



Signed Date: September 20, 2017	Motion Date: September 20, 2017
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Title: Personnel Policy	Policy No. 47
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POLICY STATEMENT:

This policy shall apply to all Personnel of the Village of Bawlf.

PURPOSE:

The purpose of this Personnel Policy is to establish the terms and conditions of employment and to provide a method of resolving grievances.

PROCEDURES:

1. DEFINITIONS

For the purpose of this Personnel Policy, the following definitions shall apply:

- a. **Permanent Employee** shall mean any employee filling a permanent position established by the CAO and who has successfully completed the required probationary period.
- b. **Probationary Employee** shall mean any employee filling a permanent position and serving the required probationary period.
- c. **Part-time Employee** shall mean an employee who works less than the regular hours of work of a permanent employee in the same class in the same department, section or section thereof.
- d. **Temporary or Casual Employee** shall mean an employee who is filling a seasonal or established temporary position.
- e. **Administration Employee** shall mean any employee (Permanent or Casual) whose primary duties consist of, but not limited to administrative, technical or clerical duties.
- f. **Public Works Employee** shall mean any employee (Permanent or Casual) whose primary duties consist of but not limited to public works, utilities, construction, maintenance, mechanical duties and outside manual labor.

- g. **Management** shall refer to a person whose duties mainly comprise of management of Village affairs and supervision of staff and shall include the Chief Administrative Officer (CAO) and Public Works Foreman/Director if designated by the CAO.
 - h. **Job Descriptions** shall refer to an outline of the basic duties of any employee of the Village of Bawlf, and shall be on the basis on which the evaluation of the performance of an employee is conducted.
- No term or definition shall mean a guarantee of tenure.

2. **REGULAR HOURS OF WORK**

- a. The average normal number of hours worked in a week shall be twenty-one (21) to forty (40) except as herein provided. This may be on a shift basis that will be determined by the Chief Administrative Officer.
 - i. Office Staff personnel normal number of hours shall be twenty-one (21) per week to twenty-eight (28).
 - ii. CAO number of hours will be based on signed contract.
 - iii. Public Works personnel normal number of hours shall be forty (40) per week or less.
- b. The above hours shall be exclusive of meal breaks, where employees shall receive a meal break each day, the time and duration of which shall be set by the supervisor.
- c. Paid Rest Period – An employee shall be permitted a rest period of fifteen minutes in both the first and second half of a shift.
- d. Reporting Pay Guarantee – A permanent employee reporting for work shall be paid his or her regular rate of pay for the actual time worked with a minimum of three hours pay unless an employee is sick or unable to work of his or her own volition. Temporary or casual employees shall be subject to Board of Industrial Regulations (Paid a minimum of two hours).

3. **OVERTIME**

- a. Overtime rates shall be paid to the Administrative Employees after thirty-five hours and Public Works Employees after forty hours for any work performed by permanent employees during any hours other than regular hours when such hours are authorized IN ADVANCE by the CAO or in an Emergency by the Director of Emergency Management.
- b. The Village Foreman is included in the terms of Management and therefore not entitled to overtime unless such overtime is authorized by the CAO. The Village Foreman shall not be entitled to payment or time off in lieu of

payment for overtime unless that overtime is authorized by the CAO. Attendance at Council meetings and other meetings as directed by the CAO shall not be considered to be overtime, and as such shall be paid at the regular pay for actual hours of attendance per meeting provided such meeting is not held during regular working hours. Attendance at Council Meetings is at the discretion of the CAO.

- c. Authorized overtime shall be paid at the rate of one and one-half times the regular salary for the first four hours overtime worked in one day and at two times the regular salary for five hours or more worked during the same day.
- d. Authorized overtime at the rate of two times the regular rate of pay shall be paid for time worked on Sundays and Statutory Holidays.
- e. Time off in lieu of overtime worked may be given to a maximum of 35 hours for office staff and 40 hours for public works staff in each year if approved by the CAO.

