



## **Personnel Committee**

### **Meeting Agenda - OPEN**

**Meeting Date: Thursday, April 9, 2019**

**Time: 4:00 pm**

**Location: Large Meeting Room, 33 Talbot St. S., Essex, ON**

#### **1. Roll Call**

Members:

Councillor Morley Bowman, Chair

Councillor Joe Garon, Vice Chair

Councillor Sherry Bondy

Mayor Larry Snively

Staff:

Chris Nepszy, CAO

Jeff Morrison, Director, Corporate Services

Brandi Sieben, Manager, Human Resources

#### **2. Declarations of Conflict of Interest**

#### **3. Adoption of Published Agenda**

April 9, 2019 Personnel Committee Meeting Agenda.

Moved by:

Seconded by:

That the agenda for the April 9, 2019 Personnel Committee Meeting be adopted as presented.

#### **4. Adoption of Minutes**

Personnel Committee Minutes for January 24, 2019

Moved by:

Seconded by:



That the minutes of the Personnel Meeting held on January 24, 2019 be adopted as presented.

## **5. New Business**

a) Review HR Report 2019-02 recommending the approval of HR Policy 03-28, Fit for Duty Policy

Moved by:

Seconded by:

That the Personnel Committee recommend to Council to approve the adoption of HR Policy 03-28 as presented in HR Report 2019-02 by resolution at the next Council meeting.

b) Review of HR Report 2019-03 recommending the approval of amending By-Law 1675 (Wage and Benefit Agreement between Corporation of the Town of Essex and its Firefighter Employees)

Moved by:

Seconded by:

That the Personnel Committee recommend to Council to amend By-Law 1675 as presented in HR Report 2019-03 by resolution at the next Council meeting.

## **6. Closed Meeting**

Moved by:

Seconded by:

That the Personnel Committee move into a Closed Meeting to receive information pursuant to Section 239 (2) (d) of the Municipal Act, c. 25 labour relations or employee negotiations.

## **7. Open Meeting and Adjournment**

Moved by:



Seconded by:

That the Personnel Committee move back into an Open Meeting and adjourn at

\_\_\_\_\_ p.m.



## **Report to Personnel Committee**

Department: Human Resources  
Date: April 9, 2019  
Prepared by: Brandi Sieben, Manager, Human Resources  
Submitted by: Brandi Sieben, Manager, Human Resources  
Report Number: Human Resources 2019-02  
Subject: Fit for Duty Policy  
Number of Pages: 11 (including attachments)

### **Recommendation(s)/Conclusion(s)**

It is recommended that:

- i. Human Resources Report 2019-02 be received; and
- ii. Approval be given for the adoption of HR Policy HR 03-28, Fit for Duty Policy pending the receipt of comments related to the policy from the Canadian Union of Public Employees, Local 702.3.

### **Reason for Report**

Personnel Committee approval is needed to adopt new HR policies for the Town.

### **Background**

Currently, there is no specific HR policy to address impairment and the expectation employees report fit for duty. Although section 17 of the Code of Conduct - Employees touches on Alcohol and Drugs, it does not adequately address the roles and responsibilities of the employee and management personnel, accommodations, confidentiality and enforcement of the policy. The policy will ensure The Town of Essex is consistent on how it defines and treats the impairment of employees while on duty.

## **Financial Impact**

There is no immediate financial impact and any future financial impact would be budgeted for.

## **Link to Strategic Priorities**

Links to Council's strategic priority to, "manage the Town's finances and human resources in a responsible manner."

Reviewed by: Jeffrey Morrison, Director, Corporate Services, concur



Section:	Corporate
Subject:	Fit for Duty Policy
Policy Number:	HR 03-28
Approval Date:	
Approved By:	Chris Nepszy, CAO
Prepared By:	Manager, Human Resources

## 1.00 Objective

The Town of Essex is committed to providing its services in an efficient and professional manner in keeping with its strategic plan / vision, mission and values and to deliver its services within a safe and healthy workplace.

While the Town of Essex continues to strive for excellence in the provision of our services and continuous improvement, the health and safety of our employees, the public and the environment is paramount.

In keeping with its commitment to maintaining a safe and healthy workplace, the Town of Essex and its employees have a responsibility to maintain a safe workplace, free from the negative effects of Alcohol and other Drugs.

