and records respecting an employee claiming sick leave benefits as are reasonably necessary to evaluate the claim, provided that copies of all such reports or other information obtained by the Town shall be given forthwith to the employee concerned. Sick leave shall include, but not be limited to , absence for medical appointments with a doctor, specialist and therapist and absence for visits to the hospital for medical procedures and tests.

9.2 Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1-1/2) days for every month of employment.

9.3 When unused, sick leave shall accumulate to a maximum of one hundred and thirty (130) working days.

9.4 Deductions shall be made from any accumulated credit in favor of any employee for such periods of sick leave granted with pay to such employee.

9.5 Should any employee exhaust their accumulated sick leave credits, the Town may require a doctor's certificate be provided to the Manager of Human Resources at such intervals as deemed appropriate. Such certificate shall contain information concerning the employee's condition, prognosis, and expected return to work date.

10. WORKERS' COMPENSATION BENEFITS

10.1 Definition

The period during which an employee is absent from work by reason of injury entitling the employee to Workers' Compensation earnings – replacement benefits is a workers' compensation absence and shall not be classified as sick leave.

10.2 Top Up of Workers' Compensation Benefits

(1) For the purposes of this Article 10.2:

a) An "employee's net pay" means the employee's gross pay for regular working hours less withholdings for:

- i. CPP contributions;
- ii. EI premiums;
- iii. The income tax deducted, taking into account the CPP contributions, EI premiums, union dues, and pension contributions.

b) The amount of Workers' Compensation temporary earnings replacement benefits paid to the employee is deemed to be the amount of such benefits to which the employee would be entitled if there were no reduction to the benefits for income from sources other than employment with the Town.

(2) In the event an employee is unable to work because of injuries received in such circumstances as would entitle the employee to temporary earnings replacement benefits under or by virtue of the *Workers' Compensation Act* of Nova Scotia, and such employee makes application for and receives such benefits under the Act, the Town shall, except for those weeks the employee would otherwise not have worked because of lay off or the regular conclusion of park maintenance work, pay the employee the difference between the employee's net pay and the aggregate of all Workers' Compensation benefits and Canada Pension Plan benefits paid to the employee until the earliest of the following events:

- a) The employee is capable of employment;
- b) The termination of Worker's Compensation temporary earnings replacement benefits;
- c) The payment of a permanent impairment benefits by the Workers' Compensation Board;
- d) The employee's sick leave bank is exhausted;
- e) The employee attains the age of 65;
- f) The employee's employment is terminated.

- (3) The intent of this Article is to ensure that the combination of Workers' Compensation temporary earnings replacement benefits and Town top up pay made under Sub Article (2) above is the same as the regular net pay an employee receives for regular working hours.
- (4) The Town shall commence paying the difference as soon as the employee is unable to work and upon the completion of the Workers' Compensation Accident Report Form. The Town shall make any required adjustment if the Workers' Compensation Board disallows the employee's claim for temporary earnings replacement benefits or awards reduced temporary earnings replacement benefits to the employee.
- (5) Commencing after the first 9 months of an employee's Workers' Compensation absence, each month the Town will deduct from the employee's sick leave bank the number of hours equal to the amount of top up pay paid to the employee during that month under Sub Article (2) divided by the employee's regular hourly rate.
- (6) When an employee's Workers' Compensation benefit claim is disallowed, any required adjustment caused by the Town providing the employee with regular pay while off work but not entitled to Workers' Compensation earning replacement benefits shall be made, after the employee has accepted the Workers' Compensation Board decision or has exhausted all rights of appeal, in one or more of the following ways:
 - a) If the employee is entitled to sick leave, by deducting the time from the employee's sick leave bank;
 - b) By deducting the time from the employee's overtime bank;
 - c) By deducting the time from the employee's vacation carried over from previous years;
 - d) By deducting the time from the employee's vacation entitlement, and
 - e) A repayment schedule by way of payroll deduction.

Both the method or combination of methods used to affect the adjustment and the timing and amount of each repayment instalment shall be agreed upon by the Town and the employee. If agreement cannot be reached, the matter may be referred to the CAO whose decision on the matter shall be final.

- (7) When an employee's temporary earnings replacement benefits are reduced by the Workers' Compensation Board because of income from sources other than employment with the Town, any required adjustment shall be made in one or more of the following ways:
 - a) By deducting the time from the employee's overtime bank;
 - b) By deducting the time from any vacation carried over from previous years;
 - c) By deducting the time from the employee's vacation entitlement;
 - d) A repayment schedule by way of payroll deduction; or
 - e) A cash repayment.

