

HUMAN RESOURCES POLICIES & PROCEDURES GUIDELINES

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GENERAL POLICY STATEMENT

ALL POLICIES AND OPERATIONS OF THE TOWN OF BEAVERLODGE WILL COMPLY WITH LAWS, BYLAWS, AND REGULATIONS MADE BY A COMPETENT AUTHORITY. A COMPETENT AUTHORITY IS DEFINED AS A LEGISLATIVE BODY AND/OR GOVERNMENT OF CANADA. THE POLICIES ADOPTED WILL ALSO ADHERE TO THE MUNICIPAL GOVERNMENT ACT.

Staff

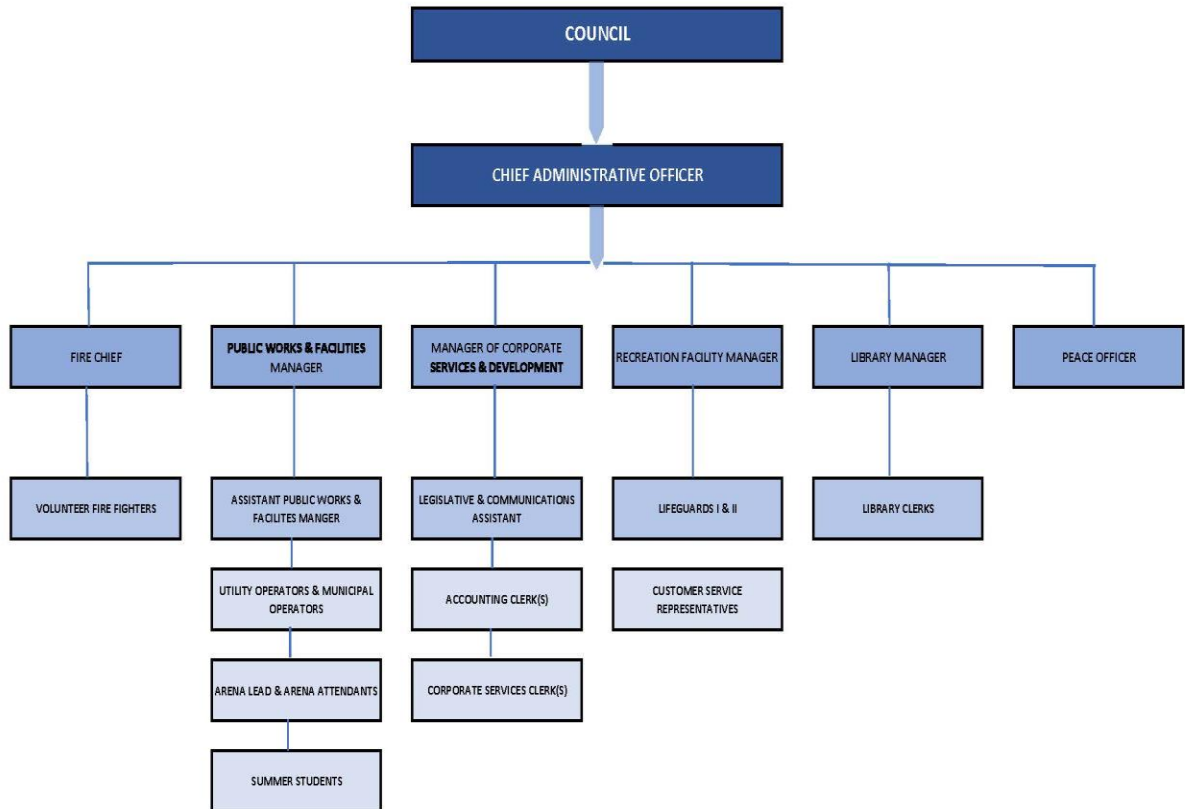
1.1 Staff

Staff performs functions, which contribute to the achievement of the organization's mission and strategic plan. The chart in **Section 1.2** illustrates the current operating structure for the Town of Beaverlodge. Established positions and job descriptions are subject to change. The duties and responsibilities of the CAO are set out in the CAO By-Law, a summary is below.

The CAO performs duties relative to personnel administration. The duties include the following:

- (1) conduct annual performance review and general evaluation with all staff
- (2) establish policy regarding personnel
- (3) delegate specific responsibilities to designated individuals and/or groups as outlined herein
- (4) approves the job description and salary range applicable to each staff position

1.2 Organizational Chart



Definitions

Within the contents of this manual the following definitions are used:

- CAO:** Chief Administrative Officer
- Council:** The elected Town Council for the Town of Beaverlodge
- Consultant or Contractor:** a person who is not an employee retained to provide services to the Town of Beaverlodge
- Employee:** any person deemed to be an employee by law or by this policy and includes:
- a) Regular employee:** a person employed to work on a continuous full-time or continuous part-time basis
 - b) Temporary employee:** a person employed for work which is not of a continuous nature, such as:
 - (i) a seasonal position
 - (ii) a position to carry out a special project or work which is not continuous
 - (iii) a temporary position created to cover an employee on vacation, sick leave, leave of absence, or other leave
 - (c) Contract employee:** an employee working either full-time or part-time under an individual Contract Agreement.
- ESC:** Alberta Employment Standards Code
- Employer or Corporation:** Town of Beaverlodge
- Immediate Family:** Parent, grandparent, grandchild, former guardian, wife, husband, common-law spouse, same sex partner, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- Nepotism:** Favoritism shown or patronage granted by persons to relatives or close friends.
- The practice among those with power or influence of favoring relatives or friends, especially by giving them jobs.
- Service or Anniversary Date:** An employee's service date is the last date the employee was hired for the present period of employment. This date shall be used to determine eligibility for all benefit programs. By agreement between employer and employee, a service date, other than the above, may be established if such date is more equitable.
- Overtime:** Work performed by an employee in excess of the employee's regular scheduled hours of work with the prior approval of the employer.

General Guidelines

The policies in this manual are expected to contribute to a “TEAM” attitude between all employees, and assist in the efficient performance of work assignments. Therefore, proposed changes will be provided to all staff and staff shall have an opportunity to provide feedback on the proposed changes.

In order to provide greater flexibility, any provision of this policy may be varied or additional benefits provided by mutual agreement between the Employee affected and the employer.

New employees at the beginning of their employment shall read this policy manual. They must request clarification of any items that are not clearly understood and sign a letter acknowledging that they have read, understand and accept the policies stated within the policy manual.

In the event there is a conflict between the contents of this policy manual and any Federal, Provincial (i.e. ESC or Municipal Act), regulation or by-law, the government regulation will supersede the terms of this policy manual.

The Town of Beaverlodge subscribes to the Alberta Human Rights, Citizenship & Multiculturalism Act. No one shall discriminate against any client, employee or applicant for employment on the basis of that person’s race, color, ancestry, place of origin, political belief, religion, union affiliation, marital status, family status, physical or mental disability, sex, sexual orientation or age or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or intended employment of that person.

1.3 Purpose of this Manual

The purpose of this manual is to:

1. establish and maintain orderly, consistent administration of personnel policies
2. assist the Town of Beaverlodge in providing quality service to the community
3. establish and foster guidelines for effective working relationships at all levels of the organization
4. establish and maintain orderly, consistent administration of operation policies

The personnel and operation policies, procedures and practice will be subject to regular review and further development in the light of experience and change.

The CAO and other supervisory staff implement personnel policy.

Employees shall direct inquiries to his/her supervisor.

1.4 Updates

Accurate, up-to-date, copies of this manual shall be maintained at the office where the Town of Beaverlodge regularly conducts business. Copies shall be made available to each employee. Employees shall have the opportunity to ask for and receive clarification of any personnel policy established by the Town of Beaverlodge.

The Town of Beaverlodge shall maintain, as current as possible, copies of Federal and Provincial statutes and regulations, which relate to employees in their status as employees. The documentation will include statutes and regulations, which are referred to in this manual. The Town shall maintain up-to-date copies of employee benefit insurance contracts. These policies, regulations, contracts, and agreements, including the by-laws of the Town of Beaverlodge, shall be available for perusal by all employees.

Refer to the **Appendices** for copies of pertinent statutes and regulations.

Hiring

1.5 Hiring Policy

1. The position of CAO, Assessor, By-Law Enforcement and Building Inspector will be appointed by By-Law.
2. The Interview Board for hiring the CAO shall consist of the Mayor and at least two (2) Councilors. The Interview Board for hiring of Finance Manager will consist of the CAO, one Councilor and one other person determined by the CAO
3. Applicants for all other positions, interviewed by the CAO and the immediate supervisor for the position to be filled. Management positions will be interviewed by the CAO and Finance Manager and one other person determined by the CAO

1.6 Hiring Procedure

Regular positions, temporary positions and consultants

New positions shall be posted at the Town Office, as well as in the coffee room of all other municipal buildings. Each position shall include a brief job description, qualifications required, salary range, name and address of the individual to whom applicants should address an application or inquiries, and closing date of the competition. Where appropriate, similar notices may be published in periodicals, posted with employment agencies, or advertised in some other manner.

Each applicant for employment shall make application by submitting a resume.

The immediate supervisor, or an appointed delegate, shall review the application and, where appropriate, contact references and/or conduct interviews, and take other steps required to ensure, that the vacancy is filled by the best qualified candidate.

Each person selected for employment will receive written notification of his or her appointment. Refer to Appendix B for sample employment offer. Contents of the appointment letter will include the specific job title for which the person is hired, a brief description of the duties to be performed, channel of supervision for the new employee, the rate of compensation, and any special conditions of employment.

The employee acknowledges, in writing, or signs the appointment letter and any subsequent written communication about major changes in assignment. All such written communications to and from the employee will be filed in the employee's personnel folder.

Members of an employee's immediate family (spouse, common-law companion, sons, daughters, etc.) or directors may not be considered for employment where there's a conflict of interest.

Council members applying for a staff position with Town of Beaverlodge must resign from Council prior to application for employment.

Staff members must resign from their employment with the Town of Beaverlodge prior to seeking nomination for Town Council.

Contractual positions

Contract positions are for employment contracts only; this section does not apply to service contracts.

Résumés may be accepted for competitive contractual work at any time and where appropriate. Notices of contract positions may be posted at the Town office, and/or published in periodicals, posted with employment agencies, or advertised in some other manner.

The CAO or a delegate will interview and select prospective contractual workers.

A person selected for employment will receive written notification of their appointment. Contents of the employment contract will include the specific job title for which the person is hired, a brief description of the duties to be performed, the channel of supervision for the new contractor, the rate of compensation, and any special conditions of employment.