## 2.00 Policy Statement

Impairment can adversely affect the health, safety, performance and conduct of employees on the job, and impose hardships on the Town of Essex, employees, colleagues

and families. Given this, the Town of Essex has adopted this Policy as an important additional part of its overall safety program.

Impairment in the workplace is unacceptable. Employees are expected to report to work Fit for Duty.

This Policy serves to:

- (i) communicate the Town of Essex's expectations of employees to report to work Fit for Duty;
- (ii) communicate the Town of Essex's expectations of its Supervisory and management staff in regards to the administration and enforcement of this Policy;
- (iii) reiterate the Town of Essex's commitment to assist and accommodate employees with disabilities, including, by way of example only, those suffering from substance abuse;

While the Town of Essex has an obligation to maintain a safe and healthy workplace, employees have a corresponding obligation to work in safe manner and to maintain safe and healthy work practices.

### **3.00 Scope**

This policy applies to the following:

- (i) All Council Members of the Town of Essex in their capacity as members of Council and in their capacity as Council representatives on committees and local boards of the Town;
- (ii) All Town of Essex employees, including any union or non-union, regular, full-time, part-time, temporary, casual, seasonal or student employee;
- (iii) Contract employees; and
- (iv) Volunteers, including volunteer firefighters.

## 4.00 Definitions

For the purposes of this Policy,

**"Alcohol"** means any beverage containing any quantity of alcohol, including, beer, wine, and distilled spirits.

**"Drugs"** means any substance capable of changing or adversely affecting an employee's physical and/or cognitive abilities such as non-medical cannabis and any drug or substance the sale, possession, purchase or transfer of which is restricted or prohibited under Canadian law including, without limitation, cocaine, opiates, heroin and fentanyl.

**"Employee"** means any union or non-union, regular or temporary, full-time or part-time, contract, casual, seasonal staff as well as students.

**"Fit for Duty"** means the ability (physically and mentally) to safely perform assigned duties and responsibilities to an acceptable standard, free from the impairing effects of the use or after-effects of Drugs and/or Alcohol, and in a manner that does not compromise or threaten the employee's and/or others' safety or health. For greater certainty, the requirement to report Fit for Duty does not preclude an employee from reporting to work while afflicted by a minor, transient illness or injury such as a headache, cold, etc., provided that the employee's illness or injury does not pose a reasonable, foreseeable threat of further injury to the employee or other person.

**"Medication"** means a drug legally obtained "over the counter".

**"Prescribed Medication"** means a drug legally obtained through a treating medical practitioner's prescription or authorization.

**"Safety Sensitive Position"** means a position in which impairment/intoxication could result in direct and significant safety risk to the employee, others (including members of the public) or the environment, and includes the following positions: (a) a job requiring an employee to operate motorized vehicles, trucks, heavy equipment, or machinery, (b) any other jobs as identified from time to time by the Town of Essex.



## 5.00 Responsibilities

### (i) Employees

- a. Employees are required to report for work, and to remain throughout their workday, Fit for Duty, free from the negative impairing effects of Alcohol, Drugs, Medication and/or Prescription Medications. Employees contacted to report to work for an emergency or other unscheduled reason shall refuse the assignment if they have reason to believe they could not report Fit for Duty. Employees whom are on-call for work shall abstain from consuming any substance that could impair their ability to report to work Fit for Duty.
- b. Without limitation, it is strictly prohibited to be on duty while impaired by Alcohol and/or Drugs including the after-effects of the use of Alcohol or Drugs.
- c. Employees not Fit for Duty shall immediately advise their Supervisor/Managers of that fact, and those occupying a safety sensitive position shall not assume or otherwise carry out their duties and responsibilities while not Fit for Duty.
- d. Employees shall not use, consume, possess, distribute, sell or transfer:
  - i. Alcohol (unless the sale thereof is an express requirement of their duties and responsibilities), and
  - ii. Drugs, (including cannabis and/or illegal drugs)while on duty (including breaks, on or off the Town of Essex property), or on the Town of Essex property including the Town of Essex owned, leased and rented premises, or in/or on the Town of Essex vehicles/equipment.
- e. Employees whom are taking Medications and/or Prescribed Medications (including medical cannabis) are required to use their Medications/Prescribed Medications responsibly. The possession in the workplace (including the Town of Essex vehicles) of Prescribed Medications (including medical cannabis) without a legally obtained prescription/authorization is prohibited. Furthermore, consumption of medical cannabis in any area of the Town of Essex enclosed workplace (including vehicles) is prohibited and its

consumption - and place of consumption - during the work day, including on breaks, must first be the subject of an express, prior written accommodation plan with the Town of Essex.