Both the method or combination of methods used to affect the adjustment and the timing and amount of each repayment instalment shall be agreed upon by the Town and the employee. If agreement cannot be reached, the matter may be referred to the CAO whose decision on the matter shall be final.

10.3 Continuation of Rights and Benefits

While an employee is on a Workers' Compensation absence, the employee shall accumulate sick leave in accordance with Sub Article 12.02(1) and shall continue to participate in all insurance plans and in the PSSP, if permitted by the terms of the PSSP. The Town and the employee shall continue to pay their respective shares of the contributions and premiums for all insurance plans and the PSSP based on 100% of earnings.

11. BEREAVEMENT LEAVE

11.1 When death occurs in the immediate family of an employee, such employee shall be granted bereavement leave, with pay, for a period not to exceed five (5) consecutive days, four days of which must be consecutive and one of which shall be the day of the funeral, wake, or other remembrance service to the extent that any or all these days are normal working days.

11.2 For the purpose of this section, members of the immediate family are the employee's wife, common-law spouse/partner, husband, mother, father, former legal guardians, brothers, sisters, sons, daughters, step children, grandchildren, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law or brother-in-law and includes stepparents and any relative of second degree living under the same roof at the time of death.

11.3 An employee shall be granted compassionate leave, with pay, of one day for the purpose of attending the funeral of an aunt, uncle, step-grandparent, step-grandchild, niece, nephew or first cousin, provided that such day is a normal working day.

12. PREGNANCY AND PARENTAL LEAVE

The provisions of the Nova Scotia Labour Standards Code, as amended from time to time, respecting pregnancy and parental leave shall apply to all employees.

12.1 An employee on pregnancy or parental leave may maintain coverage under the Town of Truro group insurance, medical and dental plans. If the employee elects to do so, the employer shall continue to pay 50% of the cost for same.

12.2 An employee on pregnancy or parental leave may elect:
a) To continue to make the required contributions to the PSSP pension plan while on such leave;

- b) To stop contributions to the PSSP pension plan while on such leave but double the required contributions to the PSSP pension plan immediately following the employee's return to work until the contributions missed while on such leave have been made in full;
 - c) To forego any contributions to the PSSP pension plan for the period the employee is on pregnancy or parental leave.
- 12.3 If the employee makes PSSP pension contributions pursuant to Article 12.2 a) or b) hereof, the employer shall make matching contributions to the plan on behalf of the employee.
- 12.4 While on pregnancy or parental leave, any employee shall not accumulate sick leave entitlement.
- 12.5 Vacation entitlement will be prorated for the proportion of the year that the employee is on pregnancy and/or parental leave.
- 12.6 An employee shall produce, when requested by the Manager of Human Resources, any certificate referred to in the pregnancy and parental leave provisions of the Nova Scotia Labour Standards Code.
- 12.7 Leave for illness of an employee arising out of or associated with the employee's pregnancy prior to the commencement of, or after the end of pregnancy leave may be granted in accordance with sick leave procedures.
- 12.8 The employer shall pay an employee on pregnancy leave a sum equal to 25% of the employee's regular wages (regular wages shall mean 1/52 of the annual wage) for a maximum of seventeen (17) weeks.

13. LEAVE TO WRITE EXAMINATIONS TO UPGRADE QUALIFICATIONS

- 13.1 An employee shall be entitled to a leave of absence with pay and benefits to write examinations to upgrade employment qualifications, if prior approval to take the course was granted by the Chief Administrative Officer.

14. LEAVE FOR JURY DUTY

- 14.1 Any employee who is summoned for jury duty shall receive full pay from the Town at the same regular rate of pay as was in effect for such employee immediately before going on jury duty, for such period, to the extent that any or all the days in the period are normal working days.

15. LEAVE WITHOUT PAY

- 15.1 The Town may, in its absolute discretion, grant leave without pay to any employee for a maximum of two (2) weeks per calendar year. If leave without pay is granted to an employee within the probationary period, the probationary period will be extended by the leave without pay period. Leave without pay will not be granted

to an employee if the employee intends to work for another employer. The employee must sign a declaration (Appendix D) before starting leave without pay stating the he or she will not work for another employer while off on leave without pay. An employee who works for another employer while on leave without pay is subject to discipline up to and including dismissal.

- 15.2 Application for leave without pay should be made in writing by the employee to the Department Head, or in the case of a Senior Staff member, to the Chief Administrative Officer, at least one month prior to the date of the leave. The Town will, among other things, consider the timing of the requested leave and its impact on the operations of the Department and give precedence to staff vacation periods, in exercising its discretion regarding the application for leave.
- 15.3 Life insurance, accidental death and dismemberment insurance, long term disability coverage and health and dental benefits will be maintained for the leave without pay period. Employees will be responsible for 100% of the premium of these benefits for the leave without pay period.
- 15.4 No pension benefit will be earned for the leave without pay period.
- 15.5 An employee on leave without pay will not accrue vacation pay or sick leave.
- 15.6 An employee on leave without pay will not be entitled to pay for holidays, bereavement leave, jury duty, or special leave-family illness.

