

**Town of Bon Accord
AGENDA
Council Briefing Meeting
October 26, 2022 5:00 p.m. in Council Chambers
Live streamed on Bon Accord YouTube Channel**

- 1. CALL TO ORDER**
- 2. ADOPTION OF AGENDA**
- 3. UNFINISHED BUSINESS**
 - 3.1. 3-Year Operating & 5-Year Capital Plans (enclosure)
- 4. NEW BUSINESS**
 - 4.1. New Monthly Report Template (Administration) (enclosure)
 - 4.2. Town Manager Annual Evaluation (enclosure)
- 5. BYLAWS | POLICIES | AGREEMENTS**

POLICIES

 - 5.1. Draft Council Workshop Policy (enclosure)
 - 5.2. Draft Employment Policy (enclosure)
- 6. CLOSED SESSION**
 - 6.1. Organizational Chart Policy FOIP Act – 17(1) Disclosure harmful to personal privacy and 24(1)(d) Advice from officials

TOWN OF BON ACCORD
COUNCIL BRIEFING REPORT

Meeting:	Council Briefing Meeting
Meeting Date:	October 26, 2022
Presented by:	Falon Fayant, Corporate Services Manager
Title:	3-Year Operating & 5-Year Capital Plans
Agenda Item No.	3.1

BACKGROUND/PROPOSAL

Council approved the 2023 Operating and Capital Budget at the October 18, 2022 Regular Meeting of Council.

The next step is for administration to present to Council the 3-year operating plans and the 5-year capital plans.

These plans are not required to balance. The purpose of the plans is to forecast what the situation will look like for the community in the near future, what service levels will look like (increase or decrease) and what projects are intended to be completed.

The plans will also demonstrate where the revenue shortfalls are so that this can be taken into consideration when making decisions.

The only requirement is that Council accepts the plans as information.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Administration is putting together the 3-year operating plans and 5-year capital plans, as well as looking at a 10-year capital plan. The starting point values for the plans will be the approved 2023 budget and take into consideration inflation, the status of agreements, the need to service level increases or decreases, Council's strategic plan, as well as identify which infrastructure and other capital projects are upcoming.

These plans will be forthcoming for the November 1, 2022 Regular Meeting of Council.

STRATEGIC ALIGNMENT

Values Statement of Stewardship: Administration and Council embody the responsible planning and management of our resources.

COSTS/SOURCES OF FUNDING

NA

TOWN OF BON ACCORD
COUNCIL BRIEFING REPORT

Meeting:	Council Briefing Meeting
Meeting Date:	October 26, 2022
Presented by:	Jodi Brown (Town Manager)
Title:	New Monthly Report Template (Administration)
Agenda Item No.	4.1

BACKGROUND/PROPOSAL

Each month, Administration presents department reports to Council during the mid-month Regular Council Meeting.

These reports are currently presented individually in a traditional, report style format.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

There are alternate forms of presentation of department reports. An option for consideration, is to combine the department reports into one document that includes brief highlights for each department area. Additionally, the Town Manager Action List, monthly Bylaw reports and monthly Financial Reports would be included as attachments.

The advantages of this format are as follows:

1. The shorter, more concise format is easier and quicker to read for both Council and the public.
2. The information provided is focused on key highlights from each month rather than detailed and often repetitive information; eliminates the inclusion of unnecessary information, for example, such as confirmation of regular maintenance activities taking place. Further, avoids repetition and redundancy by eliminating the practice of sharing the same information from manager to manager or from month to month.
3. Encourages public engagement by creating an attractive, eye catching, public facing document.
4. Reduces staff time spent on creating individual, traditional reports.

An example of the proposed new department format is enclosed.

STRATEGIC ALIGNMENT

Values Statement: Transparency

Open and accountable to our residents and encourage open communication.

Values Statement: Stewardship

Administration and Council embody the responsible planning and management of our resources.

Value Statement: Professionalism

Administration and Council manage the affairs of Bon Accord in a competent, reliable manner, to maintain a safe and prosperous community to work and live.

Values Statement: Service Excellence

Administration and Council strive for the highest standard of service delivery and governance.

COSTS/SOURCES OF FUNDING

Annual Budget

News | Projects | Events

News

- EV Charging Stations now installed at the Town Office and Arena
- 4.95 Acre Parcel by Lillian Schick School is now advertised in the business district (near Highway 28) and on location.
- Town received \$472, 500 from the Municipal Climate Change Action Centre for the ice plant replacement project.

Projects

- Staff continuing to work on funding for the Ice Plant Replacement Project and other Arena upgrade projects.
- Staff attended the final 2022 Road Rehabilitation Project meeting with Associated Engineering. 48th street and 51 a Avenue deferred to 2023.
- Four sidewalk repair projects were completed in Town this month
- Staff are continuing to working with Fortis and Dandelion Renewables to complete the final connection processes to make the EV Charging Stations operational.
- CiB Heritage project (installation of historical plough) to be completed next spring.

Events

- Halloween Howl at the Town Office: October 31st from 4 – 6 pm
- Remembrance Day Ceremony at Veteran’s Memorial Park: November 11th at 10:30 am.
- Coffee with a Cop at the Town Office: November 25th 9- 11 am

Key Meetings

- Leadership Meetings (Date)
- Regular Council Meetings: Oct 04th, October 18th
- Organizational Meeting: October 04th
- Budget Workshop: October 06th
- All Staff Meeting: October 12th
- Citizens on Patrol Meeting: October (TBA)

Conferences and Training

- AB Municipalities Convention: Town Manager, Planning and Economic Development Manager
- ICS 200 Training: Recreation and Community Services Manager, Community Services Assistant
- Council Orientation: Town Manager and Councillor Larson

Department Highlights

Administration | Town Manager

- Planning for the annual Council workshop on November 28th underway.
- Working on annual report template for presentation to Council
- Working on Council Workshop Policy and Organizational Chart Policy drafts

Recreation & Community Services

- Master ice schedule now complete and seasonal ice rental contracts now finalized
- Community Services Advisory Board Meeting to be held (insert date)
- Planning Winter Wonderland event
- Working on Arena Operating Policy

Corporate Services

- 2023 Budget (operating and capital) draft completed and approved
- Working on 3-year, 5-year and 10 - year capital plans
- Employment Policy Draft complete
- Working on utility bylaws amendment for upcoming year

Planning | Economic Development | Bylaw

- Develop Agreements issued (list)
- Inquires (list)
- Residents Concerns/Bylaw complaints addressed

Operations | Public Works

- Hydrant flushing and winterization completed
- Hire of new, temporary labourer
- Working on presentation for snow removal plans during the upcoming season
- Install of new security gate expected soon

Attachments

- Monthly Financial Report (Corporate Services)
- Monthly Bylaw Services Report (Sturgeon County Bylaw Services)
- Monthly Action List Report (Town Manager)

**TOWN OF BON ACCORD
COUNCIL BRIEFING REPORT**

Meeting:	Council Briefing Meeting
Meeting Date:	October 26, 2022
Presented by:	Jodi Brown (Town Manager)
Title:	Town Manager Annual Evaluation
Agenda Item No.	4.2

BACKGROUND/PROPOSAL

In order for Council to proceed with the Town Manager Evaluation as per the enclosed Town Manager Evaluation Policy, a performance evaluation tool is needed to facilitate performance measurement.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

There are several CAO (Town Manager) performance evaluation tools and toolkits available to municipal councils.

The Canadian Association of Municipal Administrators has an extensive toolkit available on their website to assist municipal councils with the CAO (Town Manager) evaluation process (link: <https://www.camacam.ca/about/resources/cao-performance-evaluation-toolkit>)

The template for CAO (Town Manager) evaluations from this toolkit is enclosed.

Additionally, Mayor Holden provided a copy of the evaluation tool designed by municipal consultant/expert George Cuff. A copy of this evaluation tool is enclosed.

STRATEGIC ALIGNMENT

Value Statement: Professionalism

Administration and Council manage the affairs of Bon Accord in a competent, reliable manner, to maintain a safe and prosperous community to work and live.

Values Statement: Service Excellence

Administration and Council strive for the highest standard of service delivery and governance.

COSTS/SOURCES OF FUNDING

Annual Budget

TOWN MANAGER PERFORMANCE EVALUATION

SECTION: Council

DEPARTMENT: Administration

COUNCIL APPROVAL DATE: October 4, 2022

POLICY STATEMENT

In accordance with section 205.1 of the MGA, Council shall provide the Town Manager with an annual written performance evaluation of the results the Town Manager has achieved with respect to fulfilling the Town Manager's responsibilities under section 207 of the MGA.

