

EMPLOYEE BENEFITS POLICY

Effective Date: February 7, 1994

Revision Date: February 7, 1994; April 2, 2001; March 7, 2005; October 2, 2006; December 20, 2021; January 19, 2026

1 PURPOSE

1.1 The following policy establishes employee benefits for Town employees, to ensure uniform delivery of benefits to all employees.

2 STATUTORY HOLIDAYS

2.1 Employees shall be entitled to Statutory holidays per below:

- a) New Year's Day
- b) Nova Scotia Heritage Day
- c) Good Friday
- d) Easter Monday
- e) Victoria Day
- f) Canada Day
- g) Labour Day
- h) Thanksgiving Day
- i) Remembrance Day
- j) Christmas Day
- k) Boxing Day
- l) National Day for Truth and Reconciliation
- m) 1st Monday in August, or a civic holiday so proclaimed.
- n) One (1) floating holiday per fiscal year
- o) Any other day proclaimed by the Federal, Provincial or Municipal Government, as a public holiday

2.2 As described in the Labour Standards Code, when a holiday falls on a day that is a non-working day for employees, the holiday shall be observed on next working day immediately following the

general holiday, or at a time mutually agreed upon by the employee and the CAO (inside employees) or Director of Public Works (outside employees).

2.3 Only employees who are currently working shall be entitled to paid holidays.

3 VACATIONS

3.1 The Town of Middleton vacation year begins April 1st and ends March 31st of the following year.

3.2 Permanent employees shall receive vacation based on years of unbroken service per the following schedule.

During first year of employment	Pro-rated portion of 10 working days
After 1 year's service	15 working days
After 10 year's service	20 working days
After 15 year's service	25 working days
After 25 year's service	30 working days

3.3 The CAO may approve a different number of days for an employee who has gained experience elsewhere, such as a Director level position.

3.4 If an employee is approved for a different number of days than mentioned above, the employee shall receive an additional five (5) days upon the anniversary dates outlined in section 3.2 to maximum of thirty (30) days.

3.5 A permanent employee who works less than a full year or less than full-time hours shall receive vacation days on a pro-rata basis with time worked per schedule 3.2.

3.6 Employees who are not permanent employees will receive vacation pay in lieu of vacation days per schedule 3.2.

3.7 Past service may be counted for determining vacations at the discretion of the CAO at the time of re-employment.

3.8 If an employee is hired and begins work between March 1 and April 1 of any given year, the employee shall receive one vacation day.

3.9 If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed upon by the employee and the CAO (inside employees) or Director of Public Works (outside employees).

3.10 Vacations shall be taken between April 1 and March 31 of any given year and shall not be carried over to any subsequent year without approval of the CAO. When it is not possible for an employee to use allotted vacation time as outlined in 3.2, for whatever reason, the employee must notify the

CAO as soon as possible: to request approval of carry-over in the next fiscal year or approval for a payout of remaining vacation at the end of that year. Such approval will not be unreasonably withheld. Where carry-over is approved, employees will notify the CAO of their plans to use such vacation carry-over within a six (6) month period. Under no circumstances can vacation be carried over for a period in excess of six (6) months.

- 3.11 Vacation is given in advance of being earned. Therefore, if an employee leaves or is terminated, the vacation entitlement will be calculated based on the number of days worked. If an employee has taken more vacation days than they have earned, the value of those days will be deducted from the employee's final pay.
- 3.12 Vacation time shall be determined on a seniority basis within the Departments, and scheduling shall be subject to management approval and operational considerations. Employees shall not take vacation in an unbroken period of more than three (3) weeks unless mutually agreed between the employee and the CAO.

4 GROUP INSURANCE BENEFITS

- 4.1 The Town shall supply group coverage for life, accidental death and dismemberment, long-term disability, health insurance including medical and dental care. The Town shall pay:
 - 4.1.1 50% of premium costs for employees who have not completed 5 year's service with the Town, and
 - 4.1.2 65% of premium costs for employees with over 5 years of service.
- 4.2 Employees will have the option of declining the health and dental components of the benefit program providing they have comparable coverage through an alternate plan. They will also be required to sign a waiver as provided by the insurer, as well as, provide proof of their alternate plan carrier and plan number.
- 4.3 The employer will pay its share of group benefit plan premiums for up to one (1) year from date of approval, provided the employee continues to pay their share of premiums, if such absence is the

result of Workers' Compensation, LTD, pregnancy, parental or adoption leave or in the event of unpaid illness.