16. SPECIAL LEAVE – FAMILY ILLNESS

- 16.1 Where no one, other than the employee, can provide for the needs during illness of an immediate family member, an employee shall be entitled to special leave days with pay for this purpose, not exceeding one (1) week per calendar year, which will be deducted from the employee's accumulated sick leave.

17. RETIREMENT ALLOWANCE

- 17.1 All employees may retire at or before attaining the age of 65 years.
- 17.2 Retirement Allowance:
 - (a) For the purposes of calculating retirement allowance entitlement, an employee's continuity of work will be intact when the employee is working, is on holiday, vacation, the first 6 months of a workers' compensation absence, paid sick leave, paid leave of absence, pregnancy leave or parental leave.
 - (b) Each employee with 25 years of service shall be entitled to take off with pay, the number of days left in the employee's sick time bank, immediately prior to the employee's retirement, providing that the days taken are consecutive and that the employee does not intend to return to duty.

- (c) Each employee with between 20 and 25 years of service shall be entitled to take off with pay, the number of days left in the employee's sick time bank, prorated and determined by multiplying the number of days calculated above by a fraction, the numerator of which is the employee's completed years of service and the denominator is 25, immediately prior to the employee's retirement, providing that the days taken are consecutive and that the employee does not intend to return to duty.

18. VACATIONS

18.1 All employees (other than Department Heads) covered by this agreement, except seasonal employees, having completed:

- (a) more than one (1) years' service but less than ten (10) years' service shall receive three (3) weeks' vacation with pay annually, i.e., fifteen (15) working days;
- (b) Ten (10) years' service but less than eighteen (18) years' service shall receive four (4) weeks' vacation with pay annually, i.e., twenty (20) working days;
- (c) eighteen (18) years' service but less than twenty-five (25) years' service shall receive five (5) weeks' vacation with pay annually, i.e., twenty-five (25) working days;
- (d) twenty-five (25) years' service and subsequent years' service shall receive six (6) weeks' vacation with pay annually, i.e., thirty (30) working days. (Amended March 13, 2006)
- (e) less than one (1) years' service shall receive 1 and ¼ days' vacation with pay for each month of service to a maximum of ten (10) working days.

18.2 If a paid holiday falls or is observed during an employee's vacation period, the employee shall be allowed an additional vacation day with pay at a time mutually agreed to by the employee and the employer.

18.3 Earned vacation days will be calculated from January 1st of each year. A permanent employee that commences employment after January 1st will have vacation entitlement pro-rated to January 1st of each year.

18.4 (a) Employees are expected to utilize their annual earned vacation entitlement during the twelve-month period following the anniversary of the employee's date of hire.

- (b) If an employee, by reason of working conditions or other compelling circumstances beyond the employee's control, does not use all earned vacation days during the twelve-month period following the anniversary of the employee's date of hire, then a written request for authorization to carry a maximum of five (5) days' vacation into the following year may be made to the employee's Department Head.

18.5 Requests for vacation leave shall be submitted to the Department Head for consideration and approval.

18.6 An employee who, at termination of employment, has not used all the earned and unused vacation days, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation days at termination.

18.7 Vacation pay for each week of vacation shall be at the employee's current rate of pay.

18.8 (a) An employee shall be entitled to receive vacation in an unbroken period, to a maximum of three (3) weeks. An unbroken period of longer duration may be taken with the mutual agreement of the employee and the employee's Department Head.

- (b) Vacation days earned in excess of three (3) weeks shall be selected only after all other employees of the department have made their selection for vacation days up to three (3) weeks.

18.9 Any temporary/term employee or contract employee receiving full-time employment at the end of their term or contract shall accrue vacation under this section from the beginning of their term or contract.

19. RESIGNATION

19.1 Should any employee decide to cease employment with the Town, the employee shall submit a written notice to their Department Head at least two (2) weeks prior to the termination date of service, so that the necessary procedures may be commenced to find a suitable and qualified replacement.

19.2 The CAO and Department Heads are required to give one (1) month's written notice.

20. PERSONAL CONDUCT

20.1 All employees must be courteous and efficient in the performance of their duties. They are expected to establish and maintain harmonious and effective working relationships with other employees, departments, and the public.