PURPOSE

This policy recognizes the requirement for Council to evaluate the performance of its Town Manager and prescribes the frequency and process for the evaluation.

SCOPE

This policy will apply to Council's evaluation of the Town Manager, at least once per year or as approved by Council.

DEFINITIONS

"360-degree Evaluation" means a type of performance evaluation that gathers a wide range of feedback from all staff regarding the performance and/or quality of leadership of the Town Manager.

"Administration" means the Town Manager or delegates.

"Council" means the Mayor, Deputy Mayor, or members of Bon Accord Council.

"MGA" means the Municipal Government Act, RSA 2000 c. M-26, as amended.

"Town" means the Town of Bon Accord.

"Town Manager" means the Chief Administrative Officer of the Town of Bon Accord.

RESPONSIBILITIES

Council shall:

1. Undertake an annual performance evaluation of the Town Manager commencing in January and to be completed by March 31 of each year.
2. Ensure the goals and objectives of the Town Manager and the organization are aligned with the Town's Strategic Plan.
3. Recognize progress and achievements of the Town Manager through informal discussions throughout the year.
4. In accordance with section 205.1 of the MGA, provide the Town Manager with an annual written performance evaluation based on the results that the Town Manager has achieved with respect to fulfilling the Town Manager's responsibilities under section 207 of the MGA.
5. In addition to the requirement of providing an annual written performance evaluation, Council may, at a Regular or Council Briefing Meeting, discuss the written results of the performance evaluation with the Town Manager and provide an opportunity for the Town Manager to respond to the evaluation; and
6. Undertake a 360-degree Evaluation of the Town Manager at least every three (3) years, or more frequently if approved by Council.

The Town Manager shall:

1. Set challenging but achievable performance objectives based on the Town's Strategic Plan; and
2. Complete a performance self-evaluation as part of the overall evaluation process.

Members of Administration other than the Town Manager shall:

1. Assist Council in retaining services (if necessary) and provide other administrative support as required, ensuring the confidentiality of the process and the evaluation itself; and
2. Participate in 360-degree Evaluation of the Town Manager in years that they are conducted.

REFERENCE

Municipal Government Act, sections 205.1 and 207

THIS TEMPLATE IS PROVIDED AS A GUIDE. PLEASE MODIFY IT TO SUIT YOUR MUNICIPALITY'S REQUIREMENTS.

TEMPLATE 1.6A PERFORMANCE EVALUATION TEMPLATE FOR:

- CAO SELF-ASSESSMENT;
- MAYOR AND COUNCIL; OR (PLEASE CIRCLE USAGE)
- FINAL PERFORMANCE EVALUATION REPORT

CAO PERFORMANCE EVALUATION

Municipality of:

Name of CAO:

Evaluation Period: to .

Name of Elected Official:

This form is to be completed by the Mayor and each member of the Council and returned to: _____

The CAO may also complete the form as self-evaluation.

Due date: _____ Evaluations will be consolidated with any other gathered evaluation data and included on the agenda for discussion on [date of working session].

Mayor's signature

CAO's signature

Date

Date

Elected Official's Signature

Date

Instructions for using the Rating Instrument:

This Performance Evaluation contains sixteen performance competency areas. Each competency includes statements about standards of behaviour for that competency. For each statement, use the scale below to show your rating of the CAO's performance. Each elected official will complete this form and all evaluations will be consolidated into a final report, which will be shared with Council and with the CAO. Note that for each statement you leave without a score, a value of "3: Average" will be awarded.

In addition to the ranking sections, there is space for written comments. If using handwriting, please ensure that handwriting is legible.

Rating Instrument¹

Rank answers from 1 to 5 (Any item left blank will be interpreted as a score of "3 = Average")

5 = Excellent (almost always exceeds the performance standard)

4 = Above average (generally exceeds the performance standard)

3 = Average (generally meets the performance standard)

2 = Below average (generally does not meet the performance standard)

1 = Poor (rarely meets the performance standard)

¹ ICMA's City Manager Performance Evaluation Criteria

- 5 = Excellent
- 4 = Above average
- 3 = Average
- 2 = Below average
- 1 = Poor

LINKING COUNCIL’S STRATEGIC GOALS WITH THE CAO’S GOALS

At the beginning of this term-year, the following Goals and Key Results Areas were identified by the CAO, Mayor and Council for the evaluation year. At the end of this form, there is space to note the new goals and results areas for the coming year.

Table 1: CAO Goals and Key Results Areas for [year]

Council’s Strategic Goal	CAO’s Goals for the Evaluation Year	Key Results Area for the CAO	Performance Metric	Target Completion Date
Use this space to identify each of the Council’s priorities that align with the CAO’s goals	Align each goal with the Council’s priorities.	Each result statement should directly support a strategic priority	Measure the success of results achieved against the goal	

- 5 = Excellent
- 4 = Above average
- 3 = Average
- 2 = Below average
- 1 = Poor

STAFF EFFECTIVENESS

PROMOTES THE DEVELOPMENT AND PERFORMANCE OF STAFF AND EMPLOYEES THROUGHOUT THE ORGANIZATION

- _____ **Coaching/Mentoring:** Provides direction, support, and feedback to enable others to meet their full potential.
- _____ **Coaching/Mentoring:** Exercises knowledge of feedback techniques, ability to assess performance and identify others' developmental needs to coach and mentor staff and employees throughout the organization.
- _____ **Team Leadership:** Facilitates and leads teamwork by demonstrating ability to direct and coordinate group efforts.
- _____ **Empowerment:** Creates a work environment that encourages responsibility and decision-making at all organizational levels by sharing authority and removing barriers to creativity.
- _____ **Delegating:** Assigns responsibility to others by defining expectations, providing direction and support, and evaluating results.

Council's Comments (if required), or examples provided for other than "Achieves Expectations" rating:

Rating: (Add the ratings and enter subtotal ____ ÷ 5 = ____ score for this component.

CAO's Comments:

- 5 = Excellent
- 4 = Above average
- 3 = Average
- 2 = Below average
- 1 = Poor

POLICY FACILITATION

HELPS ELECTED OFFICIALS AND OTHER COMMUNITY ACTORS IDENTIFY, WORK TOWARD, AND ACHIEVE COMMON GOALS

- | | | |
|-------|--|--|
| _____ | Facilitative Leadership: | Builds cooperation and consensus among and within diverse groups, helping them identify common goals and act effectively to achieve them. |
| _____ | Facilitative Leadership: | Recognizes interdependent relationships and multiple causes of community issues and anticipates the consequences of policy decisions. |
| _____ | Facilitating Council Effectiveness: | Helps elected officials develop a policy agenda that can be implemented effectively and that serves the best interest of the community (requires knowledge of role/authority relationships between elected and appointed officials). |
| _____ | Facilitating Council Effectiveness: | Demonstrates skill in responsibly following the lead of others when appropriate, and communicating sound information and recommendations when appropriate. |
| _____ | Mediation/Negotiation: | Acts as a neutral party in the resolution of policy disputes (requires knowledge of mediation/negotiation principles; skill in mediation/negotiation techniques). |

Council's Comments (if required), or examples provided for other than "Achieves Expectations" rating:

Rating: (Add the ratings and enter subtotal ____ ÷ 5 = ____ score for this component.

CAO's Comments:

- 5 = Excellent
- 4 = Above average
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- 2 = Below average
- 1 = Poor

FUNCTIONAL AND OPERATIONAL EXPERTISE AND PLANNING

(REQUIRES KNOWLEDGE OF SERVICE AREAS AND DELIVERY OPTIONS)

_____	Functional/Operational Expertise:	Understands the basic principles of service delivery in functional areas such as public safety, community and economic development, human and social services, administrative services, and public works.
_____	Operational Planning:	Anticipates future needs.
_____	Operational Planning:	Organizes work operations and establishes timetables for work units or projects
_____	Operational Planning:	Demonstrates knowledge of technological advances, trends, and changing standards.
_____	Operational Planning:	Predicts the impact of service delivery decisions.

Council's Comments (if required), or examples provided for other than "Achieves Expectations" rating:

Rating: (Add the ratings and enter subtotal ____ ÷ 5 = ____ score for this component.