The contractor acknowledges, in writing, or signs the appointment letter and any subsequent written communication about major changes in assignment. All such written communications to and from the contractor must be kept on file.

Terms and Conditions of Employment

1.7 Medical Exams

A satisfactory medical examination may be made a condition of employment.

1.8 Criminal Records Check

A satisfactory criminal records check will be made a condition of employment.

1.9 Driver's Abstract

A satisfactory Driver's Abstract will may be made a condition of employment.

1.10 Probation

A new employee will be on probation for a specified period as determined by the interviewing board to a maximum six (6) month period to determine the mutual compatibility of the employee and the Corporation. After the end of the probationary period the employee may:

1. Be offered a full-time position, or
2. Have his/her employment terminated.

1.11 Staff Performance Appraisals

A performance appraisal or performance review of each employee shall be conducted by the immediate supervisor prior to the completion of his/her probationary period.

Reviews will be prepared to evaluate actual performance against the performance of duties as stated on the employee's job description.

All employee appraisals shall be reviewed prior to the end of the first anniversary. Ongoing employee performance evaluations shall be undertaken at least annually and will be a factor in determining salary or wage adjustments. Refer to Appendix C for sample evaluation form.

Salary or wage adjustments will not be considered without a performance appraisal.

All performance appraisals shall include a verbal and written review with the employee; the appraisal shall be endorsed by the employee and the person or persons conducting the appraisal.

The immediate supervisor will appraise the performance of each employee. The HR Committee of Council will conduct the performance review of the CAO.

Completed and endorsed performance appraisals shall be kept on record in the employee's personnel file. Refer to Performance Appraisal/Evaluation sample under Appendix C.

1.12 Change of Classification

Changes in classification will be made if the staff member's job description or workload has changed significantly.

1.13 Disciplinary Action

With the exception of very serious conditions, Town of Beaverlodge will utilize a corrective progressive discipline approach, which permits the employee an opportunity to respond to correction. In the event the employee does not respond, the next step in the procedure may be utilized.

The following steps in discipline are recognized in order of seriousness:

1. oral reprimand;
2. Written disciplinary warning which will include the consequences if actions are repeated in the future.
3. Discharge of employment.

Before using any of the above disciplinary measures, the disciplinary measure appropriate to the case will depend on many factors, including the following:

1. the nature and degree of the offence,
2. whether the offence was deliberate or a result of carelessness,
3. the employee's previous record of conduct,
4. interval since last violation,
5. Extenuating circumstances.

1.14 Working Policy of Proper Channels to Express Grievances

The Town of Beaverlodge assures each employee fair and equal treatment and consideration. Where, in the opinion of the employee, unfair treatment has been rendered under these policies, or some other problem arises, the following procedure applies:

1. The employee shall discuss the matter with their immediate supervisor within seven (7) working days from the day the grievance occurred.
2. If the grievance remains unresolved after discussion with the supervisor, the employee will then take the grievance to the CAO within three (3) working days. The CAO will then conduct a personal interview involving the employee and any other involved person(s) and endeavor to resolve the grievance.
3. If the grievance involves the CAO then it will be brought to the attention of the HR Committee of Council within three (3) working days. The HR Committee will then conduct a personal interview involving the employee and any other involved person(s) and endeavor to resolve the grievance.

4. The HR Committee may forward a grievance or complaint to an Independent Mediator for resolution.

The HR Committee or Independent Mediator is the final level in which the grievance or complaint may be reviewed. One of the above may accept or dismiss the grievance or complaint, with reasons stated in writing.

1.15 Grievance Procedure

1. A grievance is defined as any difference arising out of the interpretation, application, administration, or alleged violation of the General Policies.
2. The time limits specified in the policy shall not include Saturdays, Sundays, and named Holidays. Time is of the essence, although the time limits may be extended by the consent of both parties in writing.
3. The grievor shall be present at each step of the grievance procedure, and may request the presence of a fellow employee at step 2 and beyond.
4. The purpose of the grievance provisions is to ensure that any grievance is processed in an expeditious manner; therefore, compliance of the provisions is mandatory. If the corporation fails to comply with the provisions, the grievance may be processed to the next step by the grievor. If the grievor fails to comply with the provisions, the grievance shall be considered abandoned. An abandoned grievance will not prejudice Employees in any future grievance of the similar nature.
5. An earnest effort shall be made to settle grievances fairly and promptly in the manner hereinafter described:

Step 1:

The grievor will first seek to settle the dispute with their immediate supervisor on an informal basis.

Step 2:

Failing satisfactory settlement, and after the response in Step 1, the grievance may be submitted to the CAO. The grievance shall be in writing and must include a statement of the following:

- a) the name of the aggrieved;
- b) the nature of the grievance and the circumstances out of which it arose;
- c) the remedy or correction of the corporation is requested to make; and
- d) the section(s) where the Policy is claimed to be violated.

A meeting between the parties shall take place, with the decision of the supervisor being rendered in writing within four (4) days following receipt of the submission at this step.

Step 3:

Failing settlement at Step 2, the grievance may be submitted to the HR Committee in writing as aforementioned.

A meeting between the parties and the HR Committee takes place, with the decision being rendered in writing within ten (10) days following the receipt of the submission at this step. The decision of the HR Committee is final and will be advised through written correspondence forwarded to the CAO and the grievor.

1.16 Duration of Employment

Each employee will have the duration of employment stated in their employment letter. Unless otherwise stated the duration of employment shall be considered indeterminate.

Personnel Records

1.17 Personnel Record Documentation

The file for each employee shall be established at the date of employment and permanently retained by the Town of Beaverlodge for seven (7) years after termination.

Each employee's individual personnel file shall contain all pertinent documents relating to the employee's status and job performance. The employee's file shall include the following pertinent documents wherever applicable:

1. The employee's application and resume;
2. Letters of reference from previous employers;
3. Correspondence with reference to the employee;
4. Letter of appointment or contract;
5. Copy of clear criminal records check;
6. Copy of driver's license and business insurance, where applicable. Copies of certificates such as lifesaving, first aid, etc., where applicable.
7. Up-to-date staff development records listing workshops attended, etc.
8. Evaluation of performance signed by the employee.
9. Copies of letter(s) of reference provided by the Town of Beaverlodge to others at the employee's request will be kept on file.
10. Copies of communications commending the employee.
11. Copies of communications pertaining to a suspension and/or termination.
12. Copies of communications pertaining to a resignation.
13. Copies of communications pertaining to a demotion.
14. Copies of communications pertaining to a retirement.
15. Copies of communications pertaining to a grievance.
16. Salary history.

Employees shall have access to their personnel files. It is the responsibility of the employer to ensure that personnel records contain current staff development information.

Time and attendance records, travel, leave, accrual and documents relating to pay shall be maintained in financial records and retained for seven (7) years.

Employee files may not have the above information prior to January 1, 2011.

1.18 Rights to Personnel Records

It is the right of every employee or client:

- a) to see any information about themselves if the information is to be provided to a third party; the person must give permission for release of the information with the exception of information required to obtain satisfactory group benefits as indicated under section 11.3;
- b) to see any records or information about themselves held by the Town of Beaverlodge unless the information was given in confidence by a third party;
- c) to obtain copies of the above at that person's own expense;

- d) Only the CAO, immediate supervisor or member of the HR Committee has authority to provide employment references or recommendations specific to the performance of a current or former employee of the Town of Beaverlodge. Employees circumventing this authority by personally providing references or recommendations on behalf of the Town of Beaverlodge will be subject to disciplinary action.

1.19 Personnel Record Information Changes

Each employee is required to promptly inform the Town of Beaverlodge of any changes to the following information on file in their personnel records:

1. Address and telephone number.
2. Emergency contact information.
3. Number of dependents to be used for group benefits and withholding tax.
4. Social Insurance Number.
5. Designated beneficiary for survivor's benefits.
6. Updated Staff Development Form

Employee Conduct

Employees are expected to conduct themselves in a manner that is acceptable to the type of activities carried out by the Town of Beaverlodge, with regard to appearance and relationships with the public. Each employee is responsible to perform his or her duties as per their job description.

1.20 Reporting Inability to Work

Each employee shall inform (inform by means acceptable by the employer) the employer as soon as possible, of their inability to report for work because of illness, injury, or compassionate reason. The employee shall make every reasonable effort to inform the employer of the date of their return to work in advance of that date.

1.21 Abuse of Sick Leave, Special Leave or Benefits

No employee shall use sick leave, special leave, and other leave, or any benefit provided by the employer for any purpose other than that specified. No employee shall make a false claim for any leave or benefit, or submit falsified information in support thereof. Any employee who contravenes this section is subject to disciplinary action. (see Section 5.7) If the employer suspects an employee of abuse of leave or benefits, the employer has the right to request proof of use of such leave or benefits.

1.22 Dress Code

All employees shall maintain a satisfactory standard of dress and general appearance appropriate to their duties.

Administrative staff shall wear business casual attire at all times unless other attire is authorized by their immediate supervisor.

Pool staff shall wear approved swimsuits and shall wear issued uniforms when not in the pool area.

Public Works, Facilities and water plant staff shall wear suitable weather appropriate attire and required Personal Protective Equipment (PPE). Each employee shall wear appropriate footwear when operating equipment or machinery.

The Town may require uniform attire in which case the Town shall provide the uniform to the staff. In the event that a staff member quits, is terminated or otherwise leaves the employ of the Town, the staff member shall return all uniform items to the Town prior to receiving a final pay cheque. Where uniforms are required and provided, staff shall be responsible for keeping the uniforms in good repair, subject to normal wear.

1.23 Internet and E-mail Use

Internet access and e-mail will be used in an ethical and professional manner. Town of Beaverlodge e-mail and user accounts will not be used for inappropriate behavior such as for sending offensive material or accessing offensive websites (including pornography, hate literature, or any material that contravenes the Alberta Human Rights, Citizenship & Multiculturalism Act). Employees will also ensure that their use does not contravene any laws or regulations relating to copyright and licensing. Employees will also ensure that their use does not result in Town systems being compromised.

1.24 Supplementary Employment

No employee shall engage in outside employment or activities, which interferes with the efficient performance of the employee's duties and/or responsibilities. No employee, shall engage in outside employment and/or activities which will occupy time during the employee's working hours; neither shall outside employment and/or activities involve the performance of duties which the employee is required to perform as part of the employee's employment, without the express written consent of the CAO.