- f. Given their potential for causing impairment, employees on medications/prescription medications (including medical cannabis) are required to investigate with their treating medical practitioner or pharmacists the affect(s) of their medications/prescription medications on their ability to report Fit for Duty. If the employee's medications/prescription medications may reasonably adversely impair the employee's ability to report Fit for Duty, the employee is to immediately report, prior to assuming work, any risk to his or her Supervisor/Manager so that appropriate precautions (including time and place for consumption, if consumption is required during the work day including breaks), if any, may be taken. The Town of Essex, with the employee's prior authorization, may ask the employee's medical practitioner and/or pharmacist to provide additional information on the impacts of the medications and/or Prescribed Medications on the employee's ability to safely perform his or her work or cause the employee to cause his or her medical practitioner to provide the Town of Essex such information.
- g. Employees are strongly encouraged to report to their Supervisor/Manager any person reasonably suspected of not being Fit for Duty while carrying out their duties and responsibilities for the Town of Essex. In addition, employees should encourage those individuals to report their condition to their Supervisor and/or Managers.

(ii) **Management**

- a. Managers are:
  - i. responsible for communicating this Policy to their employees and addressing their employees' questions and concerns;
  - ii. observing and monitoring their employees for signs of impairment, and if impairment is observed, determine the cause of the observation, with the employee, privately, and taking appropriate action if the employee's work performance has deteriorated to an unacceptable level or their actions or condition can jeopardize their safety or that of others;

- iii. assess an employee reporting to work not Fit for Duty to determine whether the employee can safely perform his or her regular duties and if not, taking appropriate action including sending the employee home (with appropriate transportation precautions);
- iv. prohibit any employee from performing the duties and responsibilities of safety sensitive position whom is observed and/or reported to be not fit for work;
- v. receiving and addressing any reports from other employees or others suspecting an employee to be impaired, and taking appropriate action to safeguard the safety of the employee, co-workers and the public;
- vi. coordinate accommodation requests with Human Resources for any employee suffering from a disability and whom because of that disability, and absent reasonable accommodation, cannot not perform the essential duties of his or her employment; and
- vii. coordinate with Human Resources any appropriate disciplinary response for violations of this Policy.

## **6.00 Accommodations**

- a. The primary purpose of this Policy is the prevention of health and safety incidents and the provision of assistance and, where required, accommodation to employees suffering from a disability including substance abuse.
- b. Consequently, the Town of Essex recognizes that employees may suffer from a disability (including substance abuse) from time to time preventing them from reporting to work Fit for Duty as this Policy requires.
- c. The Town of Essex is open and prepared to helping such employees.

- d. Employees whom suffer from a disability, including substance abuse, and/or consume Alcohol, Drugs, Prescribed Medications and medications on account of a disability and the consumption of which would render the employee not capable of reporting to work Fit for Duty or otherwise cause the employee to violate this Policy, are required to:
  - i. before job safety or performance is compromised and before violating any term of this Policy, communicate the need, in confidence, to the Town of Essex;
  - ii. inform the Town of Essex of the used products' effects on the employee's ability to safely perform his or her duties and responsibilities to an acceptable performance standard; and
  - iii. generally cooperate with the Town of Essex in the accommodation process.
- e. At all times, employees suffering from a disability - including substance abuse - have access to the Town of Essex's confidential Employee Assistance Program (FSEAP) for confidential, personal assistance.
- f. Moreover, the Town of Essex is prepared to provide any employee suffering from a disability with reasonable work accommodations. Accommodations will be considered on a case-by-case basis, taking into account the employee's functional abilities, the costs of accommodation, reasonable health and safety considerations and any other relevant factors. Accommodations may take various forms, including, but not limited to, modifications to tasks or work, re-assignment, and leave of absences, etc.
- g. An employee who requires accommodation in order to perform the essential duties of a job has a responsibility to communicate the need, in confidence, to the Town of Essex in sufficient detail and to cooperate in consultations to enable the person responsible for accommodation to respond to the request.
- h. An employee, who seeks any accommodations from the Town of Essex on account of a disability, including substance abuse, are entitled to assistance

and accommodation from the Town, and are required to seek such accommodation immediately and prior to any job safety incident or performance issues arising and/or violation of this Policy, will not be subject to discipline or any other adverse employment consequences.