21. EMPLOYEE COMPLAINT PROCESS

21.1 The Employee Complaint Process is designed to address and resolve problems

arising between supervised employees, supervisors, Department Heads, and the Chief Administrative Officer where an employee or group of employees believe they have been unfairly treated or been subject to unprofessional conduct.

- 21.2 The Employee Complaint Process may address matters that relate to:
- (a) complaints by one or more employees about the actions or lack of action of an individual employee or group of employees;
 - (b) a complaint by an employee about the employee's own classification or remuneration;
 - (c) a complaint by an employee about the employee's own job description or workload.
- 21.3 The Employee Complaint Process shall not address complaints that relate to:
- (a) performance reviews;
 - (b) probationary employees;
 - (c) acts of harassment or discrimination covered by the Town's Anti-Harassment Policy.
- 21.4 To be eligible to initiate a complaint resolution procedure under this policy, an individual must be a non-union staff employee who is actively employed and is non-probationary.
- 21.5 The Town prohibits any retaliation against or adverse treatment of any employee who initiates a complaint or participates in an investigation of a complaint under this policy. Any employee who believes they have been subjected to retaliation as a direct result of filing a complaint can report the matter directly to a member of the Complaint Appeal Panel.
- 21.6 The Town reserves the right to consolidate employee complaints when deemed appropriate.
- 21.7 All complaints may be made through either the informal process or the formal process at the discretion of the person making the complaint (the complainant). If the informal process is selected, the complainant may, at any time, discontinue the informal process and file a formal complaint.
- 21.8 All complaints will be processed and investigated in a professional manner as expeditiously as possible. As much as possible and practicable, the confidentiality of the information gained through the complaint and investigative process will be maintained.

22. INFORMAL COMPLAINT PROCESS

- 22.1 An employee's informal complaint may be made to the Manager of Human Resources who will act as mediator. The complaint need not be in writing nor signed by the complainant.

- 22.2 To activate the informal process, the person(s) who is (are) the subject of the complaint (the respondent) must agree to participate in the informal process and to work with the Manager of Human Resources to resolve the complaint.
- 22.3 The Manager of Human Resources in consultation with the Department Head shall meet with the complainant, describe the mediation process, and discuss whether mediation is an appropriate method to resolve the complaint.
- 22.4 If the Manager of Human Resources and the complainant decide to proceed with mediation, the Manager of Human Resources shall meet with the respondent, informing him or her that an informal complaint has been filed and that the complainant wishes to resolve it by mediation.
- 22.5 The Manager of Human Resources shall describe the mediation process to the respondent and discuss whether mediation is an appropriate method to resolve the complaint.
- 22.6 The Manager of Human Resources will inform the respondent that mediation is a voluntary conflict resolution process intended to make each party aware of the position or feelings of the other and to resolve the conflict.
- 22.7 If mediation is agreed upon, the mediator may conduct such investigations and hold meetings with one or both of the parties, either separately or together, as is deemed appropriate.
- 22.8 Any agreement resolving a complaint through mediation must conform to the policies and procedures of the Town applicable to the parties. Any resolution which does not do so is void.
- 22.9 An informal complaint is resolved upon its being withdrawn or upon an agreement being reached between the parties.
- 22.10 If mediation has been successful, the Department Head and Chief Administrative Officer will be informed of the nature of the complaint and the terms of its resolution.
- 22.11 If mediation fails to establish a resolution satisfactory to both parties, then the complainant can pursue the formal complaint procedure.

23. THE FORMAL COMPLAINT PROCESS

- 23.1 An employee's formal complaint must be in writing and signed by the employee. The complaint must:
- explain the nature of the complaint and the specific circumstances at issue;
 - identify the rights, procedures or policies violated; and
 - state the specific remedies sought by the employee.

23.2 The formal complaint must be filed within two (2) weeks of the event, or last incidence of the events, that give rise to the employee's complaint.

23.3 Complaints against employees below the level of Department Head

23.3.1 The formal complaint shall be filed with the Department Head of the person or persons against whom the complaint is made (the respondent). Where respondents work in more than one department, the Chief Administrative Officer will decide which Department Head will process the complaint.

23.3.2 The Department Head and Manager of Human Resources will meet and discuss the matter with the complainant, shall conduct such investigation as may be appropriate, shall meet and discuss the matter with the respondent and shall provide a written response to all parties within two (2) weeks (if reasonably feasible) of receiving the complaint.

23.3.3 If the response is not satisfactory to either the complainant or the respondent, the dissatisfied party may appeal to the Chief Administrative Officer within one (1) week of the Department Head's response and may appeal within four (4) weeks of the filing of the complaint if the Department Head has not responded.