CAO's Comments:

- 5 = Excellent
- 4 = Above average
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- 1 = Poor

SERVICE DELIVERY MANAGEMENT

MAINTAINS A CONSISTENTLY HIGH LEVEL OF QUALITY IN STAFF WORK, OPERATIONAL PROCEDURES, AND SERVICE DELIVERY

_____	Citizen Services	Is an effective ambassador for the municipality by speaking at conferences and community events as requested.
_____	Citizen Services	Supports Council in developing plans and initiatives to promote and serve community interests.
_____	Performance Measurement	Enhance performance measurement and improve the overall quality and accuracy of performance measures in the business plan.
_____	Performance Management	Develops leaders through regular coaching, career planning and proactive performance management.
_____	Quality Assurance	Ensures actions taken and results achieved are consistent with the values and environment desired by municipal residents.

Council’s Comments (if required), or examples provided for other than “Achieves Expectations” rating:

Rating: (Add the ratings and enter subtotal ____ ÷ 5 = ____ score for this component.

CAO’s Comments:

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- 4 = Above average
- 3 = Average
- 2 = Below average
- 1 = Poor

STRATEGIC LEADERSHIP

SETS AN EXAMPLE THAT URGES THE ORGANIZATION AND THE COMMUNITY TOWARD EXPERIMENTATION, CHANGE, CREATIVE PROBLEM SOLVING, AND PROMPT ACTION

_____	Initiative/Risk Taking:	Demonstrates a personal orientation toward action and accepting responsibility for the results; resists the status quo and removes stumbling blocks that delay progress toward goals.
_____	Vision:	Conceptualizes an ideal future state and communicates it to the organization and the community.
_____	Creativity:	Applies existing ideas and practices to new situations.
_____	Innovation:	Develops new ideas or practices.
_____	Technological Literacy:	Demonstrates an understanding of information technology and ensures that it is incorporated appropriately in plans to improve service delivery, information sharing, organizational communication, and citizen access.

Council's Comments (if required), or examples provided for other than "Achieves Expectations" rating:

Rating: (Add the ratings and enter subtotal ____ ÷ 5 = ____ score for this component.

CAO's Comments:

- 5 = Excellent
- 4 = Above average
- 3 = Average
- 2 = Below average
- 1 = Poor

DEMOCRATIC ADVOCACY AND CITIZEN PARTICIPATION

DEMONSTRATES A COMMITMENT TO DEMOCRATIC PRINCIPLES BY RESPECTING ELECTED OFFICIALS, COMMUNITY INTEREST GROUPS, AND THE DECISION-MAKING PROCESS

- _____ **Democratic Advocacy:** Fosters the values and integrity of representative government and local democracy through action and example.
- _____ **Democratic Advocacy:** Ensures the effective participation of local government in the intergovernmental system (requires knowledge and skill in intergovernmental relations).
- _____ **Citizen Participation:** Recognizes the right of citizens to influence local decisions and promote active citizen involvement in local governance.
- _____ **Citizen Participation:** Acquires knowledge of the social, economic, and political history of the community.
- _____ **Citizen Participation:** Educates citizens about local government.

Council’s Comments (if required), or examples provided for other than “Achieves Expectations” rating:

Rating: (Add the ratings and enter subtotal ____ ÷ 5 = ____ score for this component.

CAO’s Comments:

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DIVERSITY

UNDERSTANDS AND VALUES THE DIFFERENCES AMONG INDIVIDUALS AND FOSTERS THESE VALUES THROUGHOUT THE ORGANIZATION AND COMMUNITY

_____	Mutual Respect:	Attracts, retains and develops a talented and diverse labour pool
_____	Mutual Respect:	Sustains a respectful workplace
_____	Mutual Respect:	Build alignment and engagement among employees and teams
_____	Adaptability:	Strategically plans and initiates long term goals and changes to ensure the organization is responsive to a diverse range of needs and situations.
_____	Communications:	Effectively exchanges (obtains and transmits) information, in a variety of mediums, for diverse audiences

Council's Comments (if required), or examples provided for other than "Achieves Expectations" rating:

Rating: (Add the ratings and enter subtotal ____ ÷ 5 = ____ score for this component.

CAO's Comments:

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- 4 = Above average
- 3 = Average
- 2 = Below average
- 1 = Poor

BUDGETING

PREPARES AND ADMINISTERS THE BUDGET

- _____ **Fiscal Management:** Prepares a balanced budget to provide services at a level directed by council.
- _____ **Fiscal Management:** Promotes fiscal discipline and accountability.
- _____ **Fiscal Management:** Protects organizational funds and assets.
- _____ **Implements the Budget:** Ensures proper processes are in place for capital budget priority setting, the maintenance and funding of critical infrastructure, and identification of funding gaps
- _____ **Fiscal Management:** Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively.

Council's Comments (if required), or examples provided for other than "Achieves Expectations" rating:

Rating: (Add the ratings and enter subtotal ____ ÷ 5 = ____ score for this component.

CAO's Comments:

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- 3 = Average
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- 1 = Poor

FINANCIAL ANALYSIS

INTERPRETS FINANCIAL INFORMATION TO ASSESS THE SHORT-TERM AND LONG-TERM FISCAL CONDITION OF THE COMMUNITY.

- _____ **Fiscal Management:** Determines the cost-effectiveness of programs, and compares alternative strategies.
- _____ **Fiscal Analysis:** Analyzes whether municipal resources are linked, integrated, and appropriated allocated.
- _____ **Fiscal Analysis:** Uses sound/viable/realistic research and analysis of available financial data in decision-making processes.
- _____ **Fiscal Discipline:** Promotes fiscal discipline and accountability
- _____ **Funding Opportunities:** Ensures the municipality is positioned to access all funding programs for which it is eligible from senior levels of government.

Council’s Comments (if required), or examples provided for other than “Achieves Expectations” rating:

Rating: (Add the ratings and enter subtotal ____ ÷ 5 = ____ score for this component.

CAO’s Comments:

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- 1 = Poor

HUMAN RESOURCES MANAGEMENT

ENSURES THE POLICIES AND PROCEDURES FOR EMPLOYEE HIRING, PROMOTION, PERFORMANCE APPRAISAL, AND DISCIPLINE ARE EQUITABLE, LEGAL, AND CURRENT

_____	Decision-making and Performance:	Ensures that human resources are adequate to accomplish programmatic objectives
_____	Ethics/Integrity:	Promotes ethical behaviour and holds individuals at all levels, including external contractors and internal staff, accountable for meeting ethical standards
_____	Awareness of Morale:	Effectively responds to any issues of staff morale and satisfaction.
_____	Hiring:	Recruits and retains competent personnel for staff positions
_____	Performance Appraisal:	Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback

Council’s Comments (if required), or examples provided for other than “Achieves Expectations” rating:

Rating: (Add the ratings and enter subtotal ____ ÷ 5 = ____ score for this component.

CAO’s Comments:

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- 3 = Average
- 2 = Below average
- 1 = Poor

STRATEGIC PLANNING

POSITIONS THE ORGANIZATION AND THE COMMUNITY FOR EVENTS AND CIRCUMSTANCES THAT ARE ANTICIPATED IN THE FUTURE

_____	Accomplishment Goals:	of	Participates in the development of annual priorities with Council and senior management; identifies new initiatives for Council to consider
_____	Adaptability:		Establishes direction based on continual assessment of environment and emerging trends, issues, and opportunities.
_____	Accountable Results:	for	Leads the municipality and articulates a clear plan for the municipality that reflects Council's vision, mission and strategic plan, and is well understood, widely supported, consistently applied, and effectively implemented
_____	Anticipates Change:		Anticipates the effects of change and develops plans to manage impacts, and possesses the strategic skills to anticipate opportunities and overcome challenges.
_____	Succession Planning:		Prepares for employees eligible for retirement by focusing on talent management and succession planning.

Council's Comments (if required), or examples provided for other than "Achieves Expectations" rating:

Rating: (Add the ratings and enter subtotal ____ ÷ 5 = ____ score for this component.

CAO's Comments:

5 = Excellent
4 = Above average
3 = Average
2 = Below average
1 = Poor

ADVOCACY AND INTERPERSONAL COMMUNICATION

FACILITATES THE FLOW OF IDEAS, INFORMATION, AND UNDERSTANDING BETWEEN AND AMONG INDIVIDUALS.