Any such outside employment and/or activities shall not involve a conflict of interest or conflict with the employee's duties.

1.25 Conflict of Interest

Any member (staff, committee or board member, or contractor) of the organization who has a conflict of interest in connection with any items or transactions before the Town of Beaverlodge shall make clear his/her position and withdraw from any and all Municipal proceedings regarding this interest.

Any member having a conflict of interest as per above and failing to withdraw from the Municipal proceedings affecting this interest shall be subject to possible disciplinary action, dismissal and/or legal action.

1.26 Nepotism

The Town of Beaverlodge does not condone nepotism in any form at any level of the system.

In no case shall there exist an immediate family relationship between two employees, with one employee responsible for the other. Other arrangements shall be made for daily supervision of employees where an immediate family member assumes supervision in an acting capacity.

1.27 Acceptance of Gratuities

Employees are prohibited from accepting gifts, money and/or gratuities from any person receiving benefits and/or services or any other person otherwise in a position to benefit from an employee's action.

1.28 Political Affiliation or Involvement

Employment with Town of Beaverlodge shall not be offered as a consideration or reward for the political support of any political party or candidate for public office. No employee shall, during working hours, or as a representative of Town of Beaverlodge, engage in partisan political activity.

1.29 Professional Conduct

The Town of Beaverlodge adheres to the tenets of the ICMA with regard to professional conduct, in particular Tenet 7 which restricts political involvement while working for the Town of Beaverlodge. All employees are prohibited from seeking public office or serving on boards without the written permission of the Mayor and CAO. The intent of this prohibition is not to limit freedom of expression of employees, but to prevent possible conflicts of interest that may occur as a result of serving on a board or in a public office while working for the Town. Typically permission will be readily granted to serve as a board member on professional associations and service clubs as these are unlikely to create conflicts of interest.

1.30 Confidentiality

In accordance with the Freedom of Information and Protection of Privacy Act (FOIPP), the Town of Beaverlodge has a strict oath of confidentiality policy. All employees are acknowledging their understanding of the oath of confidentiality agreement by signing this document. All information is kept strictly confidential, secure and locked and can only be released in accordance with the terms and conditions set out by the policies in place.

Hours of Work

1.31 Office Hours

The regular hours of the Town Administration Office are 9:00 AM to 5:00 PM 9:00 AM to 12:00 PM and 1:00 PM to 5:00 PM, the Town Office will be closed for lunch from 12:00 PM to 1:00 PM, Monday to Friday exclusive of statutory holidays and may be subject to change with notice.

1.32 Outside Workers

The regular hours of Public Works are 8:00 AM to 5:00 PM 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM, Public Works will be closed for lunch from 12:00 PM to 1:00 PM, Monday to Friday exclusive of statutory holidays and may be subject to change with notice. Starting and quitting time may be changed to meet operational requirements.

Recreation Staff shall work shift work averaging 160 150 hours per 4-week period.

1.33 Hours of Work

The average hours of work for a full-time administrative employee, exclusive of meal periods, is seven (7) hours per day or thirty-five (35) hours per week; any overtime hours must be approved by the Manager in concert with Policy 8.5.

The regular workday for a full-time public works employee is eight (8) hours per day or forty (40) hours per week, exclusive of the meal period. Public Works staff may be required to work shift work, weekends and statutory holidays as required to meet operational requirements.

1.34 Meal Periods

- a) A meal period shall be scheduled as close as possible to the middle of the workday. The length of the rest period will depend on the employee's occupation, it will vary from thirty (30) minutes to sixty (60) minutes shall be sixty (60) minutes.
- b) Meal period will be granted according to the ESC, which provides for minimum of 30 minutes every 5 consecutive hours.

An employee shall be entitled to take their unpaid meal period away from the workstation.

If the employer or delegate, requests that an employee work during the meal period, the meal period shall be considered time worked.

1.35 Authorization and Application of Overtime

Overtime will be allowed in accordance with Alberta Employment Standards and regulation. Alberta Employment Standards requires that a written overtime agreement must be signed by the majority of employees where overtime hours are to be banked and subsequently taken off with regular pay instead of overtime pay. As such, the Town of Beaverlodge shall create and keep on file a Group Overtime Agreement that is negotiated and signed by all employees. See Appendix C – Sample Group Overtime Agreement.

An employee who is required to work overtime as a part of his regular duties (fox example, weekend monitoring of the water treatment plant) shall be entitled to overtime compensation at a rate of one hour off for each hour of overtime worked to overtime pay. An employer may give an employee time off work with pay (banked overtime) at a rate of 1.5 hours for each overtime hour worked as part of an overtime agreement between the employer and employee. when the overtime worked is authorized and scheduled in advance by the employer. Time off with pay will be provided, taken and paid at the employee's regular wage rate at a time that the employee could have worked and received wages from the employer. This time off shall be scheduled and approved by the employee's supervisor so as to not impact operational requirements.

According to Employment Standards, time off with regular pay instead of overtime pay must be provided, taken and paid to the employee within three months of the end of the pay period in which it was earned, unless the Director of Employment Standards issues a permit authorizing an agreement that provides for a longer period within which the time off with pay is to be provided and taken. According to Employment Standards, employees must use up banked overtime within 6 months of the end of the pay period in which they earned it, unless there is a collective agreement that allows the overtime banking period to be extended.

With the exception of emergencies all overtime shall be banked and taken as time in lieu as per the Town of Beaverlodge Group Overtime Agreement. Apart from emergencies all overtime shall be banked and taken as per the Town of Beaverlodge Group Overtime Agreement.

Special situations which may be considered “Emergencies” (disruptions of water or sewer services, snow plowing, etc.) will be recognized as overtime when the work cannot be completed during the regular work day and remuneration will be made on the basis of time and one-half (1 ½) of the regular pay for the first eight (8) hours of overtime and double-time (2 x) for the next eight (8) hours in a twenty-four hour time period.

When either the employer or employee ends the employment relationship by giving written notice of termination, an employer can require the employee to use up some or all outstanding banked overtime during the notice period. Whether or not any notice of termination was provided, any banked overtime not provided and taken with pay by the end of the last day of employment must be paid out at time and one half paid out at the employee’s regular rate of pay, as overtime hours are banked at a rate of 1.5 at the time the overtime was incurred. the employee’s regular rate of pay at the time it was earned.

1.36 Meetings

Full-time staff and managers may be called to attend meetings of the Council outside of their regular working hours as required, they shall be compensated as per their individual Employment Contracts.

Full time staff shall be compensated at a rate equal to the overtime rate for all meetings attended outside of regular work hours.

Compensation and Allowances

1.37 Pay Periods

An employee's wages shall be paid bi-weekly and on an auto-deposit basis.

A pay statement shall be given to each employee confirming the wages earned and paid, including any deductions made. Time sheets are to be completed and submitted 5 days prior to the pay day.

1.38 Salary Adjustment (Wage Steps)

Salary Adjustments will be based on performance reviews as per Section 5.5.

Salary adjustments if any will conform to the pay grid set for the position the employee is in. At no point shall an employee receive an increase in salary if that increase would take them off the salary grid. The performance review for an employee shall determine if and to what level an increase in pay if any an employee shall receive. Step increases shall be guidelines for calculating the annual increase. An employee may receive a full step increase, a fifty percent (50%) of step increase or no increase at all.

1.39 Cost of Living Increases

Council shall determine the annual cost of living adjustment applied to the pay grid each year. This increase shall be based on a number of factors including but not limited to the Consumer Price Index for Alberta and the Average Weekly Earnings for Alberta as published by Stats

Canada. At no point shall Council consider a negative cost of living adjustment, if the indexes indicate a negative cost of living adjustment then the cost of living adjustment may be set to zero percent. Regardless of when Council determines the annual cost of living adjustment the effective date shall be determined to be January 1st of that year, unless Council makes the decision prior to the end of the year previous, in which case the effective date shall be determined to be January 1st of the next year.

Any employee that is currently paid more than the highest level of the pay grid for their position shall not receive a cost of living increase until such time as the pay grid is higher than the employee's current rate of pay. The 'red circling policy' as set out in section 9.3b below shall be adhered to.

1.39a Job Evaluation (Internal Equity)

It is the policy of the Town to provide its employees with fair and equitable compensation for work performed. The CAO shall maintain the job evaluation process to ensure internal equity is maintained. Job evaluation should be conducted for every new position in order to ensure the organization is hiring the correct level based on expected tasks, qualifications and responsibilities of the job. Job evaluations should also be conducted when a job has changed substantially in order to reflect the current role, which is known as reclassification or re-evaluation prior to establishing the salary for the position.

It is the responsibility of the CAO to maintain internal processes and systems to ensure that the relative value of all jobs, roles and functions are correctly ranked in relation to one another in an equitable, gender neutral, consistent and effective manner, and properly recognize those aspects of work which are valued by the Town of Beaverlodge.

1.39b Red Circling Policy

Any employee that is currently paid more than the highest level of the pay grid for their position shall not receive a cost of living increase until such time as the pay grid is higher than the employee's current rate of pay. The process to move the employee and the position back into the wage band established under the job evaluation system shall be as follows:

- a) If the employee is not more than 5% above the job rating the employee will not be entitled to any granted cost-of-living increases while the rating exceeds the salary/wage schedule;
- b) If the employee is greater than 5% over the job rating for the position the employee will not be entitled to any granted cost-of-living increases while the rating exceeds the salary/wage schedule. In addition, the amount of compensation above the 5% variance will be deducted from the employee's salary/wage equally over a period not to exceed five years. The employee will be entitled to cost of living once within the job rating for the position.

1.40 General Holidays

The employer recognizes the following paid General Holidays and the Town will comply with the Alberta Employment Standards Code and all regulations. Subject to the foregoing the following general holidays are provided:

New Year's Day	Alberta Family Day
Good Friday	Easter Monday
Labour Day	Victoria Day
Canada Day	Civic Holiday
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

One additional day when proclaimed by Act of Parliament or the Employer as a special holiday.

When such holidays fall on a Saturday or Sunday and are proclaimed as being observed on the next working day, that day shall be a paid holiday for Town of Beaverlodge employees. If the General Holiday falls on a week-end and not proclaimed to be observed on a normal working day, employees can schedule their day off as a "lieu day".