23.3.4 The appeal must:

- (a) be in writing
- (b) include a copy of the original formal complaint,
- (c) include a copy of the Department Head's response if any and
- (d) state the reasons for disagreeing with the Department Head's response.

23.3.5 The Chief Administrative Officer will obtain all relevant documents from the Department Head, will investigate as may be appropriate, may have discussions with some or all parties as may be appropriate and will provide a written response to the employee within two (2) weeks (if reasonably feasible) of the appeal being properly filed.

Appeal to Complaint Appeal Panel

23.3.6 The Complaint Appeal Panel shall consist of the members of the Town's Audit Committee.

23.3.7 If the response of the Chief Administrative Officer is not satisfactory to either the complainant or the respondent, the dissatisfied party may appeal to the Complaint Appeal Panel within one (1) week of the Chief Administrative Officer's response and may appeal within four (4) weeks of the appeal to the Chief Administrative Officer being properly filed if the Chief Administrative Officer has not responded.

- 23.3.8 The appeal to the Complaint Appeal Panel must:
- (a) be in writing;
 - (b) include a copy of the original formal complaint and the appeal of that complaint to the Chief Administrative Officer;
 - (c) include copies of the responses of both the Department Head and the Chief Administrative Officer, if any;
 - (d) state the reasons for disagreeing with the Chief Administrative Officer's response; and
 - (e) be filed by delivering all required material to a member of the Complaint Appeal Panel or to the Chief Administrative Officer.
- 23.3.9 The Complaint Appeal Panel will obtain all relevant documents from the Chief Administrative Officer and will determine whether the complaint requires a formal hearing to include the complainant, respondent and any relevant witnesses and staff members or whether the appeal can be fairly decided based upon the written documents and interviews of the complainant, respondent, and others.
- 23.3.10 The Complaint Appeal Panel shall provide a written recommendation to the Chief Administrative Officer for the resolution of the complaint within fifteen (15) days of the conclusion of the hearing or within twenty-one (21) days of the receipt of the properly filed appeal to the Complaint Appeal Panel if there is no hearing. A copy of its recommendation shall be provided to the complainant and respondent.
- 23.3.11 The Chief Administrative Officer may follow the recommendations of the Complaint Appeal Panel in their entirety, in which case the matter is concluded. If the Chief Administrative Officer decides not to follow all or any part of the recommendations of the Complaint Appeal Panel, the Chief Administrative Officer shall so notify the members of the Complaint Appeal Panel, the complainant and the respondent and shall place the matter on the agenda of the next meeting of Town Council in Committee.
- 23.3.12 Town Council in Committee shall be provided with all documents available to the Complaints Appeal Panel, the Complaint Appeal Panel's recommendation, and a written summary of the Chief Administrative Officer's decision respecting the recommendation and the reasons for it. The Town Council in Committee shall decide based upon the document review and the representations of both the Chief Administrative Officer and the Complaint Appeal Panel. The decision of the Town Council in Committee shall be final and binding upon all concerned.

Complaints against a Department Head

- 23.4 The procedure for complaints against a Department Head shall be the same as those against an employee outlined in section 23.3 except that the complaint will be filed with the Chief Administrative Officer and the provisions of section 23 from 23.3.5 and following shall apply and constitute the procedure to be followed.

Complaints against the Chief Administrative Officer

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

24. HARASSMENT COMPLAINT PROCEDURE

- 24.1 All employees have a responsibility to contribute to a harassment free workplace. All persons have the right to be treated fairly, respectfully and with dignity.
- 24.2 The Town of Truro has an Anti-Harassment Policy that applies to all employees. It is the responsibility of every employee of the Town of Truro to read the Anti-Harassment Policy and seek clarification on any aspect of the document as required.
- 24.3 The Chief Administrative Officer shall oversee the complaint process and ensure that all employees are treated fairly in accordance with this Policy.
- 24.4 It is a violation to threaten, intimidate, or discriminate against a person who files a complaint. Employees are required to maintain confidentiality in a complaint process.

25. DISCIPLINE

- 25.1 The Town may take disciplinary action because of employee misconduct as stated in the Code of Conduct policy.
- 25.2 Disciplinary action may include a verbal warning, written warning, written reprimand (see Appendix B), demotion, suspension without pay for up to thirty (30) days or dismissal from employment (see Appendix C).
- 25.3 The nature and severity of the misconduct, the employee's personnel and disciplinary records and any other relevant circumstance may be considered in determining an appropriate remedy for misconduct.
- 25.4 A record of any disciplinary action shall be placed in the employee's personnel file, with a copy provided to the employee, to be considered in any future disciplinary actions.