4. **STATUTORY GENERAL HOLIDAYS**

- a. The Village of Bawlf recognizes the following as paid Statutory Holidays:

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

When any of the above noted holidays fall on a Saturday or Sunday, the following Monday shall be deemed to be the Statutory Holiday. Employees must have been employed by the Village of Bawlf for a term of not less than thirty (30) days to be eligible for statutory holiday pay.

2.10.5 VACATIONS

- a. For the purpose of this Section a "vacation year" is defined as the twelve (12) month period commencing on the first (1st) day of January and concluding on the thirty-first (31st) day of December in the same year.
- b. For salaried employees only, vacation entitlement is earned during each calendar year of continuous service and taken during the following calendar year.
- c. For salaried full-time employees, all of the vacation entitlement shall be taken during the vacation year; however, should extenuating circumstances

- prevent the employee from taking vacation leave, then prior approval in writing from the CAO or Council must be obtained to
- i. carry over vacation entitlement to the next year OR
 - ii. request any remaining vacation entitlement be paid out at year end
- d. All hourly paid employees are paid 4% vacation pay in each pay period and are not entitled to paid vacation leave. Non-paid time off may be requested using the appropriate form and submitted to the CAO for approval.
- e. In the event of termination of an employment, salaried employees vacation entitlement earned shall be paid out in full with the final payroll in accordance with the Alberta Labour Act and Regulations thereto. Hourly paid employees are not entitled to vacation pay out.
- f. **Non-Paid Vacation Entitlement (*applicable to all employees but the CAO*):**
Office Staff
- i. Non paid time off must be co-ordinated so that no two (2) employees shall be off for a period of more than one day at a time;
 - ii. In the case of conflict in time off dates, the employee with seniority will have precedence.
- g. Non-paid time off requests shall be submitted to the CAO no less than thirty (30) days prior to date(s) requested with the exception of medical/dental appointments; delays in submitting the appropriate time off request form may result in preferences not being able to be accommodated as seniority rights shall be waived.
- Public Works, Water/Sewer Operator
- h. The Public Works Operator shall organize his vacation leave in such a manner that, during the summer months, at least two (2) other Members of the Public Works Staff are present and working during his absence if the Public Works Operator and CAO are in agreement that the summer students are capable of handling the daily tasks on their own and that the back-up water/sewer person is available during this time .
- i. The Public Works Operator may be required to reorganize his vacation leave to attend to emergent matters or in a case of emergency.

2. **SICK LEAVE**

- a. Definition – Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, exposed to a contagious disease, or under the examination or treatment of a physician, chiropractor, or dentist or an accident for which compensation is not payable under the Worker’s Compensation Act. Permanent full time employees are eligible for benefits through the group insurance

plan. (please see Section 10) Hourly paid employees are not paid for sick days and/or days not worked.

3. LEAVE OF ABSENCE

- a. An employee shall be entitled to Compassionate Leave up to a maximum of five (5) working days with pay for serious illness, accident, or for the purpose of attending the funeral and/or making funeral arrangements on the death of an immediate relative as follows:

Spouse Parent Brother Sister Brother-in-Law Sister-in-Law Son
Daughter
Father-in-Law Mother-in-Law Grandparent Grandchild Niece or
Nephew

Additional leave of absence may be granted for special circumstances as approved by *the Chief Administrative Officer*.

- b. Mourner's Leave – One-half day per year, accumulative to a maximum of ten (10) days, with two days maximum allowable at one time.
- c. Jury or Court Witness Duty Leave – One day per year, with no maximum days. Staff will receive the difference between regular pay and court attendance fees.
- d. Maternity Leave – The Employment Standards Code provides mothers, fathers and adoptive parents with parental leave. In addition, birth mothers are eligible for maternity leave. These leaves are available to parents of children born or adopted on, or after December 31st, 2000. Employees must have 52 consecutive weeks of employment with their employer to be eligible for maternity and/or parental leave under the Code. This applies both to full-time and part-time employment.