1.41 Group Benefit Plans

A Group Benefit Plan will be made available to all full-time regular employees and their dependents, through the Plan Carrier selected by the employer, covering the Town of Beaverlodge employees

The coverage may include the following:

1. Group Life Insurance and Disability
2. Extended Health Care
3. Health Spending Account
4. Dental Plan

1.42 Travel Allowance Policy

Employees who incur travel and subsistence expenses in the performance of authorized business shall be reimbursed for those expenses. The rates for expenses shall be as per the policy set by Council.

The administration of these regulations is the responsibility of the Finance Manager. It is important to ensure employees do not abuse the allowance provisions by: excessive use of luxury accommodations, unnecessary prolonged visits; or claiming unreasonably high amounts for meals. Further, where it is determined that an employee has falsified his/her travel expense claim, any overpayment shall be recovered and disciplinary action will be taken against the employee. Where the conflicts in the interpretation of these regulations arise, the matter shall be referred to the CAO.

If an employee or director is required to travel on Town of Beaverlodge business and overnight accommodations away from his/her regular place of domicile is necessary, he/she may claim the actual cost of accommodation on production of receipts.

1.43 Local Authorities Pension Plan (LAPP) Policy

Purpose: To establish guidelines for the administration of the Local Authorities Pension Plan (LAPP). In the event that this policy conflicts with current legislation, the legislation will prevail.

Policy Statement & Guidelines

The Local Authorities Pension Plan (LAPP) is a defined benefit pension plan, which means that eligible employees will receive a pension based on their salary and years of service. The plan is financed by employee and employer contributions and by earnings on investments made by the Board of Trustees of the Local Authorities Pension Plan.

Eligibility to Participate in the Plan

Participation in the plan is mandatory for all permanent employees working an average of 30 or more hours per week.

Eligible employees must enroll in the plan after three months of employment. Employees may buy back this probation period of three months of service once enrolling in the plan. The cost and process for this will be discussed with the employee by payroll staff upon enrolment.

Employees who come to work for the Town (not more than one day break in service) from another LAPP employer, or those who have worked for the Town in any capacity prior to becoming eligible in the pension plan will have this prior service taken into account towards the three-month probation period and may be required to enroll immediately.

Employees in the following employment categories are not eligible to participate in the LAPP:

- Temporary employees
- Seasonal employees
- Employees whose employment contract have an end date
- Employees who work fewer than an annual average of less than 30 hours per week
- Employees who would begin participation in the Plan prior to 15 years of age or after the end of the year in which they reach age 71
- Employees who receive a monthly pension from LAPP based on their previous participation in the Plan

Participation in the Plan stops after 35 years of service has been accumulated.

If an employee moves from an eligible to ineligible employment category, or vice versa, they must terminate from the Plan or participate respectively, as per pension guidelines.

Pensionable Service

The number of hours worked in a year to equal one year of pensionable service is as follows, based on employment contract size:

Number of Weekly Hours	Number of Hours to accrue one year of pensionable service
30 hours/week	1560 hours
35 hours/week	1820 hours
40 hours/week	2080 hours
42 hours/week	2080 hours
44 hours/week	2080 hours

A normal working year is a payroll posting year. An employee cannot accrue more than one year of pensionable service in a payroll posting year.

Pension Contributions while on Leave of Absence

Employees on paid leave of absence will continue contributions to the pension plan. Employees on unpaid leave of absence such as personal unpaid leave of absence, maternity/paternity leave of absence, long-term disability have the option of contributing. Employees may contribute during the leave or buy back the service upon return to work or once the year end costing has been generated.

Employee and employer contributions continue while an employee is in receipt of WCB payments but not in the case of a Lifetime WCB Pensioner.

Employer contributions for all combined leaves are limited to a maximum of one year. In excess of one year, the employee may buy back the service by paying both the employee and the employer contributions until the maximum leave period buybacks have occurred based on LAPP policy.

Pensionable Salary

Pensionable salary includes an employee's regular gross basic pay for the performance of the regular duties of employment.

It does not include non-regular earnings including, but not limited to, overtime pay, on-call pay, shift differential pay, weekend premium pay, acting pay, vacation pay that is paid in a lump sum, retiring allowances or vehicle allowances.

Administration

Pension contributions are non-taxable deductions.

Contribution rates for employees and employers are determined by the LAPP Board of Trustees.

A member is not vested in the pension plan until two years of membership has been obtained, unless the member reaches age 65 before attaining two years of service, in which case they are considered immediately vested.

Pension plan benefits are administered through the Local Authorities Pension Plan in accordance with their policies.

Annual Vacation Leave

1.44 Definitions:

- Vacation Year** For the purpose of this article a vacation year shall be the employment year commencing on the date of engagement.
- First Vacation Year** The first vacation year is the first employment year.
- Anniversary Date** The employer has established a common anniversary date as January 1st.

1.45 Vacation Entitlement

A regular full-time employee will have annual vacation entitlement as follows:

For full-time employees the following vacation schedule applies, at the completion of the following continuous years of service, or unless other prior agreements are made

<u>Continuous Employment Years</u>	<u>Work Days</u>
12 months	15
After 7 years	20
After 15 years	25

- a) An employee who has completed less than twelve (12) full months service as of December 31st shall receive that portion of the year that they worked divided by the month of the year, provided that employment has commenced on or before the 15th day of the month he or she shall be entitled for that full month; if employment has commenced on or after the 15th day of the month he or she shall earn vacation entitlement from the first day of the following month.
- b) If an employee has taken more holidays than earned at termination, an appropriate adjustment will be made to their final pay.
- c) If a statutory holiday falls during an employee's annual vacation period, another day or days' leave may be added at the end of the vacation period or at a time authorized by the CAO in communication with the immediate supervisor.
- d) Any casual employee shall be entitled to vacation pay at the rate of 4% of their gross salary as set out by the Alberta Employment Standards Code.

1.46 Vacation Carry Over

Vacation credit is to be taken during the year in which it is earned. Employees may, with the approval of their immediate supervisor, carry over at December 31 of each year a maximum of 10 vacation days. An employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement, or in special circumstances, where it is impossible for the employee to take vacation due to shortage of staff. Upon approval of the CAO, an employee

may receive payment for as many days as needed to ensure that a maximum of 10 vacation days are carried forward to the next year.

1.47 Vacation Scheduling

With the exception of excess carry-over under Section 10(2.2), the scheduling and completion of vacations shall be on a seniority basis, all requests for vacation will be provided to the employee's immediate supervisor no later than two (2) weeks prior to the vacation requested, failure to follow this process may lead to the request to not be approved.

The year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth anniversary falls shall be the fifth vacation year, in which the sixth anniversary falls shall be the sixth vacation year, etc.

An employee earns, but is not entitled to receive vacation leave in the first three (3) months of continuous employment, or in the case of a six (6) months probationary period, because it is the employee's probationary period.

Vacation schedules, once approved, shall not be changed, other than in cases of emergency or with approval from the employee's manager. Approval may be granted, if operational requirements allow, by the employee's manager.

Preference in the selection and allocation of vacation time shall be determined on the basis of length of service within each work unit. Where an employee chooses to split their vacation, the employee's second choice of vacation time shall be made only after all other employees concerned have made their initial selection.

Vacation schedules will be circulated and posted by May 1st of each year and arranged by discussion between employees and subject to the approval of the immediate supervisor. Operational requirements will be considered before giving final approval.

1.48 Approved Leave of Absence with Pay during Vacations

When an employee is qualified for sick leave, bereavement, or any other approved leave with pay during the employee's vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time.

1.49 Call Back on Vacation

If, under special circumstances, an employee needs to be recalled from his/her vacation, they shall be reimbursed for reasonable expenses as determined by the employee and the CAO:

1. Travel to his/her place of duty.
2. Returning to the place from which he/she was recalled if he/she immediately resumes vacation upon completion of the assignment for which he/she was recalled.

Other Leave

1.50 Family Responsibility Leave

An employee is entitled to Family Responsibility Leave of up to five (5) unpaid days each year as per the ESC.

1.51 Sick and Personal Leave Entitlement

A regular full-time employee shall earn sick leave credits at the rate of one and one-quarter days for each completed month of work. Sick leave may accumulate to a maximum 120 days. There shall be no payment in lieu of unused sick leave and will only be used for the intended purpose.

Sick leave is defined as anytime the employee themselves is too sick to come to work. This does not include dependents, pets, or other family responsibilities.

An employee may take up to 3 days from accumulated sick leave as personal days.

An employee may take up to 6 days from accumulated sick leave per year to care for their dependents while ill or to take their dependents to their medical appointments.

An employee may take up to 30 days from accumulated sick leave per year where there is a long term, potentially life-threatening illness within the immediate family. Immediate family shall mean Spouse, Son, Daughter, Father or Mother, Brother or Sister. The employer may request appropriate medical documentation.

1.52 Entitlement for a New Employee

On commencement of employment, an employee shall be granted one and one-half (1 1/2) days sick leave for each complete month worked until the first day of the year following. The employee shall be credited with a full years' sick leave of eighteen (18) days, less any sick leave taken and may draw upon same at any time of the year.

1.53 Medical Reports/Doctor's Note

An employee must notify their supervisor when taking sick leave. An employee may be required to provide proof of illness in the form of a medical certificate from a Medical Practitioner where a reasonable doubt exists in respect to the absence claimed due to illness. Proof of illness may be requested prior to the employees return to work, the note may be required after one day, depending on the employee's prior absences. A doctor's note will be required for any illnesses lasting more than (3) three consecutive days.

If the employer suspects something is going on with their employees, they can offer resources for their employees

1.54 Deduction of Sick Leave

An absence on a normal working day, as a result of illness or injury, with the exception of a work-related injury, (exclusive of statutory holidays) shall be charged against an employee's sick leave credits.

1.55 Ineligible for Sick Leave

An employee is not eligible for sick leave with pay for any period during which the employee is on leave of absence without pay, under suspension, or on lay-off.

1.56 Bereavement Leave with Pay

For the purpose of this clause, immediate family is defined as: father, mother, step-parent, or foster parent, brother, sister, spouse, common-law spouse or partner, employee's child, step-child or ward, father-in-law, mother-in-law, employee's grandparent, grandchild, son-in-law, daughter-in-law, sister-in-law or brother-in-law. Bereavement leave for other relatives may be granted at the discretion of the CAO.

Where a member of the employee's immediate family dies, the employee shall be entitled to leave with pay for a period of up to four (4) days. An additional leave with pay of up to three (3) days may be granted for travel, which must be approved by the CAO prior to receiving the leave.

In special circumstances, and at the request of the employee, leave may be extended beyond the day following the funeral, but the total number of days granted must be consecutive and not greater than the seven (7) days provided above, and must include the day of the funeral.