_____	Advocacy:	Advocates effectively in the community interest.
_____	Advocacy:	Communicates personal support for policies, programs, or ideals that serve the best interests of the community.
_____	Interpersonal Communication:	Exchanges verbal and nonverbal messages with others in a way that demonstrates respect for the individual.
_____	Interpersonal Communication:	Exchanges verbal and nonverbal messages in a way that furthers organizational and community objectives
_____	Interpersonal Communication:	Demonstrates skill in selecting the most effective communication method for each interchange.

Council's Comments (if required), or examples provided for other than "Achieves Expectations" rating:

Rating: (Add the ratings and enter subtotal ____ ÷ 5 = ____ score for this component.

CAO's Comments:

- 5 = Excellent
- 4 = Above average
- 3 = Average
- 2 = Below average
- 1 = Poor

PRESENTATION SKILLS

CONVEYS IDEAS OR INFORMATION EFFECTIVELY TO OTHERS

- _____ **Effective Presentation:** Possesses strong verbal, written and presentation skills demonstrating a clear, concise and positive style
- _____ **Ethics/Integrity:** Ensures public processes are transparent and accountability is clear when dealing with issues.
- _____ **Effective Presentation:** Effectively exchanges (obtains and transmits) information, in a variety of mediums, for diverse audiences.
- _____ **Effective Presentation:** Disseminates complete and accurate information equally to all Council members in a timely manner.
- _____ **Leadership:** Builds trust through presenting ideas clearly and effectively listening to others, even when not in agreement.

Council’s Comments (if required), or examples provided for other than “Achieves Expectations” rating:

Rating: (Add the ratings and enter subtotal ___ ÷ 5 = ___ score for this component.

CAO’s Comments:

- 5 = Excellent
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- 3 = Average
- 2 = Below average
- 1 = Poor

MEDIA RELATIONS

COMMUNICATES INFORMATION TO THE MEDIA IN A WAY THAT INCREASES PUBLIC UNDERSTANDING OF LOCAL GOVERNMENT ISSUES AND ACTIVITIES

_____	Media Relations:	Builds a positive relationship with the press.
_____	Media Relations:	Demonstrates no bias when working with all news media.
_____	Networking:	Maintains a robust network of mutually beneficial professional contacts
_____	Responsiveness:	Actively responds to inquiries and communicates municipal policies, procedures and processes.
_____	Media Relations:	Communicates the strategic direction and priorities of the organization in a clear and compelling manner

Council’s Comments (if required), or examples provided for other than “Achieves Expectations” rating:

Rating: (Add the ratings and enter subtotal ____ ÷ 5 = ____ score for this component.

CAO’s Comments:

5 = Excellent
4 = Above average
3 = Average
2 = Below average
1 = Poor

INTEGRITY

DEMONSTRATES FAIRNESS, HONESTY, AND ETHICAL AND LEGAL AWARENESS IN PERSONAL AND PROFESSIONAL RELATIONSHIPS AND ACTIVITIES

_____	Personal Integrity:	Demonstrates accountability for personal actions.
_____	Personal Integrity:	Conducts personal relationships and activities fairly and honestly.
_____	Professional Integrity:	Conducts professional relationships and activities fairly, honestly, legally and with knowledge of administrative ethics.
_____	Organizational Integrity:	Fosters ethical behaviour throughout the organization through personal example, management practices, and training.
_____	Organizational Integrity:	Instills accountability into operations and communicates ethical standards and guidelines to others.

Council's Comments (if required), or examples provided for other than "Achieves Expectations" rating:

Rating: (Add the ratings and enter subtotal ____ ÷ 5 = ____ score for this component.

CAO's Comments:

5 = Excellent
4 = Above average
3 = Average
2 = Below average
1 = Poor

PERSONAL DEVELOPMENT

DEMONSTRATES A COMMITMENT TO A BALANCED LIFE

_____	Professional Proficiency:	Attends to personal professional development and training.
_____	Professional Development	Ensures personal growth and competence through his / her own education and training.
_____	Work Habits	Conveys a clean, safe, and professional image through personal hygiene, grooming, and appearance.
_____	Learning:	Values lifelong learning in oneself and others.
_____	Personal Development	Demonstrates ongoing self-renewal and development to increase personal capacity.

Council's Comments (if required), or examples provided for other than "Achieves Expectations" rating:

Rating: (Add the ratings and enter subtotal ____ ÷ 5 = ____ score for this component.

CAO's Comments:

OVERALL RATING AND FINAL NOTES

5 = Excellent (almost always exceeds the performance standard)	
4 = Above average (generally exceeds the performance standard)	
3 = Average (generally meets the performance standard)	
2 = Below average (generally does not meet the performance standard)	
1 = Poor (rarely meets the performance standard)	

Any item left blank will be interpreted as a score of "3 = Average"

Overall Council Rating:

Overall CAO Comments

COMPENSATION

It is our intention that this Performance Evaluation allows for fair and equitable compensation adjustments based on a review of performance in achieving mutually identified priorities and on the elected body's level of satisfaction with the CAO's overall performance. To ensure the review is balanced and fair, the Linking of the Council's Strategic Goals with the CAO's Goals, at the outset of this form, and at the close of this form, make the expectations clear.

Quarterly and mid-term reviews *without any consideration of compensation* ensure that expectations and performance are on track and openly communicated.

This full-term evaluation has been used to evaluate the level of performance satisfaction for the entire performance period. In addition to this full-term evaluation, compensation decisions may be based on:

- the economic climate of the municipality and community;
- the general status of compensation decisions in the private sector of the community;
- compensation decisions for other employees of the local government;
- a review of the competitive position of the local government in the local government's market area; and
- a comparative salary review.

Please refer to Template 1.3B for Compensation Options.

SETTING GOALS FOR THE COMING PERIOD

Copy any ongoing goals from Table 1 and include any new Goals and Key Results for the coming evaluation cycle in Table 2.

Table 2: CAO Goals and Key Results Areas for [year]

Council's Strategic Goal	CAO's Goals for the Evaluation Year	Key Results Area for the CAO	Performance Metric	Target Completion Date

SOURCES:

Main Source: Based on the International City/Council Management Association (ICMA) Practices for Effective Local Government Management. Used with Permission.

Other Sources: City of Mississauga Performance Evaluation: Senior Management 2015

City of Moose Jaw Competency-Based Performance Review

County of Elgin Performance Development and Review Program

International City/Council Management Association City Manager Performance Evaluation

Town of Canmore Annual Performance Review for the Chief Administrative Officer

Town of Essex Chief Administrative Officer Performance Evaluation

Town of Olds Performance Evaluation of the Chief Administrative Officer

Town of Torbay Staff Evaluation: Chief Administrative Officer

Town of White City Town Manager's Performance Evaluation

Performance Appraisal of the Chief Administrative Officer for the Municipality of XXXX

Name of CAO: _____

Date Appointed to Position: _____

Date of Appraisal Meeting: _____

Current Salary: _____

Date of Last Revision: _____

Purpose of a Performance Evaluation Process

This performance evaluation of the CAO is a valued instrument of this Council and is used in order to:

- ✚ Underline the importance which the Council places on its relationship to CAO
- ✚ Ensure that both the Council and CAO understand essential components/competencies of this position
- ✚ Provide a balanced format that is deemed acceptable and useful to both parties and one that serves the purpose of outlining requirements and ensuring sound and regular feedback
- ✚ Provide the CAO with a forum for outlining and discussing his annual objectives and an assessment of the results

- + Establish any needed changes in the criteria for future evaluations.

Performance Evaluation Content

A review of the CAO's performance should embrace a number of areas. These include the following:

- + Assistance to Council in understanding its governance role
- + Relationship building with the Mayor
- + Policy advice and leadership on the key issues
- + Fiscal management
- + Leadership of the administrative team
- + Team selection, assessment, training, mentoring
- + Development of community relationships
- + Accomplishment of goals
- + Areas for improvement

Guidance to Performance Assessment Factors

Rate each factor according to your perception of the performance of the CAO in the past year.

Please provide narrative comments or examples to illustrate, if possible.