Length of Leave

Birth mothers can take up to 52 weeks of unpaid, job-protected leave from employment, made up of 15 weeks of maternity leave and 37 weeks of parental leave.

Fathers and adoptive parents are eligible for 37 weeks of unpaid, job-protected parental leave. Adoptive parents can take parental leave when they adopt a child under the age of 18.

If both parents are employees, the 37 weeks of parental leave may be taken entirely by one of the parents, or can be shared between the mother and father. If the leave is to be shared, the employer must be notified.

Notice Requirements

Employees must give their employers at least eight weeks' written notice to start maternity leave or parental leave.

Employees must provide at least 4 weeks' written notice to return to work or to change the date they will be returning to work. This notice must be provided at least four weeks before the end of the leave to which employees are entitled.

If an employee fails to provide the required notice or fails to report to work the day after the leave ends, the employer does not have to reinstate the employee unless the failure to notify the employer is due to unforeseen or unpreventable circumstances.

- e. Personal Leave Time – The Chief Administrative Officer shall have discretion in matters to do with personal leave time with pay for Administrative staff and Public Works Staff.

8. PAYMENT OF WAGES

See Policy No. 43, Semi Monthly Payroll Policy

9. PERSONNEL

- a. Pay increases shall be based on job performance evaluations and, additional skills acquired as a result of training and education as per policy No. 32, Employee Performance Review.
- b. The CAO will complete a staff evaluation yearly. See Policy No. 32, Employee Performance Review.

10. EMPLOYEE BENEFITS

Permanent employees shall be enrolled in the following benefits after the 3 month probationary period:

- a. Weekly Income Benefit (Short Term Disability): Effective January 1, 2018, the employer pays 80% and the employee pays 20% of the Weekly Income Benefit (Short Term Disability) plan premiums through the Alberta Urban Municipalities Association which provides 66% of wages paid in case of illness or disability from the first day of accident or **hospitalization** or **after a seven day period of illness (including weekends)** to a maximum benefit period of 17 weeks. (85 working days).
- b. Long-Term Disability: Effective January 1, 2018, the employer pays 80% and the employee pays 20% of the Long-Term Disability Plan premiums through the Alberta Urban Municipalities Association which provides for 66 2/3% of wages paid in case of illness or disability from the 120th day to age 65 or recovery, whichever occurs first, or upon death.
- c. Extended Health Coverage Effective January 1, 2018, the employer pays 80% and the employee pays 20% for health coverage premiums for the employee and his/her family.
- d. Group Life Insurance: Effective January 1, 2018, the employer pays 80% and the employee pays 20% of the Group Life Insurance premiums through the Alberta Urban Municipalities Association, which provides double indemnity and dependent coverage insurance.
 - i. for regular employees, and accidental death and dismemberment for management.
- e. Education: The Village recognizes that educational development is becoming increasingly important and should be encouraged. Therefore, in order that permanent employees may obtain additional education or training which would improve their competence in present jobs and/or prepare for advancement with the Village, upon prior approval of the Chief Administrative Officer, the Village will reimburse costs such as tuition, materials, subsistence, and mileage. Employees must guarantee at least one-year employment following completion of the course. If the employee resigns prior to completion of one year employment, the employee will be required to reimburse the Village of Bawlf all of the costs incurred as a result of taking a course.

11. COMPLAINT AND GRIEVANCE PROCEDURE

- a. A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of this policy.
- b. The time limits specified in this 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.

- c. The grievor shall be present at each step of the grievance procedure and may request the aid of a member of the Employer/Village Council.
- d. The purpose of the grievance provisions is to insure that any grievance is processed in an expeditious manner; therefore compliance of the provisions is mandatory. If the employer 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 a similar nature.
- e. 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 the employee's immediate supervisor on an informal basis within ten (10) days following the date of the occurrence-giving rise to the grievance. The supervisor shall have three (3) days in which to respond to the grievance.

Step 2

Failing satisfactory settlement, and within five (5) days after the response in Step 1 from the supervisor, the grievance may be submitted to the Chief Administrative Officer.