If, during a period of compensatory leave, an employee is bereaved and is eligible for bereavement leave, the employee shall be granted bereavement leave and their compensatory leave credits shall be restored to the extent of any concurrent leave granted.

1.57 Court Leave with Pay

The employer shall grant leave with pay to an employee for the period of time the employee is required to:

1. be available for jury selection;
2. serve on a jury;
3. by subpoena or summons to attend as a witness in any proceeding held: in or under the authority of a court of justice or before a grand jury; before a court of justice or before a court, judge, magistrate or coroner; before the Senate or House of Commons, otherwise than in the performance of the duties of the employee's position; before a legislative council, legislative assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Any jury duty pay will be reimbursed to the employer. Jury duty not described above, may be approved by the CAO.

1.58 Examination Leave with Pay

Leave with pay may be granted to an employee to write an examination which takes place during the employee's scheduled work hours. Such leave will be granted only where, in the opinion of the employer, the course of study is directly related to the employee's duties and will improve the employee's qualifications relating to the employee's duties.

1.59 Pregnancy/Maternity/Parental Leave without Pay

A pregnant /parental/adoptive person employed 12 consecutive months with the same employer is entitled to pregnancy/maternity/parental leave as per the guidelines set under the ESC. Employees are entitled to two days leave with pay at the birth or adoption of a child provided the employee is not already on leave.

The employer may grant leave without pay to an employee to commence earlier than twelve (12) weeks before the expected termination of her pregnancy, based on the recommendation of a medical certificate.

The employee must give her employer at least two (2) weeks written notice of the date that she intends to commence her unpaid maternity leave.

An employee must provide at least two (2) weeks written notice if they do not wish to resume employment after the unpaid maternity leave.

An employee must provide the employer with at least two (2) weeks written notice of the date that she intends to return to work.

1.60 Leave for International Adoption of a Child

For an international adoption, special unpaid leave may be approved by CAO.

1.61 Request for Leave

Employees requesting pregnancy and/or parental leave must make the request to the CAO, in writing, at least 2 weeks prior to the start of the leave.

1.62 General Leave

Notwithstanding any provision for leave in this policy, the employer may grant leave of absence without pay to an employee requesting such leave for an emergency or unusual situation. The request must be in writing. Approval is at the discretion of the CAO.

Safety

The employer and the employee agree that regulations made under the Alberta Workers' Compensation Act, or other Statute of the Province of Alberta pertaining to the employee's work environment, shall be fully complied with

Staff Education and Professional Development

The Town of Beaverlodge endeavours to hire people with the personal characteristics and core skills needed to be flexible and provide high quality performance in the workplace. The Town of Beaverlodge recognizes that professional development is in the mutual best interest of the organization and its employees; however, the Town of Beaverlodge also values employees who place a high value on developing their own personal and professional capabilities.

The Town of Beaverlodge investment in professional development is made in the belief that it will:

- a) enhance the performance of individuals in their current positions
- b) support employee's professional development goals
- c) jointly benefit the employee and the employer
- d) demonstrate the Town of Beaverlodge commitment to developing employee's career potential with the organization

1.63 Training as a Condition of Employment

As a condition of employment, some employees may be required to take additional training to meet minimum standards for the position, in which case the employer will bear the costs of such training. Such conditions of employment will be specified in the employment agreement; failure to meet said training requirements could result in employee termination.

1.64 Commitment to Professional Development of Mutual Benefit to Employee & Employer

Employee Commitment:

Permanent full-time employees are required to participate in various forms of ongoing professional development, such as reading of books, training manuals or other resources; watching videos; and listening to cassettes; or attendance at courses, seminars, workshops and conferences, etc., that will be of mutual benefit to both the employee and/or employer.

Each employee is expected to be:

- a) self-motivated in seeking opportunities for professional development;
- b) willing to invest his/her own time in professional development
- c) willing to invest in his/her own career with the organization;
- d) willing to share the information/knowledge gained as a result of research, professional development and/or training with co-workers and the organization in general.

The employer encourages commitment to ongoing professional development by permanent full and part time employees.

Employer Commitment:

The Town of Beaverlodge will ensure that professional development is an ongoing component of the employee performance review process;

In making the final decision upon training for individual employees, the Town of Beaverlodge will take into consideration the following:

1. Employee's ability to work hard and be productive;
2. Training will enhance present and future career development within the organization;
3. Relationship between costs and benefits to be achieved;
4. Training will be utilized to benefit other employees and the organization as a whole;
5. The organization maintains a relative fairness between employees based on training needs of all employees and organizational goals;
6. Budget constraints.

The Town of Beaverlodge shall ensure that professional development and training is an ongoing process, not just a one-time event for each employee.

Training/Professional Development Agreement:

When there are costs for professional development of mutual benefit to the employee and the employer, the employee and employer shall enter into a written "**Training/Professional Agreement**" (refer to Appendix D), which describes the terms and conditions of training and the commitments of both parties. Where, in the interest of the Town of Beaverlodge, employees may be assigned to special training programs on full pay and allowances. In such cases, the employee may be asked to undertake a continuing service contract for up to 12 months for 6 months up to 2 years, following completion of the training.

Approval for Professional Development/Training:

- a) Employee attendance at **any other type of training**, such as conferences, seminars, workshops, etc. must be negotiated in a "Training/Professional Development Agreement" and receive the prior approval of the CAO or immediate manager. Conference attendance must comply with the policy on conference attendance.
- b) Any employee must have been employed with the Town for at least six months and not be on probation in order to be eligible for professional development cost shared by the employer, unless, by prior agreement in writing, the employee agrees to pay some or all

costs for training and the Town of Beaverlodge agrees to reimburse the employee all or a portion of the costs of such training if the employee is still employed with the Town of Beaverlodge six months after such training has been completed.

- c) Employees may be able to bank time for actual time in attendance at training sessions or travel to and from, but there shall be no overtime granted for other time commitments to prepare for training or professional development sessions

Workplace Anti-Harassment Policy

The Town of Beaverlodge is committed to building and preserving a safe, productive and healthy environment and will not tolerate any acts of harassment or violence against or by its employees in accordance with the workplace rights set out by the Alberta Human Rights Commission under the *Alberta Human Rights Act*.

This policy is not intended to restrict normal and accepted forms of socializing between co-workers. Managing and/or coaching that includes performance appraisals, work assignment, and the implementation of disciplinary actions, is not a form of harassment, and this policy does not restrict management's responsibilities in these areas.

This policy applies to all members of Council, staff and volunteers including Boards of the Town. The policy also applies to those persons who conduct business with our organization, including service people, suppliers, delivery personnel, consultants and clients.

Every person has the right to file a complaint under the Alberta Human Rights Act or other venues such as the civil courts.

Should an employee have a legal court order (e.g. restraining order, or "no contact" order) against another individual, the employee may be required to notify the CAO and to supply a copy of that order. This will likely be required in instances where the employee strongly feels that the aggressor may attempt to contact that employee in the workplace. Such information shall be kept confidential to the extent possible.

This section also covers Violence Prevention Procedures and Domestic Violence.

This policy is not intended to discourage employees from exercising worker's rights pursuant to any other law.

The Joint Health and Safety Committee will be consulted along with Administration to review this policy and its' procedures once every 3 years. If an incident occurs and the policy or procedures did not account for something, it will be reviewed then.

Responsibilities and Roles

Employees - are personally responsible and accountable for enforcing this policy and must make every effort to prevent discrimination or harassing behavior within the workplace.

Employees also are required to be familiar with the following procedures that are in place to protect them from workplace violence.

Managers/Supervisors Must:

- be sensitive to the climate and take immediate action that involves any situation that involves harassment.
- Support the employee without prejudging the situation.
- Protect the privacy of the individuals involved and ensure complainants and respondents are treated fairly and respectfully.

- Inform employees if they are working in an area where there is a potential for workplace violence and identify any risks that are specific to that area.
- Ensure that appropriate procedures are in place to minimize the risk to employees from workplace violence and that employees are trained in recognizing and responding to situations involving workplace violence.
- Conduct periodic work site inspections which take into consideration lay-out, work procedures and identifiable factors which may be of concern related to potential workplace violence.
- Investigate any incidents of violence reported to them and communicate the corrective action to address the incidents.
- Will ensure that their employees are trained appropriately in the following areas:
 - The recognition of violence and harassment;
 - The policies, procedures and workplace arrangements the Town has implemented to control the hazards of violence and harassment;
 - The appropriate response to violence and harassment, including procedures for obtaining assistance; and
 - The procedures for reporting, investigating, and documenting incidents of violence and harassment.

CAO or Designate

- Assist employees and supervisors in investigating and preparing documentation for incidents of harassment
- Protect the privacy of the individuals involved and ensure complainants and respondents are treated fairly and respectfully
- Ensure disciplinary or corrective actions have been taken for any violation of this policy
- Keep on file all formal complaints, accompanying documentation and findings of any investigation.

1.65 Harassment Definition

Harassment is generally defined as any conduct in the workplace that creates an intimidating, threatening, coercive or hostile work environment that causes:

1. the impairment of an individual's work performance,
2. an adverse employment relationship for the employee, or
3. an individual's dignity or respect to be denied.

There are several forms of harassment, including:

1. threats, intimidation or verbal abuse,
2. unwelcome remarks or jokes,
3. the distribution or display of offensive literature or other materials,
4. unnecessary and unwelcome physical contact,
5. any form of retaliation for filing a complaint under this Policy, or
6. for filing a complaint under the Alberta Human Rights, Citizenship & Multiculturalism Act.
7. refusing to speak to or work with someone or treating them differently because of their background or appearance.
8. attempts to intimidate an employee verbally or physically in a manner that could cause physical or mental injury.

Procedures

The Town is committed to providing a safe work place for employees and will not tolerate a culture that promotes harassment behaviors. Employees will be provided training on the different types of harassment and how harassment can turn into bullying, and what the consequences are for harassing employees.

Any employee who believes they are being harassed should make it clear to the offender that such behavior is unwanted and unacceptable.

Employees are encouraged to resolve a complaint directly with the other party. The complainant may bring the complaint to the CAO for an informal or formal investigation.

The complainant may bring the complaint to the HR Committee of Council for an informal or formal investigation of a complaint filed against the CAO. All complaints against a member of Council shall be dealt with via an independent investigator.

The CAO or HR Committee of Council may also utilize the services of an independent investigator and/or mediator in such cases.