## **7.00 Confidentiality**

Information provided to the Town of Essex by employees seeking accommodations will be kept confidential and private and will only be used by the Town of Essex for the purposes of accommodations and disclosed on an "as needed basis".

Individuals who report, to their Supervisor/Manager, their suspicions of another person being not Fit for Duty may do so in confidence, and the reporting individual's information and identity will be kept confidential to the extent possible but subject to any disclosure requirements imposed by law.

## **8.00 Interpretation**

This Policy is to be interpreted and implemented in a manner that:

- fosters a safe and healthy workplace;
- protects employees and others from unnecessary risks of harm; and
- respects employees' dignity, self-worth and privacy.

## **9.00 Violation**

Violations of this Policy may result in disciplinary action up to and including dismissal.

## **10.00 Related Policies**

This Policy shall be read and construed in conjunction with the Town of Essex following policies:

- Code of Conduct for Employees – Policy # 033
- Safe Driving Policy – Policy # 003

## **11.00 Policy Review**

This Policy shall be reviewed by Human Resources, in conjunction with the Multi-Workplace Joint Health and Safety Committee, on an annual basis.



## Report to Personnel Committee

Department: Human Resources  
Date: April 9, 2019  
Prepared by: Brandi Sieben, Manager, Human Resources  
Submitted by: Brandi Sieben, Manager, Human Resources  
Report Number: Human Resources 2019-03  
Subject: Amendment to By-Law 1675 Wage and Benefit Agreement between Town of Essex and Town of Essex Firefighters  
Number of Pages: 7 (including attachments)

### Recommendation(s)/Conclusion(s)

It is recommended that:

- i. Human Resources Report 2019-03 be received;
- ii. Approval be given for amendments to By-Law 1675; and
- iii. That the Personnel Committee bring forward a **"Recommendation to Council"** that the amendments to By-Law 1675 be received.

### Reason for Report

Personnel Committee and Council approval is needed to amend by-laws for the Town.

### Background

In January 2018, a Wage and Benefit Agreement between the Corporation of the Town of Essex and its Firefighter employees was negotiated and agreed upon. This agreement covered December 2017 to November 30, 2021 and became by-law 1675 on February 5, 2018. In March 2018, new regulations were proposed by the Ministry of Community Safety and Correctional Services that would require all firefighters to meet mandatory training and certification requirements set out by National Fire Protection Association. The new requirements became effective July 1, 2018, but were subsequently repealed in October 2018.

Although the new regulation was repealed, in preparing for the new certification requirements it was determined Essex Fire & Rescue Service had not been compliant in meeting the NFPA training requirements that were to be adopted by Fire Departments in Ontario in 2014. To meet the minimum curriculum and training requirements, Essex Fire & Rescue Services would need to increase current training from forty-eight (48) hours annually to seventy-two (72) training hours annually.

In determining the best option to incorporate an additional twenty-four (24) hours of annual training, consideration was given to the firefighter's schedules and work life balance, financial impact, training topics and the current training calendar. Through consultation with all stakeholders, it was determined adding one (1) hour of additional training per bi-monthly training session was the favorable option.

## Financial Impact

All additional training costs were identified and budgeted for in the approved 2019 Operating Budget (summarized below).

<b><u>2019</u></b>	Previous Agreement	Proposed Agreement
	2 Hour Meetings	3 Hour Meetings
Bi-Monthly Meeting Rate	\$ 43.70	\$ 65.55
Annual Meeting Costs per Station	\$ 17,829.60	\$ 26,744.40
Total Annual Costs	\$ 53,488.80	\$ 80,233.20

## Link to Strategic Priorities

Links to Council's strategic priority to, "manage the Town's finances and human resources in a responsible manner."