The grievance shall be in writing and must include a statement of the following:

- (a) The name(s) of the aggrieved;
- (b) The nature of the grievance and the circumstances out of which it arose;
- (c) The remedy or correction the Employer 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 Department Head being rendered in writing within ten (10) days from the receipt of the submission at this step.

Step 3

Failing settlement at Step 2, and within five (5) days after the receipt of the written response from the Chief Administrative Officer in Step 2, the grievance may be submitted to Village Council, in writing, as aforementioned.

A meeting between the parties and Village Council shall take place, with the decision being rendered in writing within ten (10) days following the receipt of the submission at this step. The written decision shall be forwarded to the Village Council and the Chief Administrative Officer and the griever(s).

- f. The Village Council will, at its next regularly scheduled meeting, decide whether or not to uphold the decision of the committee. Council's decision is final and binding upon the town and the griever.
- g. The committee of Council and the Village Council may vary any penalty as it deems wise and prudent.
- h. A discharge or discipline grievance may be filed in writing within ten (10) days of the event-giving rise to the same and shall commence at Step 2.

12. PROBATIONARY PERIOD

- a. Any new employee shall serve a probationary period of three (3) continuous months from the date of his or her commencement of service; the Chief Administrative Officer and the Village Public Works Foreman (if said position is filled) shall serve a probationary period of six (6) months from the date of his or her commencement of service.
 - i. Notwithstanding anything contained elsewhere in this policy, if a new employee is unsatisfactory in the opinion of the CAO, he or she may be discharged at any time during their probationary period, and such discharge shall not have recourse to the substantive provision of this policy.
- b. A probationary employee, who is absent on a normally scheduled day of work during their probationary period, shall have such days added to the probationary period.

- c. If a probationary employee is transferred in lieu of discharge, he/she will be required to serve a three-month probationary period in the new position to which he/she is transferred.
- d. A regular employee on full time service, who has completed his/her probationary period, and who changes his/her status to that of a permanent part-time employee shall not have to serve a further probationary period.
 - i. A part-time employee who changes his/her status to that of a regular employee, and who has previously completed a probationary period with the Village, shall not be required to serve any additional probationary period, provided he/she has only been away from full time service for less than one year.

13. STAFF DISCIPLINE PROCEDURE & TERMINATION FOR JUST CAUSE

General: A lawyer is to be contacted to ensure insurance coverage.

Staff Discipline Procedure

- a. *Stage I - First Offence: Supervisor addresses discipline issue with the individual and seeks conformity. Personnel Committee meeting called and a letter issued with provision for proof of receipt either on the letter or a separate document or modification. This is a "freebie" but detailed notes are put in the personnel file.*
- b. *Stage II - Second Offence: Verbal warning with detailed notes put in personnel file.*
- c. *Stage III - Third Offence: Written warning. (Appendix A)*
- d. *Stage IV - Fourth Offence: Terminated. (Appendix B&C)*
- e. *The system of discipline is compound discipline. That is, the same deviance does not have to re-occur in order to advance to the next level of discipline. Rather, each separate and individual occurrence will build on one another to advance through the discipline levels with the person in question.*

Termination of Employment – Just Cause

An employee may be terminated for just cause, without notice or pay in lieu of notice. An employee dismissed for just cause will not be allowed to return to the employment of the Village of Bawlf.