RATING CRITERIA:

1. Outstanding
2. Above Standard
3. Standard
4. Below Standard

- + **1.** Assistance to Council in understanding its governance role
 - a) Preparing an orientation program and suitable materials for a new Council*
 - b) Identifying the needs/priorities of this Council*
 - c) Committing to equal treatment/courtesy/assistance*
 - d) Providing advice on potential areas of conflict/pecuniary issues*
 - e) Seeking to develop a relationship based on mutual respect, trust and integrity*
 - f) Ensuring access to relevant training programs for Council members*

- g) Being responsive to the feedback and input received from members of Council*
- h) Communicating advice to Council that will assist it in its governance responsibilities*
- i) Communicating any issues of concern to Council impacting its relationship to the administration*
- j) Monitoring legal implications of issues; being aware of Council 's legal and legislative requirements*
- k) Ensuring ready access to useful policy-based information*
- l) Maintaining appropriate boundaries; assuring equal treatment*
- m) Providing quality control on advice going forward*
- n) Ensuring an ongoing degree of open communication with Council; presenting reasonable and professional views in a straight-forward yet pleasant manner.*

Rating: _____

Comments:

2. Relationship building with the Mayor

- a) Meeting with new Mayor immediately following election*
- b) Identifying concerns of the Mayor ; addressing his/her expectations, style and needs issues*
- c) Ensuring the apolitical nature of the relationship clear (including no personal connection to outgoing Mayor)*
- d) Identifying areas of potential overlap & strategies to address*
- e) Ensuring Mayor prepared for any engagements/speeches*

f) *Ongoing briefings and meetings held on scheduled basis*

Rating: _____

Comments:

3. Policy advice & leadership on the key issues

- a) *Assistance in identifying key issues; offering strategic advice addressing such issues*
- b) *Ensuring both Council and administration aware of importance of policy development*
- c) *Providing quality advice and guidance to Council on identified issues*
- d) *Coordination and preparation of draft policy statements*
- e) *Strength of administrative leadership as observed in terms of the CAO's decision-making ability (e.g. decisiveness, quality of decisions)*
- f) *Advice to Council on importance of strategic planning as a leadership tool; assistance to Council in planning/designing a strategic planning session*
- g) *Implementing approved policy; monitoring policy implications*
- h) *Review/monitoring of financial controls/audit reports/business plan and budget*

Rating: _____

Comments:

4. Fiscal management

- a) *Ensuring the development of a comprehensive, inclusive and transparent process of business planning and budgeting*
- b) *Ensuring that Council provides guidance to the administration in the development of both plans and budgets*
- c) *Providing Council with accurate, comprehensive advice on the current status of the fiscal condition of the Municipality*
- d) *Advising Council on the status of any changes required by the external auditor; acting promptly on audit recommendations*

Rating: _____

Comments:

5. Leadership of the administrative team

- a) *Providing ongoing, consistent leadership to department heads and through them to the full administration*
- b) *Communicating effectively and regularly; providing ongoing guidance/direction*
- c) *Making administrative decisions within constraints of bylaw/policies*
- d) *Providing inspiration and modeling of a desire to be the best*
- e) *Delegating/empowering within reasonable limits*
- f) *Supervising direct reports and expecting results*
- g) *Disciplining behaviour and correcting promptly*
- h) *Ensuring sound corporate communications plan*
- i) *Ensuring that senior staff are involved in the process of developing Municipality goals and priorities; providing a forum for Council and senior staff to engage in discussions relative to the Municipality's strategic plan*

Rating: _____

Comments:

6. Discharge of all legislative and bylaw requirements

- a) *Determining changes to the organizational structure*
- b) *Continually assessing the needs of the system; seeking the advice of senior staff in this process*
- c) *Developing a sound policy-based and cross-organizational approach to recruitment & selection*
- d) *Ensuring a planned approach to training/development*
- e) *Attending suitable conferences/courses as an example*
- f) *Establishing mechanisms for mentoring other supervisory staff*
- g) *Fulfilling all Act and bylaw requirements*

Rating: _____

Comments:

7. Development of community relationships

- a) *Maintaining a positive profile in the Municipality of XXXX's jurisdiction as the senior administrative spokesperson and leader*
- b) *Ensuring that Council members and the Mayor have access to sound advice on how to engage the public (community communication plan)*
- c) *Maintaining contact with other administrative leaders in the region and with other key administrative leaders throughout the Province*
- d) *Developing a positive/constructive rapport with media*
- e) *Ensuring the development of administrative protocol to develop courteous relationships with the public*

Rating: _____

Comments:

Annual Objectives/Key Results

These should be developed by the CAO and reviewed with the Mayor and Council.

Key Objectives	Key Results

Overall impression of performance and results achieved.

Accomplishment of Goals

Comments:

Areas for Improvement (Rank in order of importance)

1. Assistance in the Council 's governance processes

2. Relationship building with the Mayor

3. Policy advice & leadership on the key issues

4. Fiscal management

5. Leadership to the administrative team

6. Discharge of all legislative and bylaw requirements

7. Development of community relationships

Follow-Up

Indicate those measures or steps which should be taken by the CAO over the course of the next appraisal period to improve his performance, e.g. types of external or internal development courses/seminars, changes in management practices, etc.

Sign Off

Signatures of the Mayor and CAO to indicate completion of the process

Signature of the CAO

Signature of Mayor (or designate)

Date

**TOWN OF BON ACCORD
COUNCIL BRIEFING REPORT**

Meeting:	Council Briefing Meeting
Meeting Date:	October 26, 2022
Presented by:	Jodi Brown (Town Manager)
Title:	Draft Council Workshop Policy
Agenda Item No.	5.1

BACKGROUND/PROPOSAL

It is common practice for municipal Councils to hold educational workshop sessions for Council members.

In order to comply with the Municipal Government Act's requirements for public meetings and to align with the values of transparency, service excellence, and professionalism in the Town's strategic plan, administration recommends that Council establish a Council Workshop Policy. Further, such a policy would also ensure that a consistent approach and standards for delivery of these educational sessions are established.

Administration researched examples of municipal Council Workshop Policies to draft the enclosed Council Workshop Policy. Therefore, the enclosed policy is based in part, on the City of St. Albert Council Training Workshops Policy (enclosed).

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The proposed Council Workshop Policy is enclosed for review.

STRATEGIC ALIGNMENT

Values Statement: Transparency

Open and accountable to our residents and encourage open communication.

Values Statement: Stewardship

Administration and Council embody the responsible planning and management of our resources.

Value Statement: Professionalism

Administration and Council manage the affairs of Bon Accord in a competent, reliable manner, to maintain a safe and prosperous community to work and live.

Values Statement: Service Excellence

Administration and Council strive for the highest standard of service delivery and governance.

COSTS/SOURCES OF FUNDING

Annual Budget



CITY OF ST. ALBERT CITY COUNCIL POLICY

NUMBER	TITLE
C-CG-13	Council Training Workshops
ORIGINAL APPROVAL DATE	DATE LAST REVISED
July 9, 2018	January 21, 2019

Purpose

To prescribe the use and standards pertaining to Council Training Workshops.

Policy Statement

Periodically, Council Training Workshops may be held to provide Council training or education. Council shall not make a decision or direct Administration in the context of a Council Training Workshop.

Definitions

“Chief Administrative Officer” or “CAO” means the individual appointed by Council to the position of Chief Administrative Officer under section 205 of the *Municipal Government Act* and pursuant to the Chief Administrative Officer Bylaw.

“Council Training Workshop” means a workshop designed to train, educate, or issue alerts to Council on a specific topic, without any intent to procure direction or a decision from Council;

“Official Meeting of Council” means a regular council meeting, organizational council meeting, special council meeting or council committee meeting as defined in the *Council and Council Committee Meetings Regulation* of the *Municipal Government Act*.

Responsibilities

1. The CAO shall provide Council with advance notice of upcoming Council Training Workshops.
2. The CAO shall provide public notice of workshops.

3. The CAO shall ensure, where appropriate, that material presented to Council is available to the public.

Service Standards/ Expectations

1. Council Training Workshops will not be regularly scheduled, but rather will be scheduled on an *ad hoc*, as-needed basis.
2. Council members will make every effort to attend and participate in a Council Training Workshop.
3. No formal minutes of Council Training Workshops will be prepared.
4. No business of Council shall be conducted, meaning no decisions of Council shall be made.
5. Material presented at a Council Training Workshop shall not cover any topic that advances the business of the City or an existing Council motion.