Reviewed by: Jeffrey Morrison, Director, Corporate Services, Concur





# **TOWN OF ESSEX FIREFIGHTERS WAGES AND BENEFIT AGREEMENT FOR DECEMBER 1, 2017 TO NOVEMBER 30, 2021**

The following outlines the wages and benefits for the firefighters of the Town of Essex for the period of December 1, 2017 up until and including November 30, 2021.

## **Wage Scale:**

<b><u>Current (2017)</u></b>	<b>Retainer</b>	<b>Per Call</b>	<b>Meetings</b>	<b>Truck Checks</b>	<b>Overtime</b>	<b>Other</b>
District Chief	\$4,300	\$52	\$42	\$31	\$21.50	\$21.50
Battalion Chief	\$2,200	\$52	\$42	\$31	\$21.50	\$21.50
Captain	\$1,500	\$52	\$42	\$31	\$21.50	\$21.50
Firefighter*	\$1,000	\$52	\$42	\$31	\$21.50	\$21.50

<b><u>2018</u></b>	<b>Retainer</b>	<b>Per Call</b>	<b>Meetings</b>	<b>Truck Checks</b>	<b>Overtime</b>	<b>Other</b>
District Chief	\$4,300	\$53.04	\$42.84	\$31.62	\$21.93	\$21.93
Captain	\$1,500	\$53.04	\$42.84	\$31.62	\$21.93	\$21.93
Firefighter*	\$1,000	\$53.04	\$42.84	\$31.62	\$21.93	\$21.93

<b><u>2019</u></b>	<b>Retainer</b>	<b>Per Call</b>	<b>Meetings</b>	<b>Truck Checks</b>	<b>Overtime</b>	<b>Other</b>
District Chief	\$4,300	\$54.10	\$43.70	\$32.25	\$22.37	\$22.37
Captain	\$1,500	\$54.10	\$43.70	\$32.25	\$22.37	\$22.37
Firefighter*	\$1,000	\$54.10	\$43.70	\$32.25	\$22.37	\$22.37

<b><u>2020</u></b>	<b>Retainer</b>	<b>Per Call</b>	<b>Meetings</b>	<b>Truck Checks</b>	<b>Overtime</b>	<b>Other</b>
District Chief	\$4,300	\$55.18	\$44.57	\$32.90	\$22.82	\$22.82
Captain	\$1,500	\$55.18	\$44.57	\$32.90	\$22.82	\$22.82
Firefighter*	\$1,000	\$55.18	\$44.57	\$32.90	\$22.82	\$22.82

<b><u>2021</u></b>	<b>Retainer</b>	<b>Per Call</b>	<b>Meetings</b>	<b>Truck Checks</b>	<b>Overtime</b>	<b>Other</b>
District Chief	\$4,300	\$56.29	\$45.46	\$33.56	\$23.27	\$23.27
Captain	\$1,500	\$56.29	\$45.46	\$33.56	\$23.27	\$23.27
Firefighter*	\$1,000	\$56.29	\$45.46	\$33.56	\$23.27	\$23.27

- Probationary firefighters will only be hired to fill vacant positions. These new recruits (probationary personnel) will be selected and must obtain NFPA 1001 Level I & II training as provided by the department.
- Probationary firefighters are not eligible for a Retainer as per asterisk above.
- When applying, probationary firefighters will be required to provide an application package which may include, but is not limited to: resume and certificates from Candidate Testing Services as follows;
  - Stage One – National Fire Select Test,
  - Stage Two – Part One – Medical Screening
  - Stage Two – Part Two – Clinical Assessment
- Probationary Firefighters once selected will receive a conditional job offer, to participate in training (NFPA 1001 Level I & II) provided by Essex Fire & Rescue.
- After successful completion of NFPA 1001 Level I & II, obtaining certification of NFPA 1001 Levels I & II, and a successful job performance evaluation, the probationary firefighter will then receive a final job offer.
- Probationary firefighters will receive practical training which will be paid at the “Other” rate.
- Duties of probationary firefighters will be limited to tasks and duties as assigned by the officer in charge (training or incident) and will include only such tasks/functions in which they have successfully completed relevant training and skill evaluation as part of the NFPA 1001 Level I & II Program
- Probationary firefighter training will be delivered in modules that would allow personnel to be trained in certain firefighter tasks and to perform limited duties under direct supervision prior to meeting the complete requirements for Firefighter I & II certification.
- Probationary firefighters will be able to assist and attend public education activities as well as attend scheduled departmental training to observe.