- a) It is not possible to list all the forms of behavior that are considered unacceptable in the work place, but the following are examples of infractions or rules of conduct that will result in disciplinary action, including suspension or termination of employment:
- Unsatisfactory performance or conduct
 - Unauthorized disclosure of confidential information
 - Theft or inappropriate removal or possession of Village property
 - Falsification of time-keeping records
 - Working under the influence of alcohol or illegal drugs
 - Boisterous or disruptive activity in the work place
 - Insubordination or other disrespectful conduct
 - Sexual or other unlawful harassment
 - Excessive absenteeism or absence without notice
 - Unauthorized disclosure of intellectual property
 - Misuse or abuse of Village vehicles or machinery
 - Non-conformance to the Policy Manual or Government Statutes
 - Purchase of personal items with payment by Village credit cards or Village cheques or Village cash funds
- b) No notice of employee termination is required
- c) No pay lieu of notice is required
- d) An employee shall be advised in writing of all reasons for dismissal
- e) An employee must receive all monies owing within ten (10) days of the date of dismissal
- f) An employee must receive a completed Record of Employment
- g) A Recommendation to Terminate Employment should be completed by the supervisor and approved by the Chief Administrative Officer (Appendix B)
- h) A Termination Checklist should be completed. (Appendix C)
- i) It is a condition of wrongful dismissal insurance Coverage, that a written legal opinion is obtained from a law firm prior taking steps toward dismissal.

14.SENIORITY

- a. Service Seniority relates to the total continuous length of service with the Village, beginning at the last date of hiring and is used for the computation of salary continuation during illness benefits (sick leave), for vacation entitlements, and for all other benefits.
- b. Functional Seniority is the total length of service with the Village, beginning at the last date of inclusion within a functional unit.

- i. A functional unit is one of two groups of employees roughly defined as Administrative Employees and Public Works Employees.

- c. Functional Seniority is used as:
 - 1. a consideration for the right or preference for vacation periods within a functional unit.
 - 2. a consideration for promotion within the functional unit; lay off; recall; demotion because of lay off; and transfer within a functional unit.

- d. Service Seniority and Functional Seniority will continue to accrue during:
 - Compassionate leave;
 - Vacation period;
 - Leave of absence under thirty (30) days;
 - Workers Compensation absence under thirty (30) days;
 - Jury Duty or Court Service; and
 - Salary continuation benefits being paid.

- e. Service and Functional Seniority will not accrue, and continuity will be interrupted without loss of accrued seniority during:
 - Periods of lay off under one (1) year duration;
 - Workers Compensation in excess of thirty (30) days, but not over three hundred sixty-five (365) days;
 - Non-paid sick time; and
 - Periods of long term disability of two (2) years duration or less.

- f. Functional Seniority will accrue during temporary transfer or promotion outside the department.

- g. Functional Seniority will not accrue during periods of service outside the functional unit, or during unapproved absences.
 - 1. Functional Seniority will be resumed if an employee who was transferred or promoted to a position outside the department is returned to that department he/she was transferred or promoted from.

- h. Service Seniority and Functional Seniority shall be lost by reason of:

- Termination of employment by the employee or employer;
 - Discharge for cause;
 - If the employee fails to report for work after lay off with five (5) days of recall;
 - If the employee fails to report for work without permission to be absent for a period exceeding forty-eight (48) hours;
 - On the expiration of one (1) year following a lay off during which time the employee has not been recalled;
 - In cases where the long term disability exceeds two (2) years; and
 - On retirement.
- i. The Village shall maintain a seniority list for both Administrative and Public Works workers showing the date upon which each employee's service commenced with the Village, and within a functional unit.

15.LAY-OFFS AND RECALLS

- a. Lay off is not a normal occurrence but may be necessary in certain circumstances.
- b. The Village will notify employees who are to be laid off, five (5) working days prior to the lay off period.
- c. Due to the nature of the work performed by the Village, the Village will have the final decision as to which employees have the required knowledge, ability and skills to perform the remaining functions. When these attributes are deemed to be relatively equal, Functional Seniority will apply.
1. Functional Seniority in this context means that the last person hired within a department shall be the first person laid off and similarly, recall will be done on the basis of the first person within a department laid off, shall be the last person recalled.
- d. In the event that the Village is unable to contact the employee personally recall shall be deemed to have been carried out five (5) days after receipt of a double registered letter to the last known address of the employee as shown on the Village's records and if returned to the Village, recall shall be deemed to have been carried out.