An individual who brings a complaint forward, and wishes later to withdraw the complaint, may do so; however, the organization reserves the right to investigate the matter to ensure the harassment policy is being upheld in the workplace.

If the conduct is found to be harassment, whether or not it was intentional, it is still harassment.

a) *Informal Action:*

If the complainant does not want to confront the other party directly, or has made an approach that did not resolve the matter, the complainant may bring the complaint to the CAO. If the complainant and the CAO agree that the conduct described does not constitute harassment, the CAO will take no further action. There will be no record retained on file. If harassment is confirmed, the complaint will be processed by direct action or formally.

b) **Direct Action:**

An employee who believes they have been subjected to harassment is encouraged to bring the matter to the attention of the other party. The employee should advise the other party verbally or in writing. The complainant should clearly identify the conduct that brought about the complaint and describe the effect the conduct had on the complainant. The complainant should also advise the other party to refrain from similar conduct in the future. [(i.e.) "I find your brushing up against me and touching me makes me feel uncomfortable and I want you to stop it."] An apology from the other party, and no further incidents, will resolve the matter.

c) **Formal Complaint Process:**

The written complaint must contain:

1. a description of the conduct complained of,
2. the time(s) and date(s) of the conduct,
3. names of any witnesses,
4. any attempts to resolve the issue,
5. the identity of the person(s) responsible for the conduct, and
6. the effect of the conduct on the complainant.

The formal written complaint will be given to the CAO within five (5) days of the incident. The CAO will advise the person named in the complaint and the person will have 7 working days to file a response to the complaint. All attempts shall be made to reach a reasonable resolution through mediation of the complaint with all parties involved.

The CAO will conduct an investigation into the allegations in a timely manner and investigations will be conducted in the strictest confidence. The CAO may utilize the services of a private investigator/mediator to investigate the allegations. The person investigating will determine whether or not harassment has taken place, and recommend an appropriate remedy.

Information from a previous investigation resulting in a substantiated complaint may be used for review and consideration purposes in the event of a new allegation.

At the conclusion of the investigation, a written report will be prepared. The CAO will determine the appropriate remedy if they are the individual undertaking the investigation, consideration will be given to the recommendations of any external investigator.

If the complaint is upheld, the complaint records will be maintained on file. The complainant and the person named in the complaint will be advised of the remedy, including any discipline imposed on the person found to be at fault.

Where the complainant is not substantiated due to lack of evidence or other reasons, both parties shall be informed of the rationale used, with the complainant being notified first. A complainant may request that the investigation be re-opened in the event pertinent new evidence can be provided, or a reprisal due to the allegation has occurred.

An employee filing a complaint in good faith will not be subject to any adverse employment action. If it is found that the complaint is frivolous, vexatious or was not filed in good faith the complainant may be subject to disciplinary action and/or corrective action up to and including termination of employment.

A complaint against a non-employee will be investigated. The complaint and all relevant information must be provided to the CAO as soon after the conduct complained of occurred.

Confidentiality

The Town appreciates the difficulties in filing a complaint of harassment or violence and recognizes the complainant's concern regarding confidentiality.

In order to protect the interests of the complainant, the person named in a complaint and any witnesses involved during the investigation of a complaint, confidentiality will be maintained to the extent possible under such circumstances.

If the complainant's information needs to be released because of the necessary requirements to investigate the incident, or inform workers of specific or general threat of violence or potential violence, or required by law, the Town will only disclose a minimum amount of personal information to still protect the complainant.

Accordingly, all records concerning complaints, information gathered as the result of any investigation, will be kept confidential, except where disclosure is required due to the investigation, the imposition of discipline or other remedial action.

Conclusion: All formal written complaints will be investigated thoroughly. Anyone found to be in violation of this Policy may be subject to discipline, up to, and including, termination of employment.

The remedy or discipline imposed under this Policy is final and binding.

1.66 Violence Definition

Violence can be defined as:

- a) threatened, attempted or actual conduct of a person that causes or is likely to cause physical injury whether at work or work related;
- b) physical contact or verbal;
- c) The threat of violence, either apparent or concealed is included in this definition as well, due to the detrimental and damaging effect it can have; and
- d) Acts of violence may occur as a single event or may involve a continuing series of events.

Procedures

Managers and Supervisors will:

- inform employees if they are working in an area where there is a potential for workplace violence and identify any risks that are specific to that area.
- Ensure that appropriate procedures are in place to minimize the risk to employees from workplace violence and that employees are trained in recognizing and responding to situations involving workplace violence.
- Conduct periodic work site inspections which take into consideration lay-out, work procedures and identifiable factors which may be of concern related to potential workplace violence
- When an act of violence is reported, they will record the act, call the appropriate persons and get the employee the help they need. The manager will also give the report to the Joint Health and Safety representative for that department to bring up at the next Joint Health and Safety Meeting;
- The manager will investigate the act of violence in accordance with this policy and share with the employee any corrective action that needs to be taken, as well as put in measures to prevent this type of violence;

If an employee is subjected to or experiences any act of violence, they will:

- Report it to their immediate supervisor/ manager;
- Remove themselves from the situation and/or call for help;
- Assist their manager/ supervisor in an investigation of the incident, and help implement the identified measures to help control the hazard;
- Tell their supervisor or manager if they require certain resources to overcome the act of violence they experienced.

Domestic Violence

- Domestic Violence does not stay at home when victims go to work. Although men and women can both suffer from domestic violence, females are at a higher risk of domestic violence. Domestic violence may cause productivity and performance problems at work.
- If the perpetrator of domestic violence is an employee of the Town of Beaverlodge, and such an incident occurs on property for which the Town has responsibility or during the Town’s hours of operation, after conducting an investigation, the perpetrator employee of such incident may be subject to dismissal for just cause.
- Employee victims of domestic violence may be referred to an appropriate community agency. Contact information and telephone numbers to be shared with employees who are or may be at risk due to domestic violence are:

RCMP	780-351-2955
Beaverlodge Family and Community Services	780-354-2204
Odyssey House Women’s Shelter	780-538-7100

PACE	780-539-6692
Victim Services	780-830-5755
John Howard Society (Anger Management Programs)	780-532-0373

Termination of Employment

Termination of employment may take place upon the initiation of either the Town of Beaverlodge or the employee. Termination by the employer will be consistent with the Alberta Employment Standards Code (ESC).

1.67 Compensation or Notice Required

The employer shall not terminate an employee without giving the employee compensation pay or written notice of termination as follows:

- a) After 3 months of employment, but less than 2 years, 1 week of written notice or 1 week of pay.
- b) After 2 years of employment, but less than 4 years, 2 weeks written notice or 2 weeks' pay.
- c) After 4 years of employment, but less than 6 years, 4 weeks of written notice or 4 weeks' pay.
- d) After 6 years of employment, but less than 8 years, 5 weeks of written notice or 5 weeks' pay.
- e) After 8 years of employment, but less than 10 years, 6 weeks of written notice or 6 weeks' pay.
- f) After 10 or more years of employment, 8 weeks written notice or 8 weeks' pay.

**An employee must give the same amount of notice as above if the employee intends to quit.

1.68 Compensation or Notice Not Required

Employers are not required to give termination notice (or pay in lieu) to employees who are:

- dismissed for just cause
- employed on a seasonal basis and their employment ends on completion of the season
- employed for 90 days or less
- employed for a definite term or task for a period of 12 months or less

1.69 Deadline of payments for amounts owed

When proper termination notice is given

Whether the employee quits or the employer terminates their employment, the employee's earnings must be paid within 3 days after their last day of employment when proper notice is given. Earnings include all wages, overtime pay, vacation pay, general holiday pay and termination pay owed.

When proper termination notice is not given

If the employee fails to give the required notice before ending their employment, the employer must pay the employee within 10 days after the date on which the notice would have expired.

When termination notice and termination pay are not required

If an employer or employee ends employment and no termination notice or termination pay is required, earnings must be paid within 10 days after the last day of employment.

Gary Rycroft, Mayor	Tina Letendre, Acting CAO

APPENDIX A

Sample Employment Offer Letter

Sample Employment Offer Letter

Date

Hired Person
Any Street
Anytown, Alberta
T8V 5P3

Dear _____:

On behalf of the Town of Beaverlodge I am pleased to offer you the position of _____ on a full-time basis. A copy of the job description for the position is attached hereto for your reference.

The salary is to be set at \$0000.00 per month, payable bi-weekly. The position is based on a XX-hour work week with authorized overtime to be compensated at a rate of 1.5 hours for each overtime hour worked, in accordance with the organization's Human Resources Policies, upon approval by the Town of Beaverlodge CAO. Some travel may be required to full fill the needs of the position. Out of pocket expenses including mileage allowance is covered for authorized business travel.

The organization's Human Resources Policies and Procedures Manual will be provided to you outlining further terms and conditions of your employment with Town of Beaverlodge (i.e., vacation, hours of operations, etc.). The organization also currently makes available a benefit package (see attached) with 50% of the cost covered by the organization. Should you wish to participate in the benefit program completion of the attached forms is required.

Your acceptance of the position as outlined is requested by signing and returning a copy of this correspondence together with an available start date.

I extend a warm welcome from the staff and Council of the Town of Beaverlodge and look forward to working with you.

Yours truly,

CAO/Manager

I agree to accept the position of _____ outlined above and have read and understand the job descriptions and terms of this employment as outlined in the Human Resource Policies Manual. I am available to commence employment _____.

Date

.....

APPENDIX B

Sample Employee Evaluation Forms

Town of Beaverlodge Performance Appraisal

Employee Name:

Department:

Job Title:

Appraisal Period: From:

To:

Supervisor Name:

Supervisor Title:

Purpose: (circle or highlight one) Annual Probationary Interim Other

TNR (Too New to Rate) Employee has not had sufficient time in the job to permit accurate rating of performance.

U (Unsatisfactory) Performance does not meet expectations and is unacceptable. Significant and immediate improvement is required. Staff member requires excessive supervision.

BE (Below Expectations) Performance is below expectations and needs to improve. Results occasionally fail to meet expectations. Is inconsistent in performance. Requires frequent supervisory follow-up.

FCP (Fully Competent Performance) Consistently meets most or all of job requirements. Is a competent, qualified and experienced individual. Functions independently and requires normal amount of supervision.

FE (Frequently Exceeds Expectations) Exceeds most job requirements and displays a high level of competence and superior performance in virtually all areas of the job. Noticeably better performance than staff members rated as Fully Competent Performers.