Legal References

Municipal Government Act
Freedom of Information and Protection of Privacy Act
Council and Council Committee Meetings Regulation

Cross References

Chief Administrative Officer Bylaw
Procedure Bylaw

DATE REVIEWED	NEXT REVIEW DATE	REVISIONS
July 2018 – Legal and Legislative Services	2022 – Legal and Legislative Services	January 21, 2019 – AR-19-003

COUNCIL WORKSHOPS

SECTION: Council

DEPARTMENT: Administration

COUNCIL APPROVAL DATE: [date]

POLICY STATEMENT

Periodically, Council Workshops may be held to provide Council training, education, or information on a specific topic without any intent to procure direction or a decision from Council.

PURPOSE

To prescribe standards pertaining to Council Workshops.

SCOPE

This policy will be enacted to address the annual Council Workshop and, on a case, by case basis for other workshops or training opportunities offered by the Town.

This policy shall not include workshops, training opportunities or conferences offered by other agencies or organizations that Council may attend. For example, but not limited to, the annual Alberta Municipalities Conferences or regional workshops or training opportunities.

DEFINITIONS

“Council” means the members of Council including the Deputy Mayor and Mayor of the Town of Bon Accord.

“Council Workshop” means a workshop designed to train, educate, or issue alerts to Council on a specific topic, without any intent to procure direction or a decision from Council.

“Town” means the Town of Bon Accord.

“Town Manager” means the chief administrative officer of the municipality or their delegate.

RESPONSIBILITIES

1. The Town Manager shall provide Council with advance notice of upcoming Council Workshops.
2. The Town Manager shall provide public notice of Council Workshops.
3. The Town Manager shall ensure, where appropriate, that material presented to Council is available to the public.

SERVICE STANDARDS:

1. Council Workshops will not be regularly scheduled, but rather will be scheduled on an ad hoc, as-needed basis except for the annual Council Workshop as per the Annual Council Workshop section below.
2. Council members will make every effort to attend and participate in a Council Workshop.
3. No formal minutes of Council Workshops will be prepared.
4. No business of Council shall be conducted, meaning that Council shall not make a decision or direct Administration in the context of a Council Workshop.
5. Council Workshop sessions that include topics of discussion that may advance the business of the Town without formal decision or direction, (such as but not limited to, the annual review of the Strategic Plan) shall be open to the public.
6. Material presented at a Council Workshop shall not cover an existing Council motion.

ANNUAL COUNCIL WORKSHOP

1. Each year, the Town Manager will plan an annual Council Workshop that will include an annual review of the Strategic Plan and other topics as desired by Council.
2. The Town Manager shall present the proposed agenda for the Council Workshop to Council for approval.

REFERENCES

Municipal Government Act

Freedom of Information and Protection of Privacy Act

Procedural Bylaw

Code of Conduct Bylaw

DRAFT

**TOWN OF BON ACCORD
COUNCIL BRIEFING REPORT**

Meeting:	Council Briefing Meeting
Meeting Date:	October 26, 2022
Presented by:	Falon Fayant, Corporate Services Manager
Title:	Draft Employment Policy
Agenda Item No.	5.2

BACKGROUND/PROPOSAL

Administration has completed a draft of a new Employment Policy. Currently, the Town has an Employee Handbook dated from 2015. There is an additional copy dated 2017 when it is believed updates were in progress or intended to start, but these updates were not completed nor circulated.

Establishing the employment document as a policy allows for a process that formally defines the expectations and provides guidance for employees.

Employment and human resource policies should be reviewed at least every three years to ensure they comply with current practices and legislation.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The draft Employment Policy complies with current practices and employment legislation. Key updates/changes within the new policy are:

- New format and wording – the draft Employment Policy has an easy-to-follow format and contains wording that is clear and concise.
- Employment forms have been added as Appendices to the policy to ensure consistent documentation.
- Section 17. Vacation – an update has been made to Vacation entitlements, changing the length of service requirements for annual entitlements to match more closely and be competitive with those in surrounding communities. This change can also support a healthy employee retention plan to help the Town with service excellence by maintaining trained and knowledgeable staff with no impact to the budget.

Schedule of Proposed Vacation Entitlement:

<u>Length of Service</u>	<u>Annual Entitlement</u>	<u>Rate of Accrual</u>
4-7 1-5 years continuous service	3 weeks or 15 days	1.25 days/month
8-15 6-10 years continuous service	4 weeks or 20 days	1.67 days/month
16-19 11-15 years continuous service	5 weeks or 25 days	2.09 days/month
20 16+ years continuous service	6 weeks or 30 days	2.50 days/month

Comparison of Vacation Leave with Nearby Municipalities:

Town of Redwater	Town of Bruderheim	Town of Gibbons	Westlock
1 - 5 years = 15 days	1 - 5 years = 15 days	upon hire = 15 days	0 - 5 years = 15 days
6 - 10 years = 20 days	5-15 years = 20 days	5 - 9 years = 20 days	6 years + = each additional year gives an additional day
10+ years = 25 days	15-20 years = 25 days	10 - 14 years = 25 days	
	20+ years = 30 days	15+ years = 30 days	
	Carry-over max 5 days		

- Section 18. Sick Leave – an update has been made to Sick Leave allowances. Per Town Health and Safety policies and procedures, employees are expected to remain home when exhibiting signs of contagious illness, and not return to the workplace until symptoms have resolved or been determined by a medical professional to no longer be contagious.

The post-pandemic world is no longer tolerant of individuals coming into work sick, and the expectations and practices have changed.

Slightly increasing the Town’s sick leave allowances and allowing a carry-forward (with a maximum) better reflects the changing Health and Safety requirements and allows the Town to remain similar to and competitive with surrounding communities.

Specific changes to the section include the following:

- a) Full-time employees shall accumulate sick leave credits at a rate of ~~one day per month~~ one and a half (1.5) days per month. (18 days per year versus 12 days)
- b) The number of sick days that an employee may carry-forward to the following year is limited to the number of days they can earn in a twelve (12) month continuous period.
- c) Employees are required to submit medical proof of illness for any claim of sick leave more than ~~three (3) days~~ five (5) days unless the absence is required by law by Alberta Health Services (AHS).

Comparison of Sick Leave with Nearby Municipalities:

Municipality	# Days per Year/Other	Carried Forward	Short-Term Disability Available
Town of Redwater	18	Yes = max 90 days	No
Town of Bruderheim	18	Yes - max of 60 days	No
Town of Gibbons	8	Yes = max of 8 days	Yes
Westlock (*)	6 hours biweekly	up to maximum of 80 hours	Yes

(*) No annual cutoff, sick time continues to accrue each period and as used

This Draft Employment Policy was circulated to staff for feedback prior to bringing the documents forward to Council.

STRATEGIC ALIGNMENT

Values Statement of Stewardship: Administration and Council embody the responsible planning and management of our resources.

Values Statement of Service Excellence: Administration and Council strive for the highest standard of service delivery and governance.

COSTS/SOURCES OF FUNDING

NA

EMPLOYEE HANDBOOK



This Employee Handbook of procedures came into effect on _____.

The most recent changes were made on _____ and took effect on this date.

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Section One: The Town of Bon Accord Information

Welcome

Welcome new employee!

On behalf of your colleagues, I welcome you to The Town of Bon Accord and wish you every success here.

We believe that each employee contributes directly to our success, and we hope you will take pride in being a member of our team.

This handbook was developed to describe some of our expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the employee handbook as soon as possible, for it will answer many questions about employment with the Town.

If you have any questions that are not answered by this handbook, feel free to contact your supervisor or the CAO.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, Welcome!

Sincerely,

A handwritten signature in cursive script, appearing to read "V. Zinyk".

Vicki Zinyk
Chief Administrative Officer

Introductory Statement

This manual is designed to acquaint you with our organization and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of this handbook. It describes many of your responsibilities as an employee and outlines the programs developed by our organization to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

The Town of Bon Accord wishes to foster a harmonious relationship with its employees ensuring employees are treated in a fair and equitable manner. The Town abides by all legislative requirements as it affects the employer/employee relationship.

This handbook is a collection of the rules, conditions and operating philosophies that govern the Town and its employees. It provides explicit statements of how the Town expects its employees to behave and we explain how employees can expect the Town to respond in certain circumstances. This handbook also contains statements of philosophy to help define the norms and values that shape our culture.

These procedures are supported by senior management at The Town of Bon Accord. In order for a strong corporate culture to become self-sustaining this manual must be consistently followed and enforced by all those individuals who supervise workers.