- 4.4 Employees who qualify for long-term disability benefits will be responsible for their portion of all premium costs for a twelve (12) month period. If the employee does not return to work after twelve (12) months, the employee is then responsible for 100% of the benefit premiums.
- 4.5 Employees who are absent from work due to a work-related injury or illness that is covered by Workers' Compensation will be responsible for their portion of all premium costs until they return to work.
- 4.6 The Town agrees to offer extended Health Care and Dental Insurance for early retirees as follows:
 - a) the employee has been employed for a minimum of ten (10) years, and
 - b) the employee has reached the age of fifty-five (55), and
 - c) the employee agrees to pay one hundred percent (100%) of the early retiree premiums.
 - d) participation ceases when the employee attains the age of sixty-five (65).
- 4.7 The Town reserves the right to amend the Group Insurance Plan at any time. The Town will consult with employees before making any material amendments.

5 PENSION PLAN

- 5.1 All eligible non-union employees shall be enrolled in the Defined Contribution Pension Plan. The Town shall contribute 6% for all eligible earnings for each enrolled employee and the employee shall contribute 6% of eligible earnings.
- 5.2 An employee may elect to have voluntary deductions made from their pay and will advise the Town in writing of the amount(s) accordingly. The Town's contribution will not exceed the amount previously stated in section 5.1.
- 5.3 The Town reserves the right to amend the Pension Plan at any time. The Town will consult with employees before making any material amendments.

6 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

- 6.1 Employees and their immediate families have access to an Employee and Family Assistance Program (EFAP). This program offers confidential support services including individual and family

counseling, financial and legal counseling, family advisory and health information services. If necessary, the program also provides referrals to long-term, specialized care.

7 SICK LEAVE

- 7.1 Employees shall earn sick leave at the rate of one and one half (1.5) days for every month an employee is employed to a maximum of one hundred and twenty (120) days. Employees shall not accumulate sick leave while on lay-off.
- 7.2 Employees hired prior to October 4, 2004; sick leave shall be earned at a rate of 2 days per month to a maximum accumulation of 120 days. Employees shall not accumulate sick leave while on lay-off.
- 7.3 The Town may require a doctor's certificate after three days of consecutive illness. The Town shall pay 100% of the employee's salary for an employee who is absent from work due to a work-related injury or illness that is covered by Workers' Compensation until such time they receive coverage directly from Workers' Compensation or the employee returns to work. The Town shall be refunded 100% of the employee's salary paid for said period directly from Workers' Compensation. If the employee is not approved or covered by Workers' Compensation, any salary paid by the Town that is not covered would be deducted from the employee's sick leave.
- 7.4 Where no one other than the employee can provide for the needs during illness of a spouse (including common-law spouse), children or parents, the employee shall be entitled to use a maximum of four (4) accumulated sick leave days per year for this purpose.
- 7.5 A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) that the employee is absent for sick leave.
- 7.6 An employee of more than one (1) year of service who has exhausted sick leave credits may be allowed an extension of sick leave to a maximum of five (5) working days. Upon return to duty, the employee shall repay the extension of sick leave in full at the rate of one day per month.
- 7.7 When an employee is on an unpaid leave of absence for any reason, the employee shall not receive sick leave credits for the period of such absence but shall retain accumulated credit.
- 7.8 Medical appointment(s) that cannot be scheduled outside of regular working hours shall be paid from accumulated sick leave. Actual time of the appointment and the appropriate related travel time may be included.
- 7.9 Sick leave entitlements are provided exclusively for use during periods of illness or injury occurring during active employment. Accumulated but unused sick leave does not constitute a vested benefit and holds no monetary value. Accordingly, upon cessation of employment with the Town

of Middleton, whether by resignation, termination, retirement, or any other form of separation, any unused sick leave shall be deemed forfeited and shall not be compensated in any form.