- 25.5 Records of disciplinary action shall be retained on the employee's personnel file and will be reviewed every two (2) years. If the employee has maintained a good record of conduct for the two (2) year period, all accounts of minor infractions and corrective actions shall be removed from the employee's personnel file. The employee shall be advised that their record has been cleared. All corrective actions shall remain in the personnel file until they complete the necessary two (2) year period of good conduct. Accounts for major infractions shall be retained in the personnel file for a period of five (5) years.
- 25.6 In cases of termination, details of the employee's behaviour and offences leading to the dismissal shall be documented in a letter and hand delivered to the employee.
- 25.7 An employee may appeal a disciplinary action to the Chief Administrative Officer within five (5) days of the employee's demotion, suspension or dismissal or the employee's receipt of a copy of the record of a warning or reprimand placed in the employee's personnel file. The appeal shall be in writing setting out the reasons for the same.
- 25.8 The Chief Administrative Officer may determine that a hearing is necessary or advisable to decide an appeal and determine the scope, form, and content of such hearing. The employee may be represented by legal counsel at any such hearing.
- 25.9 The Chief Administrative Officer shall decide on the appeal within fifteen (15) days of receipt of the appeal or within ten (10) days of a hearing, whichever is later, and such decision shall be binding upon the employee and the Town, respectively.
- 25.10 Section 25 does not apply to the Chiefs or Deputy Chiefs of Police whose discipline is governed by the Nova Scotia Police Act and Regulations.

26. CAREER DEVELOPMENT AND TRAINING

- 26.1 Any employee, who is no longer a probationary employee, may request approval for reimbursement for the costs of registration, tuition and course materials for any course taken at an accredited institution which will, in the opinion of the Chief Administrative Officer, help the employee maintain or improve the job skills or knowledge required for the employee's current position or to qualify the employee for promotion or transfer.
- 26.2 In deciding whether to grant such requests, the Chief Administrative Officer will consider, among other relevant factors, the availability of budgeted funds and the extent to which the course will enhance the administration of the Town.
- 26.3 An employee who successfully completes (with a grade of "C" or better or a "Pass" where no grade is given) a course pre-approved by the Chief Administrative Officer shall be reimbursed the full costs of registration, tuition, and expenses for that course.

26.4 Subject to the approval of the Chief Administrative Officer, which approval will not be unreasonably withheld, the Town will pay, in advance, the costs of registration, tuition and books for courses taken through a recognized educational institution in Municipal Administration. If the course is not completed or successfully completed (with a grade of “C” or better or a “Pass” where no grade is given), the employee shall make immediate arrangements to promptly repay the Town all funds advanced in respect of the course.

26.5 (a) If the employment of an employee is terminated for any reason except dismissal without cause within one (1) year of the date the employee completes an approved course, the employee shall repay to the Town 50% of the costs of the course which had been paid by the Town. This repayment shall be made on or before the final pay is received by the employee and the Town may deduct the repayment from that final cheque.

(b) If the employment of an employee is terminated for any reason except dismissal without cause at or after one (1) year but within two (2) years of the date the employee completes an approved course, the employee shall repay to the Town 25% of the costs of the course which had been paid by the Town. This repayment shall be made on or before the final pay is received by the employee and the Town may deduct the repayment from that final cheque.

26.6 Training

(a) The Town may authorize or require employee attendance at conferences, seminars, workshops, or other functions of a similar nature that are intended to improve or upgrade the employee’s job skills.

(b) Requests to attend training sessions should be made to the employee’s Department Head at least thirty (30) days prior to the deadline for registration.

(c) When a request for training is approved, the employee’s reasonable cost of registration, tuition, course materials, transportation, lodging, and per diem will be paid by the Town. A report outlining the employee’s experience and opinion of the training must be submitted to the Department Head upon request following the session.

27. PERSONAL VEHICLE ALLOWANCE AND TRAVEL EXPENSES

27.1 Whenever an employee is required to use a personal vehicle in the performance of official town business, the employee shall be compensated at such rates to be determined yearly by Town Council regarding:

- (1) A basic monthly allowance (taxable), and/or
- (2) A per kilometer rate.

Senior Staff are to refer to Travel and Conference Policy for Council and Senior Staff.