No employee handbook can anticipate every circumstance or question about policy. As our organization continues to grow, the need may arise and the Town reserves the right to revise, supplement, or rescind any policies or portions of this handbook from time to time as it deems appropriate, in its sole and absolute discretion. Employees will, of course, be notified of such changes to the handbook as they occur.

This document is controlled by the CAO and will be reviewed annually and updated when required. The CAO is the authority to approve changes.

Compliance with the Guide

Supervisor Responsibilities

As a supervisor, you are required to be role models of appropriate business conduct and to see that the principles and guidelines of this Business Conduct are upheld. This means:

- Ensuring all employees have access to these guidelines, and that they understand and comply with its provisions;
- Offering assistance and explanation to any employee who has questions, uncertainty or is in a difficult situation;
- Reporting any apparent violation of these guidelines or breach of company policy; and
- Taking prompt and decisive action, in consultation with the CAO, when this Guide has been violated.

Employee Responsibilities

As a The Town of Bon Accord employee, you must follow these guidelines for Business Conduct and all Town policies and procedures. Unethical behavior and violations of The Town of Bon Accord's policies may result in disciplinary action, and depending on the severity of the violation could include termination, as well as civil or criminal prosecution.

Individual responsibility does not mean that you are expected to face troublesome ethical or legal questions on your own. When in doubt, ask for help and guidance.

Everyone benefits from ethical, honest behavior. It starts with you, and ripples out.

The Town of Bon Accord History

The Town was established in 1896 by Scottish settlers. Our Scottish ancestry is reflected in the name “The Town of Bon Accord” which is the motto of the City of Aberdeen, Scotland. The Town’s name is said to have been the password used at the taking of the Castle in Aberdeen from the English by the Aberdonians and was often used when giving a toast, where “The Town of Bon Accord’ meant “Happy to meet, sorry to part, happy to meet again”. In 1964, The Town of Bon Accord was incorporated as a Village and by 1979 had achieved Town status.

The Town of Bon Accord Overview

The Town of Bon Accord is a rural community located in the centre of Sturgeon County, and is only minutes away from the capital of the province, Edmonton, Alberta. Our location allows residents to have the best of both worlds - a rural environment with immediate access to all the amenities and services of a large urban centre.

Today, The Town of Bon Accord is a thriving community, and is home to 1,488 people who enjoy the peace and quiet of rural living at its best. Throughout the year, The Town of Bon Accord has many special events organized by local committees, organizations and volunteers.

With a high quality of life, The Town of Bon Accord offers a number of recreational and cultural activities as well as myriad community services that provide support and opportunities for the enjoyment of all its residents.

The Town of Bon Accord Vision and Mission Statement

Vision

“The Town of Bon Accord, a sustainable community, moving into the future.”

Mission

“Provide effective services to our community where families thrive and businesses prosper.

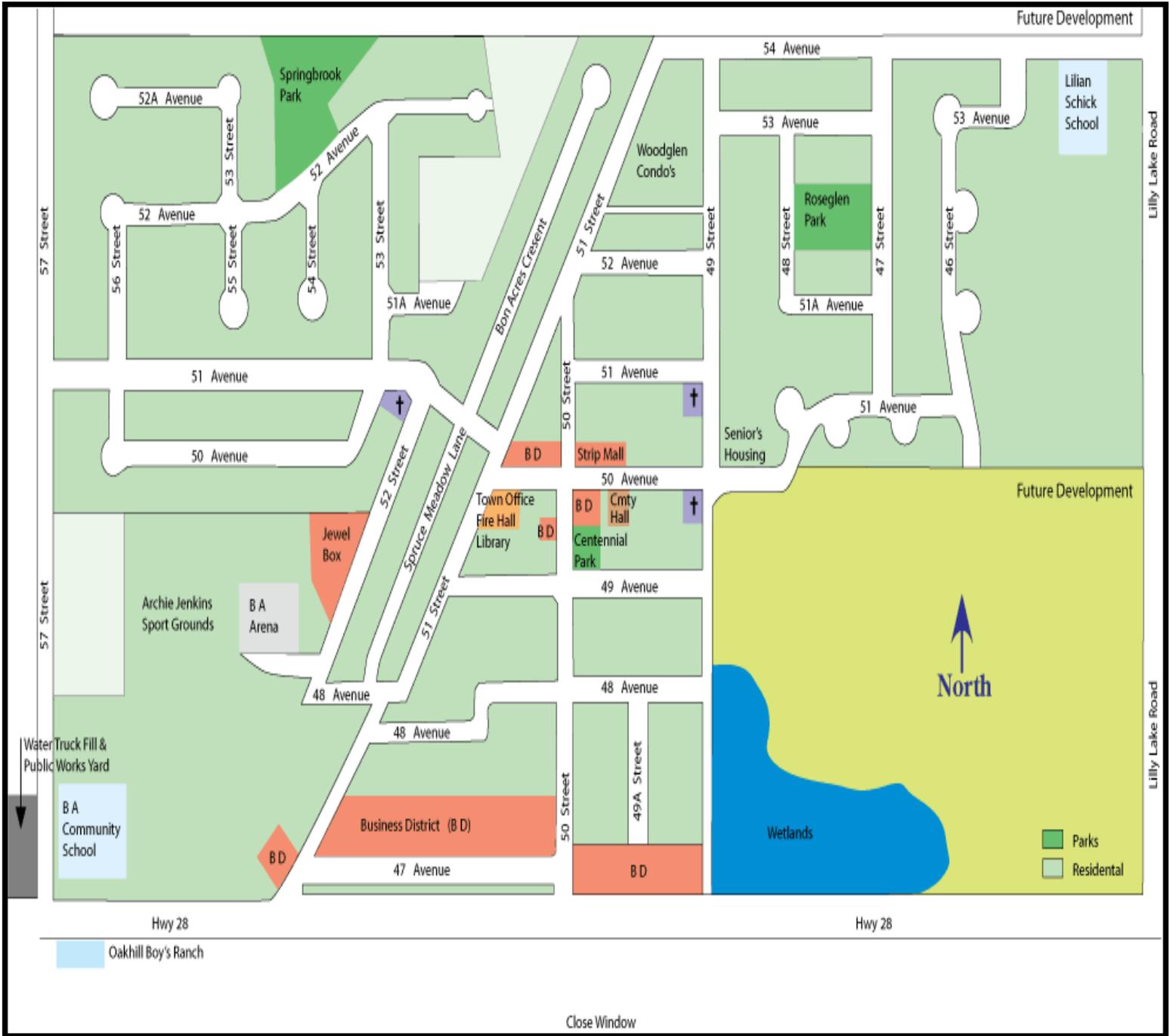
The Town of Bon Accord Council

The elected council determines the overall leadership and policy direction for The Town of Bon Accord. The Mayor and Councillors are elected every four (4) years and are charged with the important responsibility of making decisions in the best interests of the municipality as a whole.

October 2013 to October 2017 Elected Officials:

Randolph Boyd	Mayor
Alex MacKenzie	Councillor
David Hutton	Councillor
Lorna Pocock	Councillor
Greg Mosychuk	Councillor

The Town of Bon Accord Map



Organization Structure Town of Bon Accord

MAYOR RANDOLPH BOYD
COUNCILLORS ALEX MACKENZIE; GREG MOSYCHUK; LORNA POCOCK; DAVID HUTTON

VICKI ZINYK
(CAO)