8 HOURS OF WORK

- 8.1 The normal work week for inside employees and the Director of Public Works shall be five (5) days per week (Monday to Friday), seven (7) hours per day, constituting a thirty-five (35) hour work week. The normal workday shall be from 8:30am to 4:30pm, with one (1) hour for lunch and with a rest period of fifteen (15) consecutive minutes in both the first half and the second half of the day. Any arrangement outside of this schedule must be approved by the CAO.
- 8.2 The work week for outside employees shall be five (5) days per week (Monday to Friday), eight (8) hours per day, constituting a forty (40) hour work week. The normal workday shall be from 8:00am to 5:00pm, with one (1) hour for lunch and with a rest period of fifteen (15) consecutive minutes in both the first half and the second half of the day. Any arrangement outside of this schedule must be approved by the CAO.
- 8.3 Non-union employees at times will be requested to work hours above their usual hours of work.

9 TIME OFF IN LIEU OF OVERTIME

- 9.1 Time Off in Lieu (TOIL) is provided to non-union employees at the discretion of the employer as an alternative to paid overtime when non-union employees are requested to work hours above their usual hours of work.
- 9.2 TOIL is accrued at straight time (hour for hour worked).
- 9.3 TOIL may be granted only for pre-approved overtime. Employees must obtain supervisory approval prior to working overtime.
- 9.4 TOIL shall be taken at a time mutually agreeable to the employee and the supervisor, considering operational requirements. TOIL should be scheduled and used within 3 months following the

month in which it was earned, unless extended by mutual agreement. Requests for TOIL shall not be unreasonably denied.

- 9.5 Non-union employees may accrue TOIL up to a maximum of one (1) week unless otherwise approved by the CAO.
- 9.6 TOIL balances shall be included on each non-union employee's timesheet and shall be reviewed by the employee's supervisor each pay.
- 9.7 TOIL balances are never paid to a non-union employee, except upon termination.

10 RETIREMENT

- 10.1 At the time of retirement, the Town shall pay to the employee in a lump sum payment, a retirement award of \$500 for the first 10 years' service, plus \$200 per each year of service in excess of 10 years.

11 RECOGNITION OF IMPROVED BENEFITS

- 11.1 Recognizing that Employee Benefits should be provided equitably and consistently to all Town employees, any improvement in the previously mentioned employee benefits in any contract negotiated by the Town, shall automatically accrue to the benefit of all non-union full-time employees.

12 APPEALS PROCESS

- 12.1 For unionized positions grieving a decision by the CAO under this policy, the procedure set out in the Union contract shall be the accepted process.
- 12.2 Non-union positions may appeal a decision of the CAO under this policy direct to Committee of the Whole of Council, with a copy of the appeal filed with the CAO. Such appeals shall be dealt with in an in-camera session as a personnel issue.
- 12.3 Where any provision requiring approval applies to the Chief Administrative Officer's position, Council shall be the approving authority.

13 CONFLICTS

13.1 Where a union contract conflicts with this policy, the union contract shall prevail for unionized employees.

14 REFERENCES

14.1 Province of Nova Scotia - Labour Standards Code

15 PREVIOUS POLICIES

15.1 The previous policy 9/5 “Fringe Benefit Policy for employees” amended by Council on March 7, 2001 is hereby amended.

15.2 The previous policy 9/6 “Long Term Disability and Accidental Death Policy” amended by Council on February 5, 2001 is hereby amended.

15.3 The previous policy D 4.1 “Fringe Benefits Policy” amended by Council on October 2, 2006 is hereby amended.

I, ASHLEY CROCKER, Chief Administrative Officer of the Town of Middleton, do hereby certify that the Policy, of which the foregoing is a true copy, was duly passed at a duly called meeting of the Town Council of the Town of Middleton held on the 19th day of January 2026.



Chief Administrative Officer

Policy Adoption	
Date of 7-day notification to Council	January 10, 2026
Date of Approval	January 19, 2026