- 27.2 An employee who is only required to use their vehicle for town business from time to time and not on a regular basis shall be compensated at the provincial rate per kilometer.
- 27.3 The determination of which method under section 27.1 should be applicable to any staff position will be at the discretion of the Chief Administrative Officer.
- 27.4 Only personal vehicle use authorized by the employee's Department Head and approved by the Chief Administrative Officer will be compensated.
- 27.5 Driving to and from the usual work site is not compensable.
- 27.6 Compensable uses include attendance at out-of-town functions, training sessions, and meetings.
- 27.7 When an employee is required to have more than one work site or is required to travel in the normal course of work, mileage will be reimbursed for all trips which occur during the workday except for the original reporting to work and the final departure from work.
- 27.8 When an employee is required to attend meetings outside their normal working hours, they will be reimbursed for mileage from their point of departure to the meeting and from the meeting to their home.
- 27.9 For work sites, meetings, etc. located in Truro, compensation shall not exceed thirty-two (32) kilometers from the point of departure to the work site or meeting location. For meetings, work sites, etc. outside of Truro, mileage will be measured from Town Hall or the employee's point of departure to the location in question, whichever is the shorter.
- 27.10 Employees' travel expenses shall be made on the Travel Reimbursement Forms provided through the Finance Office.

27.11 Use of Town Vehicle

An employee must obtain permission from their Department Head or the Chief Administrative Officer to use Town vehicles. A Town gasoline credit card or Town pumps will be used for gas. Any out-of-pocket expenses such as parking tolls, emergency repairs, shall be reimbursed upon presentation of receipts.

27.12 Out of Town Travel

The employee will be provided with transportation expenses for the mode of travel approved by the Chief Administrative Officer (bus, trains, Town vehicle, personal vehicle, etc.).

27.13 All authorized air travel on Town business shall be by air economy fare.

27.14 Lodging

An employee's reasonable lodging expenses will be covered when traveling on Town business.

27.15 Travel Advance

All employees traveling on Town business shall receive, in addition to transportation and lodging expenses, a per diem of \$60.00 per day (breakfast \$15.00, lunch \$15.00, dinner \$30.00) for each day of a conference, meeting, etc. An advance for travel will be subject to approval by the Department Head.

The purpose of the per diem is to cover ordinary expenses such as meals and related incidentals. The total advance may be paid before the employee leaves. Upon return, the employee is required to account for the use of the per diem advance (receipts or a declaration of expenses incurred where receipts are not available). Any unused portion of the advance shall be returned to the Finance Office.

28. PENSION PLAN

28.1 The Town shall participate in the Public Service Superannuation Plan (the "PSSP") as an employer.

28.2 An employee of the Town is required to join the Public Service Superannuation Plan (PSSP) as a member subject to eligibility and other rules of the PSSP.

28.3 The terms and conditions of the Public Service Superannuation Plan are summarized online at www.nspssp.ca.

29. OTHER EMPLOYEE BENEFITS

29.1 All permanent employees shall be included in the following benefits package, unless similarly covered. However, actual coverage will be governed by the company's rules and regulations with respect to its eligibility period provided for in the individual contract.

- (a) Life Insurance
- (b) Accidental Death and Dismemberment Insurance
- (c) Long Term Disability Benefits
- (d) Health Care Benefits
- (e) Dental Care Benefits - In special circumstances, with approval from the Town and the service provider, an employee may be granted exemption from participating in the Town's Dental Care Benefits program.

- 29.2 (a) The premiums for each employee's long term disability insurance shall be paid entirely by each employee through payroll deductions.
- (b) If an employee's premium for long term disability insurance is less than or equal to 50% of the aggregate of the premiums for long term disability, life, medical and dental insurance, the Town shall pay a sum equal to one-half of the premiums for that employee's long-term disability, life, medical and dental insurance which payment shall be applied to the premium for the employee's life, medical and dental insurance and the employee shall pay the balance of the premiums for life, medical and dental insurance.
- (c) If an employee's premium for long term disability insurance is greater than 50% of the aggregate of the premiums for long term disability, life, medical and dental insurance, the Town shall pay the full premiums for that employee's life, medical and dental insurance and shall pay the employee a sum equal to the difference between one-half of the premiums for the employee's long term disability, life, medical and dental insurance and the full premiums for the employee's life, medical and dental insurance. This sum will be paid once yearly and included with the first pay period in December each year.
- (d) The intention is to have both parties pay equal amounts for all insurance premiums.
- (e) Employees who retire before age 65 and are qualified to receive Public Service Superannuation Plan benefits shall be entitled to remain in the medical and dental plan provided that the employee pays 100% of the premium.

30. FUNERAL EXPENSE CONTRIBUTION

- 30.1 The Town shall contribute one thousand dollars (\$1,000) towards the cost of funeral expenses for any permanent employee who dies while actively employed with the Town.

31. JOB CLASSIFICATIONS, DESCRIPTIONS AND SALARY RANGES

- 31.1 The Town will maintain an up-to-date Job Classification Plan to provide a title, description, required qualifications, and salary scale for all positions.
- 31.2 All job classifications are divided into scales. The salary scale for a job classification will provide salary differentials.
- 31.3 Employee eligibility for a scale change will be determined by the Chief Administrative Officer, in his or her absolute discretion, after receipt of the written recommendation of the employee's Department Head. Normally, such scale changes will be implemented for eligible employees annually.