CE (Consistently Exceeds Expectations) Substantially and consistently exceeds job requirements. Consistently makes an observable, measurable and noteworthy contribution to the County of Grande Prairie. Would be extremely difficult to improve on this staff member's performance.

Instructions:

Rate each performance factor with one of the above ratings.

Base the rating on the entire performance period.

If the factor does not apply, mark N/A.

Suggest goals, projects, training/development for the employee.

Give the employee a copy of the completed performance appraisal form prior to meeting with the employee to conduct the performance review meeting.

Meet with employee to discuss the review. Have the employee sign the review and add comments if they choose.

Submit the original form to Human Resources.

Complete the "Completion of Annual Performance Appraisal" form and give to payroll if the employee is eligible for a Step Increase.

Performance Factors

Planning and Organizing Rating: _____

- Anticipates needs
- Plans, organizes and carries out activities necessary for effective and productive service delivery
- Ensures that appropriate follow-up occurs
- Corrections are made in a timely and effective manner

Comments:

Quality of Work Rating: _____

- Meets established standards and expectations
- Follows supervisor's instructions
- Results are reliable, timely, accurate and complete

Comments:

Quantity of Work Rating: _____

- Produces acceptable volume of quality work within time limits and standards

Comments:

Initiative Rating: _____

- Generates workable ideas, concepts and techniques
- Willing to try new approaches
- Ensures that identified tasks & projects are consistent with work unit direction and will enhance the overall quality of the work unit's output

Comments:

Job Commitment Rating: _____

- Demonstrates conscientiousness and dedication to the job and the Town
- Willing to 'go the extra mile'
- Puts forth extra effort so the unit's goals can be achieved
- Ensures projects and assignments are carried out in a timely and effective manner, even if doing so involves some measure of personal sacrifice.

Comments:

Teamwork and Cooperation Rating: _____

- Works effectively and cooperatively with other members of the work group and the supervisor
- Actively contributes to the overall effectiveness of the work group

Comments:

Job Skills and Knowledge Rating: _____

- Possesses and applies job skills and knowledge gained through experience and training
- Work is carried out competently and results and within acceptable standards
- Skills and knowledge are current

Comments:

Adaptability and Willingness to Learn, Self-Development Rating: _____

- Demonstrates willingness to learn and to expand knowledge
- Deals effectively with change
- Applies new knowledge effectively to enhance quality of the work
- Responds effectively to supervisor's instructions to modify work practices

Relations with Others and the Public Rating: _____

- Establishes and maintains positive working relationships with co-workers and the supervisor
- Deals with the Public in a positive and effective manner
- Associates effectively and diplomatically with other employees, the Public and supervisors
- Presents a positive and enthusiastic image, even when dealing with difficult interpersonal situations

Comments

Customer Service – Internal & External Customers Rating: _____

- Provides effective service for customers
- Achieves balance between customer's wants and needs and Towns' policies and practices

Creativity Rating: _____

- Demonstrates originality and imagination in the development of innovative ideas
- Ideas are based on a strong understanding of current practices in the field and the Town's Mission and Values

Communication Rating: _____

- Expresses ideas orally and/or in writing so that the work unit can proceed more effectively and harmoniously
- Pays attention to others' input so that overall communication is more effective

Comments:

Safety Awareness Rating: _____

- Works in a safe manner
- Promotes safe work practices in the work group
- Assists others to identify and correct unsafe or risky conditions

Comments:

Compliance with County Values Rating: _____

- Demonstrates honesty, fairness, and respect when dealing with others and carrying out job duties

Comments:

Achievement Orientation Rating: _____

- Demonstrates personal characteristics and abilities which facilitate effective performance
- Work habits and practices are based on a clear standard of excellence

Comments:

Strategic Perspective Rating: _____

- Incorporates Town's strategic priorities into work plans and individual and group goals
- Applies strategic focus to guide daily activities

Comments:

Policy Promotion Rating: _____

- Initiates policy development within the context of the Town's political environment and the work group's terms of reference
- Develops and maintains networks to assist in the policy process
- Provides valid policy advice to Town Management and Town Council

Comments:

Facilitating Effective Unit Culture Rating: _____

- Identifies and defines opportunities to broaden delegation
- Develops commitments to implement changes and follow-up

Comments:

Attendance & Punctuality Rating: _____

Did the employee's attendance and/or punctuality typically cause any concerns? If yes, explain.

Training and Development Opportunities

Outline any training and development which will assist the employee to perform current assignment more effectively OR will enhance employee's skills for future assignments

Employee's Overall Performance Rating: _____

Comments:

Supervisor Signature: _____

Date: _____

Employee's Comments:

Employee's Signature: _____

Date: _____

The Employee's signature indicates that this document has been seen and discussed but not necessarily agreed with.

Management Peer Evaluation

Employee _____

Employee No. _____

Department _____

Position _____

All responses will be compiled in a single report.

	Poor*			Excellent	
Responds promptly to my requests	1	2	3	4	5
Provides consistently high-quality service	1	2	3	4	5
Is considerate of my needs and project deadlines	1	2	3	4	5
Keeps me informed of issues that affect me in my job	1	2	3	4	5
Communicates with me effectively	1	2	3	4	5
Provides me with adequate and appropriate feedback	1	2	3	4	5
Is open to my feedback and constructive criticism	1	2	3	4	5
Consistently provides creative solutions and ideas	1	2	3	4	5
Is flexible and willing to adapt to change	1	2	3	4	5

*** If you respond with a 1 or 2, please indicate on the back of this form:**

1. If you have spoken with this individual about this issue.
2. If not, why not?
3. What this individual could do to improve in this area.

_____’s most valuable contributions to their department are:

_____ and I could work together more effectively if:

Thank you for your feedback.

Employee Self-Evaluation

Employee _____

Employee No. _____

Department _____

Position _____

Start date _____

Appraisal period _____

In preparation for your upcoming performance review on _____, consider the following questions. Bring this sheet to your appraisal meeting for discussion.

List the performance objectives you established at your last appraisal. Indicate in the table whether you successfully achieved them, and comment on your satisfaction or dissatisfaction with your performance and results.

Objectives	Achieved?	Comments
1.		
2.		
3.		
4.		
5.		

1. Are your performance goals reasonable and appropriate for your position?

2. Consider the strengths that enhance your job performance.

3. In what areas can you improve your job performance?

.....

4. Do you feel that you need additional training? What training would you find helpful?

5. What are your short-term career objectives? How can you achieve them?

6. What are your long-term career objectives? How can you achieve them?

7. If you could change your job or company policies, what changes would you suggest? How can we work together to improve the company?

8. Are there any other aspects of your job or the company that you would like to discuss?

External Evaluation (Management Only)

Employee Name:
Employee Position:

Thank you for taking time to complete this online performance evaluation for the Town of Beaverlodge. This questionnaire is a part of our 360degree review process used for all management positions with the Town of Beaverlodge. By obtaining evaluations from individuals outside of our organization on the interactions people have with our management helps the Town determine how we can improve and reward our managers for a job well done.

Following are 12 questions about the above named employee. Please take time to read and answer each question as best you can. When answering these questions please think of your work relationship with this individual. The answers provided are confidential and will be compiled before being provided to the employee. Your individual answers will be kept confidential.

Each question is to be given a score from 1 to 5.

- 1- Strongly Disagree
- 2- Disagree
- 3- Neutral
- 4- Agree
- 5- Strongly Agree
- 0- Cannot Rate

Integrity

- 1. Is ethical and honest in all his/her business dealings
- 2. Is ethical and honest in all his/her dealings with people
- 3. Is fair in his/her expectations of others
- 4. Holds him/herself to a high standard and will do what is right in spite of consequences for him/herself
- 5. Does not promise that which he/she cannot deliver
- 6. Delivers what he/she has promised
- 7. Is worthy of the personal trust of others

Relationship Management

- 1. Values relationships within, across and outside of organization
- 2. Actively builds and maintains relationships that support organizational goals
- 3. Personalizes work relationships to facilitate smooth operations, activities and interactions
- 4. Allocates time and effort to understand and meet the needs of internal or external stakeholders
- 5. Displays good interpersonal and communication skills

Additional Feedback

Please offer additional comments or observations in the following areas;

- 1. Positive Feedback (in your opinion what does this individual do well)

- 2. Suggested Areas of Improvement

Thank you for your time in completing this evaluation.

.....

Supervisory Personnel Evaluation

Employee _____ Employee No. _____

Position _____ Start date _____

Appraisal period _____

Supervisor _____ Current salary _____

Last date of increase _____

Reason for appraisal Scheduled Salary increase Promotion

Last evaluation _____ Present date _____

Technical skills

	Poor	Fair	Good	Excellent	Comments
<i>Job knowledge</i> Has skills and knowledge needed to meet standards required					
<i>Quality of work</i> Accuracy, thoroughness, consistency, and completeness of work assigned or performed					
<i>Productivity</i> Output of work, promptness					
<i>Communication</i> Clarity, accuracy, and timeliness of oral and written communications					
<i>Organization</i> Ability to handle many projects simultaneously, prioritize tasks, and complete projects on schedule					
<i>Professional development</i> Maintains up-to-date technical abilities through training and/or self improvement					

Interpersonal skills

	Poor	Fair	Good	Excellent	Comments
<i>Independence and initiative</i> Ability to work without supervision and originate ideas					
<i>Teamwork</i> Ability to work well with coworkers, management, and subordinates and create positive group dynamics					
<i>Customer relations</i> Understanding of customer's importance to us, demonstration of concern for him or her					
<i>Attitude</i> Enthusiasm, willingness, motivation					

Management skills

	Poor	Fair	Good	Excellent	Comments
<i>Planning</i> Identifies goals or objectives and finds creative, effective methods for achieving them					
Establishes and uses appropriate timelines and schedules with subordinates					
Uses budgets; incorporates financial concerns into planning					
<i>Policy implementation</i> Understands and respects policies; performs within bounds of rules					
<i>Leadership and training</i> Assumes leadership role; motivates, provides coaching and guidance, objective in feedback and opinions					
<i>Upward communications</i> Operates within the structure of authority, although able to adjust when the need arises					
<i>Assertiveness</i> Makes decisions, accepts requests, and responds appropriately and promptly					
<i>Delegation</i> Explains projects clearly to subordinates; respects delegated authority					
<i>Championing Change</i> Problem solving solution oriented, innovative thinking, open to change, adaptable, responsible to direct change					

.....