**Retainer:**

An annual stipend paid to secure the service of Firefighters, District Chiefs and Captains with Essex Fire and Rescue Services, and for repair/replacement of personal clothing as a result of duties.

**Per Call:**

- “Per Call” rate is provided for the first hour of an emergency/incident.

**Truck Checks:**

- “Truck Checks” are the weekend squad duties where squads are expected to complete vehicle, equipment, and hall maintenance as prescribed by their commanding officer and is administered as a flat rate.

**Overtime:**

- “Overtime” (for emergencies/incidents) will be compensated after one hour and will be administered by the quarter hour.

**Other:**

- “Other” includes but is not limited to: public education, fire inspections, training courses not including the semi-monthly in house and other duties approved by the fire chief, up to a maximum of 8 hours per day.

**Pay Periods:**

There will be four pay periods annually: December – February, March – May, June – August and September – November. The deposit dates will be the 2<sup>nd</sup> Thursday of the month following the end of the pay period.

**Insurance Coverage:**

All personnel will be covered with “on duty coverage” insurance with the Volunteer Firemen’s Insurance Services. Firefighters, Captains, and District Chiefs will be provided with the same “24 Hour Member Only Coverage” with the Volunteer Firemen’s Insurance Services.

**Travel Expenses:**

Travel expenses will be paid at the current Town of Essex rate for any training courses or department related business outside of Essex County where a personal vehicle is used.

**Medicals and License Renewal**

Firefighters, captains, and district chiefs will have the cost of medicals and license renewals reimbursed up to a maximum of \$100. Payment will be provided upon proof of payment.

**Meetings:**

Personnel will be compensated at the regular meeting rate for meetings including but not limited to: Essex County Fire Service Association, Essex County Firefighters Burn Unit Foundation, Joint Health and Safety Committee,

Fire Prevention Committee and any other meetings as authorized by the fire chief.

- “Meetings” is clarified as a period up to 2 hours and include regular semi-monthly in house training, station meetings. The parties recognize that training sessions involve equipment usage and the need to get equipment back in service. As a result, the parties agree that any meetings extending past 2.5 hours will be compensated based on the overtime rate above (administered by the quarter hour).

**Retirement Long Service Awards:**

Upon retirement from the department any person who served for 15 or more years will receive a long service award calculated as follows:

15 years but less than 20 years = \$300 value gift.  
20 years but less than 25 years = \$400 value gift.  
25 years or greater = \$500 value gift.

The total years served will be based on years at all 3 stations before and after amalgamation.

**Uniform Allowance:**

The Town will provide an annual uniform allowance of \$175 per firefighter, captain, and district chief to replace articles of uniforms including hat, shirts, coat, pants, and alterations to uniforms. Any unused amounts will roll over and continue to accumulate, but can only be used for firefighter apparel.

Probationary firefighters will be provided with a uniform and individualized gear upon acceptance of a final offer.

**Validation:**

This agreement is retroactive to December 1, 2017 and would be in force until November 30, 2021.

**LETTER OF AGREEMENT**

**BETWEEN**

**THE TOWN OF ESSEX**  
**(herein after referred to as the “Employer”)**

**AND**

**TOWN OF ESSEX FIREFIGHTERS**

**RE: CHANGE IN TRAINING “MEETINGS”**

This agreement is without prejudice or precedent.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the terms set out below, the parties Employer and the Town of Essex Firefighters agree as follows:

1. Current semi-monthly in-house trainings will be changed to a period of three (3) hours and will remain semi-monthly.
2. Rate of pay for semi-monthly training “meetings” shall be as follows:

2019	\$65.55
2020	\$66.85
2021	\$68.20

3. Three (3) hour semi-monthly trainings will commence June 2019.
4. This agreement shall remain in place until November 30, 2021.

DATED at Essex, Ontario, this \_\_\_\_\_ day of March 2019.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For Town of Essex Firefighters

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For The Town of Essex