31.4 Recommendations for re-classification of positions, the creation of new classifications or a revision of the salary scale for an existing classification shall be prepared by the Department Head and Manager of Human Resources and forwarded to the Chief Administrative Officer for consideration. Generally, a revised Salary Scale for an existing classification will only be made where the duties, responsibilities, or volume of work of a job has substantially changed.

31.5 The Town of Truro has a Performance Appraisal Policy that ensures each employee shall be formally evaluated on an ongoing basis.

32. FINAL NOTE

32.1 This Personnel Policy encompasses most aspects of work in the Town of Truro. Department Heads should always keep an up-to-date copy of this Policy available within their respective Departments.

A MEMORANDUM WILL BE DISTRIBUTED TO ALL EMPLOYEES WHEN CHANGES, ADDITIONS OR DELETIONS TO THIS POLICY ARE MADE.

Appendix A

TOWN OF TRURO

DECLARATION OF CONFIDENTIALITY

I _____ hereby acknowledge that the information and documentation that I will be exposed to during my employment with the Town of Truro may be privileged or confidential. I further acknowledge and agree that I will not, without appropriate authorization, access information that the town considers privileged or confidential, release such privileged or confidential information to any unauthorized persons, either during my term of employment or thereafter. I also acknowledge that a breach of this undertaking may result in my dismissal from the Town of Truro.

Date

Employee's Signature

I have explained the implications of signing the Declaration of Confidentiality to _____, and am fully satisfied he/she is aware of the necessity to hold the Town's affairs in confidence.

Date

Senior Staff's Signature

Appendix B

Written Warning/Reprimand - Confidential Memorandum

Date:

From:

To:

Re: Written Warning for (Unsatisfactory Job Performance or Inefficient Job Performance or Unacceptable Personal Conduct)

1st paragraph

Notification that the letter serves as a written warning.
The purpose for the written warning.
Specific issues that are the basis for the warning.
Previous steps taken to eliminate the unsatisfactory performance or the unacceptable conduct.

2nd paragraph

The specific improvements or corrections that must be made to address the issues that are the basis for the warning.
The time frame allowed for making the required improvements or corrections.
The consequences of failing to make the required improvements or corrections.

3rd paragraph

The employee's appeal rights

For permanent/part-time/seasonal/contract and probationary employees.
This written warning may be appealed to the CHIEF ADMINISTRATIVE OFFICER within 15 workdays of receipt of this letter, only if alleging the letter contains inaccurate or misleading information, or is in violation of the Human Rights Act for discrimination on the basis of race, religion, color, creed, national, ethnic, or Aboriginal origin, political affiliation, sex, age, or disability.
Attach a copy of the Non-Union Personnel Policy that refers to personal conduct.
A copy of this letter shall be placed in the employee's personnel file.

Appendix C

Dismissal - Confidential Memorandum

Date:

From:

To:

Re: Dismissal for (Unsatisfactory Job Performance or Unacceptable Personal Conduct)

1st paragraph

Notice of Dismissal

The specific reason(s) for the dismissal (the specific rule or procedure violated or the performance which was unsatisfactory).

The effective date of the dismissal.

2nd paragraph

Previous steps taken to eliminate unacceptable conduct or unsatisfactory performance (previous disciplinary actions). For probationary employees, state the occasions where performance or conduct has not met expectations.

3rd paragraph

The Employee's Appeals Rights

For permanent employees: In accordance with the Non-Union Personnel Policy, you have 15 workdays from the receipt of this letter to appeal your dismissal to the Chief Administrative Officer.

For probationary employees: As a probationary employee, this dismissal may be appealed to the Chief Administrative Officer within 15 workdays of receipt of this letter, only if alleging discrimination based on race, religion, color, creed, national, ethnic, or Aboriginal origin, political affiliation, sex, age, or disability.

4th paragraph

Advise the employee to contact the Finance Department concerning insurance and retirement contributions, if applicable.

Attach copies of any previous disciplinary action.

Appropriate copies should be placed in the employee's personnel file.

Appendix D

TOWN OF TRURO

DECLARATION

I _____, employed by the Town of Truro as
_____ acknowledge that I am taking a leave without
pay beginning on _____ and ending on _____.

I confirm that I will not be employed by another employer during my leave without pay
and acknowledge that doing so is contrary to Town policy and constitutes a disciplinary
offence, with penalty up to and including dismissal.

Dated at Truro, Nova Scotia this _____ day of _____, 20_____.

Witness

Employee