Personal qualities

	Poor	Fair	Good	Excellent	Comments
<i>Attendance</i>					
<i>Punctuality</i>					
<i>Appearance</i>					

General

What are the manager's strengths that enhance the performance of his or her job? (Consider technical skills, management skills, interpersonal qualities, and personal qualities.)

What job and departmental accomplishments has the manager achieved over the last review period?

In what areas can the manager improve personal and departmental performance?

How can improvement be achieved? (Consider job-related training, leadership training, and personal development.)

Set goals for the next review period.

1.

2.

3.

4.

5.

.....

List any concerns or comments raised by the employee during the review, and any solutions or suggestions made to resolve them.

Recommendations

Position in company Remain in present position

Promote to _____ Transfer to another position _____

Salary _____

Training _____

Other _____

This appraisal was discussed with employee on _____

Reviewer's signature _____ Date _____

I have read this appraisal and made my comments on the back of this form. My signature does not necessarily indicate that I agree with this appraisal.

APPENDIX C

Group Overtime Agreement

GROUP OVERTIME AGREEMENT

1. It is agreed between

The Employees Listed on Part A Attached
and
the Town of Beaverlodge

that either wholly or partly the employer will provide and the employee will take, time off with pay in place of overtime pay for those hours worked in excess of each employees regular work hours in a work week.

The work week is Monday to Friday.

2. The time off with pay in place of overtime pay shall be provided, taken and paid out at the regular rate of wages at a time that the employees could have worked and received wages from the employer.
3. The time off shall be provided, taken and paid within 6 months of the end of the pay period in which it was used unless,
 - a. The agreement is part of a collective agreement which provides for a longer period of time, or
 - b. The Director of Employment Standards issues a permit providing for a longer period of time.
4. If the time off with pay instead of overtime pay is not provided, taken and paid in accordance with paragraph 2, the employee shall be paid overtime pay of at least 1.5 times the employee's wage rate for the overtime hours worked.
5. Time off in place of overtime shall be treated as hours of work and remuneration paid in respect to time off in place of overtime pay shall be treated as wages.
6. The employer shall provide a copy of this agreement to each employee affected by it.
7. No amendment or termination of this agreement shall be effective without at least one month's notice in writing by one party to the other.

I certify that the employees who have signed Part B attached to this form are the majority of the employees in the group described and named on Part A attached.

Dated this _____ day of _____, _____

Signed _____
For employer/company

.....

VEHICLE & EQUIPMENT POLICY

POLICY PURPOSE:

The Town of Beaverlodge has adopted this Policy to ensure the ongoing health and safety of our employees, clients and the general public as it relates to employees using Town provided vehicles or equipment. This policy establishes proper operation of Town vehicles or equipment.

This policy is applicable to all employees who use Town owned or rental vehicles and/or equipment for the purpose of conducting business on behalf of the Town.

DEFINITIONS:

Equipment: For the purposes of this policy equipment is defined as heavy equipment and other motorized or mobile equipment but is not intended to include phones or other electronic equipment.

GENERAL GUIDELINES:

Town vehicles and/or equipment are to be used for Town business purposes only. Employee's required to be ON CALL will be permitted to use a Town vehicle for travel to and from work, for the period they are ON CALL. While ON CALL the employee's use of the vehicle is restricted to Town business only.

Examples of inappropriate personal use include, but are not limited to: hauling furniture / appliances; transporting material to the landfill; driving the Town vehicle to a bar or pub; personal business on a weekend, borrowing or lending of Town equipment for personnel use or work not being undertaken by the municipality.

Prior to operating Town vehicles and equipment, an employee must provide proof of a valid driver's license for the class of vehicle to be operated and a driver's abstract authorization form.

All drivers of a Town vehicle shall, at all times while driving the vehicle or equipment, possess a valid driver's license of a type or class which allows for driving of the type of vehicle being operated. Should an employee required to drive a Town vehicle or equipment have their license become invalid or suspended for any reason, that employee will immediately notify their supervisor and cease operating any Town vehicle or equipment.

The loss of a driver's license required to operate a vehicle may result in termination of employment if the loss of license prevents the employee from performing the essential duties of his or her position and the duties of the position cannot be modified without substantial impact on municipal operations.

If an employee's position requires them to be on call and/or it is determined that they are authorized to bring a Town vehicle home based on a business case approved by Management Staff. The employee is required to ensure the vehicle is safely and securely parked at their residence and the vehicle may not be used for personal use other than for transportation to and from work.

Transportation in a Town vehicle to and from work is considered acceptable personal vehicle use and must be tracked as personal kilometers not business kilometers. A taxable benefit will be assessed as per CRA guidelines. Only authorized Town staff may be passengers in a Town vehicle.

Employees driving Town vehicles are required to keep a log book detailing both the business and personal kilometer usage. The log book needs to be handed in to payroll on the last day of the month or as requested. Town vehicles shall not be provided to employees as an employment benefit (i.e., a perk).

Town vehicles will be made available to employees to carry out their day-to-day functions in circumstances where operational requirements warrant a vehicle and where that need cannot practically or cost-effectively be met through other means. This applies to both regular working hours and after hours.

Town vehicles shall only be taken home by an employee or used for out-of-town travel purposes when such use is clearly work-related. Town vehicles shall be parked at the designated work site unless authorized to be used when on call.

Operation

Consuming alcohol or illegal drugs either before or while operating Town vehicles and/or equipment is prohibited and will result in immediate dismissal of the employee.

All incidents, accidents and "near misses" must be reported promptly and properly to the supervisor.

Employees must drive cautiously and defensively, ensuring that safety is the primary concern when operating a vehicle or piece of equipment at all times.

The Traffic Act and all relevant laws, regulations and bylaws must be obeyed at all times. When in doubt about certain rules it is the employee's responsibility to ask for clarification. If an employee is charged with an operator-related infraction while operating a Town vehicle, or is determined to have operated the Town vehicle in contravention of the law, any fines will be the responsibility of the

employee and corrective action may occur, up to and including dismissal. Violations may include, but are not limited to, speeding ticket, photo radar ticket, smoking in a work vehicle, distracted driving.

All driving and equipment operation rules and procedures in place in the Town and safe work practices must be followed.

Vehicles and equipment must be cleaned regularly, inside and out.

Vehicles are not to be left running for any period exceeding thirty (30) minutes for any reason.

All routine maintenance and inspections must be complied with. All vehicle and equipment issues must be reported to the supervisor promptly.

APPENDIX D

Employee Training & Reimbursement Agreement

EMPLOYEE TRAINING AND REIMBURSEMENT AGREEMENT

THIS EMPLOYEE TRAINING AND REIMBURSEMENT AGREEMENT (the "Agreement") dated _____, 20____, ("Effective Date") is by and between the TOWN OF BEAVERLODGE, located at 1016 4th AVENUE (the "Company") and _____, residing at _____, in Alberta, a current employee of the Company ("Employee").

RECITALS

WHEREAS, the Employee has requested and the Company has agreed to pay for the Employee to attend a conference, meeting, seminar, workshop, training, educational course, or similar instructional class (collectively, "Training"); and

WHEREAS, in consideration for the Company's payment for the Training, the Employee acknowledges that through attendance at such Training, the Employee will acquire skills and enhance his or her professional skills or knowledge making the Employee more marketable; and

WHEREAS, the Employee agrees to reimburse the Company for the cost of such Training in the event that employment with the Company is terminated in accordance with the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the individual and mutual covenants of the parties hereinafter set forth, and for other good and valuable consideration, it is hereby agreed by and between the parties hereto:

1. Cost of Training and Expenses. The Company agrees to pay a total of \$ _____ ("Cost") for the following Training:

Name of Training: _____

Training Provided by: _____

Training Location: _____

Date(s) of Training: _____

In addition to the Cost of the Training, the Company agrees to pay all reasonable expenses related to attendance at such Training; provided that, the Employee submits the appropriate expense reports and

.....

all receipts for the expenses associated with the Training and such expenses are reimbursable pursuant to the Company's travel expense policies as set forth in the Employee Handbook, which may be amended from time to time.

2. Reimbursement for Cost of Training: Except as provided below, the Employee agrees to reimburse the Company for the Cost of the Training paid by the Company if the Employee's employment terminates within one month(s) – two year(s) of completion of the Training. The term is at the discretion of the immediate supervisor of the employee. This is based on the total cost, type, and length of training. This Agreement stipulates _____ months or _____ year(s).

In the event that: (1) the Employee has not yet attended or completed the Training, (2) the Company has paid any portion of the Cost of the Training, and (3) the Employee's employment terminates, the Employee agrees to reimburse the Foundation for the Cost of the Training paid by the Company, unless the Cost is refundable and the Company receives such refund or the Company, in its sole discretion, decides to permit another Company employee to attend such Training.

3. Salary Deduction: The Employee agrees and authorizes the Company to deduct the amount owed hereunder, to the extent permissible by law, from the Employee's pay following notification of termination of employment with the Company. The Company in its sole discretion, may determine whether to deduct any amount owed from the Employee's pay. If the amount owed under this Agreement exceeds the amount deducted from the Employee's pay, in accordance with Section 2, the Employee agrees to reimburse the Company any remaining amount due to the Company within thirty days of terminating employment.
 4. Continuation of Employment-at-Will Relationship: Employee and the Company understand and agree that this Agreement does not constitute an employment agreement and nothing in this Agreement shall replace the Employee and the Company's at-will employment arrangement. Both Employee and the Company understand that the employment relationship may be terminated by either party for any or no reason at any time prior to the termination of this Agreement.
 5. Term: This Agreement shall be in effect from the Effective Date until all reimbursement, if any, is due under this Agreement.
 6. Entire Agreement- Amendments: This Agreement contains the entire understanding of the parties. Employee and the Company may mutually agree to modify the terms of this Agreement at any time; provided, however, that any such modification must be in writing and signed by both parties to this Agreement.
 7. Governing Law: This Agreement shall be governed by and construed under the laws of the Provincial Government of Alberta, without regard to the principles of conflict of law.
 8. Severability: If any provision of this Agreement is held to be invalid by a court of law, the remaining provisions shall remain in full force and effect.
 9. Counterparts: This Agreement shall be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument.
 10. Headings: Headings of provisions of this Agreement are solely for the convenience of reference and are not a part of this Agreement and shall not affect the meaning, construction, operation or effect hereof.
-

IN WITNESS WHEREOF, the Company and Employee hereto have caused this Agreement to be executed on the date and year first above written.

EMPLOYEE

Employee Name (Printed): _____

TOWN OF BEAVERLODGE

.....