1. An employee who does not return from lay off as required, or has been laid off for a period of six (6) months, shall be considered having terminated his or her employment with the Village.

16.EMPLOYEE JOB DESCRIPTIONS

- a. Employee Job Descriptions shall serve as a basis upon which the Village shall determine the duties, with which each employee shall be required to perform.
- b. The Employee Job Descriptions shall also serve as a means of determining job performance, which shall in turn be used to determine applicable performance increases (as per Policy No. 32, Employee Performance Review).
- c. The Job Descriptions shall not serve as the total guide for all duties, which shall be required by the Village, and, on its behalf Department heads or management staff, for each employee to complete.
 - i.* Disagreements which shall arise concerning the extent of duties required to be completed by an employee shall be handled in the manner herein described (See 11. Complaint and Grievance Procedure).

Mayor

CAO

APPENDIX A

WARNING - SAMPLE

Date: _____

Present: _____

Location of Meeting: _____

Employee: _____

Department: _____

Reason For Warning:

Action Taken:

This form will be placed in the above named employee's personnel file and will be used as required in the future.

CAO's Signature

Employee's Signature

Signatures of persons present in addition to manager and employee:

APPENDIX "B"

RECOMMENDATION TO TERMINATE

EMPLOYEE	START DATE ON PRESENT JOB
POSITION	DATE OF HIRE
DEPARTMENT	DATE OF BIRTH
PRESENT WAGE	RECOMMENDED TERMINATION DATE
WHAT ACTIONS HAVE CAUSED THE TERMINATION?	
LIST THE STEPS TAKEN TO CORRECT THE ACTIONS NOTED ABOVE & THE DATES OF EACH STEP	
WHAT OTHER ALTERNATIVES TO TERMINATION HAVE BEEN CONSIDERED? WHY HAVE THEY NOT BEEN ADOPTED?	
HAS THIS PERSON RECEIVED WRITTEN NOTICE OF UNSATISFACTORY PERFORMANCE (Attach copy)	
HAS THIS RECOMMENDATION BEEN REVIEWED WITH OTHERS? IF SO, WHO AND WHEN?	
WHAT NOTICE AND/OR SEPARATION PAY, IF ANY, IS RECOMMENDED? (Show calculations and reasons for recommendation)	
RECOMMENDED BY:	AUTHORIZED BY:
DATE:	DATE:

APPENDIX "C"
TERMINATION CHECKLIST

RECALL AND/OR OBTAIN THE FOLLOWING:

Tools and Equipment	<input type="checkbox"/>
Cell Phone	<input type="checkbox"/>
Computers/Laptops	<input type="checkbox"/>
Personal Protective Equipment	<input type="checkbox"/>
Credit, Telephone, Identification, Security Cards	<input type="checkbox"/>
Building Entrance Keys	<input type="checkbox"/>
Desk and file Keys	<input type="checkbox"/>

ARRANGE FOR THE RETURN OF THE FOLLOWING:

Company Vehicles	<input type="checkbox"/>
Customer lists, files, invoices, manuals in employee possession	<input type="checkbox"/>
Cash Advances	<input type="checkbox"/>

DETERMINE THE FOLLOWING:

Outstanding expenses, if any	<input type="checkbox"/>
Outstanding vacation, if any	<input type="checkbox"/>
Other payments owed to the employee	<input type="checkbox"/>

REVIEW IMPACT OF TERMINATION ON BENEFIT PLANS & ISSUE:

Record of Employment	<input type="checkbox"/>
Final Pay	<input type="checkbox"/>
Group Life Conversion Letter	<input type="checkbox"/>

ADVISE THE FOLLOWING PEOPLE OF TERMINATION

Switchboard/Reception	<input type="checkbox"/>
Answering Service, if any	<input type="checkbox"/>
Benefit Plans Insurance Carriers	<input type="checkbox"/>
Computer Security Clearance	<input type="checkbox"/>

DETERMINE EMPLOYEE'S FORWARDING ADDRESS AND TELEPHONE NUMBER