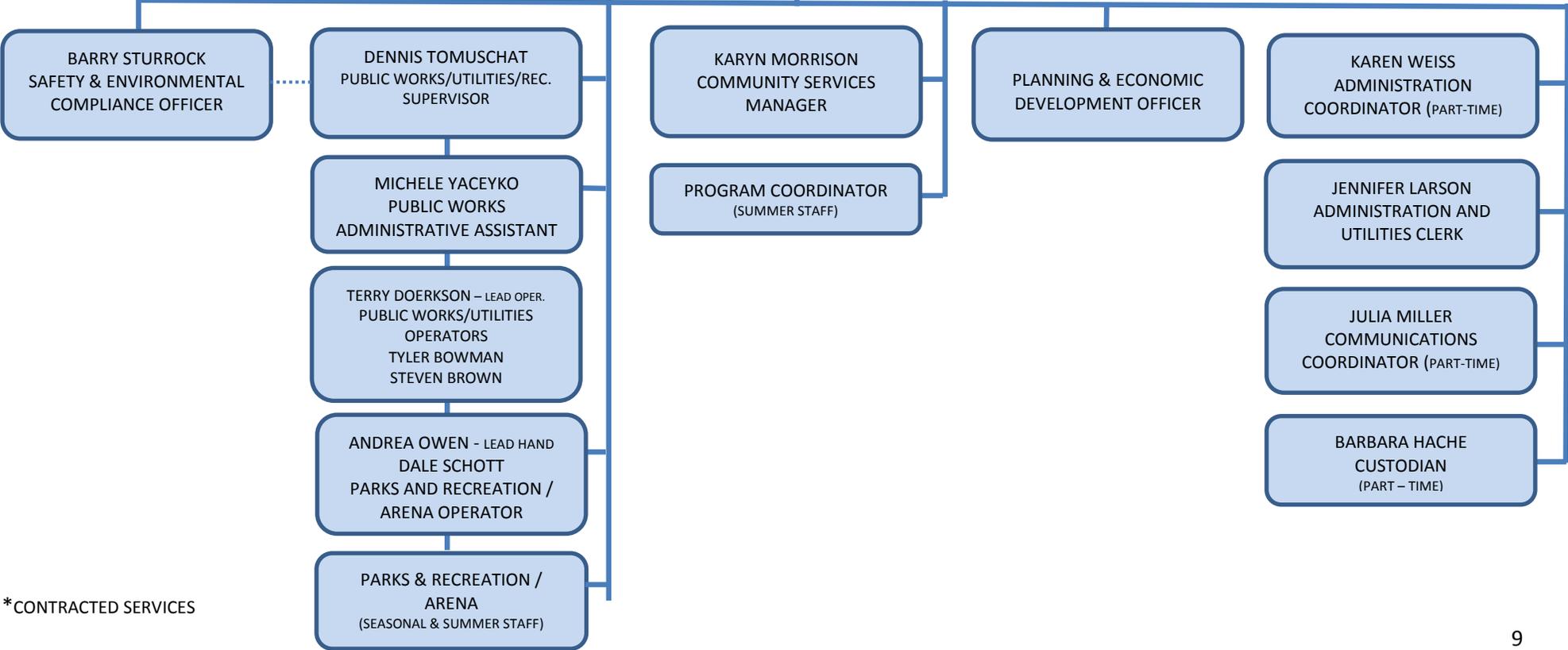
STEVE MADDEN
(ASSISTANT CAO)

*PARTNERSHIP WITH
STURGEON COUNTY
PAT MAHONEY

VOLUNTEER FIRE FIGHTERS

*CORPORATE SERVICES

- FINANCIAL – STURGEON COUNTY
- IT SERVICES – TRINUS



*CONTRACTED SERVICES

Section Two: Employment Practices

Abandonment of Position

Employees who are absent for four (4) or more days from their place of employment without authorization and who have failed to provide the Town of Bon Accord with an acceptable reason for that absence, will be declared to have abandoned their position.

The employee's supervisor is required to take reasonable steps to contact the employee in an effort to determine the reason for the absence. The CAO can provide assistance.

The CAO or department supervisor has the sole authority to declare an employee to have abandoned their position based on the information that has been presented to him/her. Notification of abandonment of position is just cause for termination and will be made in writing and sent to the employee by mail.

Access to Employee Files

The CAO and/or Payroll are charged with the responsibility of maintaining the integrity and confidentiality of the Employee files. This is intended to facilitate that responsibility.

The Employee files will be stored in a locked compartment. The CAO and/or Payroll will have access to the files.

Employees may review their own Employee file at a time mutually convenient to the CAO and/or Payroll.

Supervisors may review their own files and files of those employees who report directly to them.

The CAO and/or Payroll will assist the employee by "pulling" the file(s) and providing a confidential space, so that the employee can review their/the file(s). The review must take place in a "public" area so that the CAO and/or Payroll can prove, by way of this procedure, that documents are not added, removed or altered. This is essential to ensure the integrity of the files and applies to all Town employees.

Documents may be removed from the Employee file and copies be made by the CAO and/or Payroll only. Employees, can, however, request copies of documents in their files.

Information contained within an Employee file will not be released outside the Town without the employee's written or verbal consent, unless required by law.

Information concerning an employee will normally only be released by the Supervisor, CAO or designate. Confirmation of employment requests will be completed by Payroll or the CAO. To ensure records are current and up-to-date, employees are to advise Payroll and the CAO immediately of any change in their employment or personal status.

Attendance Management

The Town of Bon Accord is committed to managing Employee attendance through a positive, supportive environment that promotes the best possible attendance in order to provide quality, best value municipal services.

The Town recognizes the cost, increased disruption and burden on co-workers caused by uncontrolled absenteeism. The ability to meet the needs of citizens and customers can be greatly reduced if levels of

workplace absence are unacceptably high. In order to provide a high level of service, The Town of Bon Accord depends on the contribution of its Employees and their regular attendance is essential to the achievement of this goal.

Employees have a responsibility to fulfill the duties for which they were employed unless prevented from doing so for legitimate reasons. Fostering an attendance culture is a key component of ensuring that the organization meets its performance and accountability obligations to deliver a quality service.

The CAO monitors trends and patterns in determining what the Town will consider as an acceptable average of non-culpable absences and once an individual is identified as exceeding this average, they will be placed in the Attendance Management Program. The Employer considers an acceptable average number of sick days to be 12 days per year, however the details of each situation must be considered.

The Town of Bon Accord has developed a process to assist Supervisors in managing attendance. It does not intend that Employees incapacitated due to illness or disability be influenced to work if unable to do so.

This process provides an overview of the roles and responsibilities of the various parties involved in attendance management, defines the various types of absences, focuses on how to identify an attendance problem and outlines the counseling process to be used in assisting Employees overcome their absenteeism challenges. The objectives of this process are:

- To promote optimal and consistent attendance at work;
- To raise awareness of the importance of good attendance;
- To promote an atmosphere of mutual respect, fairness and concern;
- To provide a framework for responding to excessive absenteeism;
- To assist individual Employees overcome difficulties which adversely affect consistent attendance and to help prevent absenteeism problems from escalating.

Attendance management is the function of many individuals, and its success is dependent upon the commitment of all participants. Outlined below are some of the key responsibilities of the various groups who will impact the success of the program.

It is the responsibility of the **Employee** to:

- Maintain a record of optimum attendance by attending work as assigned;
- Follow established reporting procedures;
- Schedule medical and dental appointments during non-work hours whenever possible;
- Advise Supervisor of any disability that prevents them from maintaining optimum attendance;
- Identify barriers to optimum attendance;
- Comply with reasonable requests to provide medical evidence;
- Participate in a plan to improve attendance with the Supervisor.

It is the responsibility of the **Supervisor** to:

- Use the Attendance Management procedures to manage Employee attendance;
- Raise awareness about the importance of consistent attendance;
- Communicate the Employer's attendance expectations to Employees;
- Advise Employees of proper procedures for reporting absences;
- Ensure completion and maintenance of accurate attendance records;
- Monitor and assess attendance statistics consistently;
- Exhibit concern for the Employee's well-being;

- Maintain appropriate contact with Employee while on medical leave.

It is the responsibility of the **CAO** to:

- Provide advice to Supervisors concerning matters related to attendance management;
- Assist in carrying out the necessary stages of the program as required;
- Interpret existing policies to ensure proper application;
- Assist in the development of return-to-work options;
- Guide and assist Employees to access benefits available to them;
- Liaise with Workers' Compensation, AMFC and other benefit providers when appropriate.

It is the responsibility of the **Supervisory Team** to:

- Be accountable for the attendance levels within their department/division;
- Offer support in the consistent application of attendance management.

Absences that will require some type of Employer intervention are split into two distinct categories; Non-Culpable and Culpable. It is essential that we differentiate between these two types of absences, record them separately and resolve them differently. For instance, disciplinary measures may only be used to address absences that are determined culpable. Counseling measures are used to address non-culpable absences and are designed to be constructive and assist Employees in reducing their level of absenteeism.

Non-Culpable Absence

Situations where an Employee is away from work too frequently and yet has genuine and documented reasons for the absences are presumed to be non-culpable. Although the Employee may be capable of doing the job when at work, the excessive absences create problems for the Employer. As a result, the Employee is not fulfilling the requirements of the employment contract. It is important to note that non-culpable absenteeism is not corrected in a disciplinary fashion but through education and assistance.

Examples of non-culpable absences may include:

- Excessive sick leave, with or without pay, even with medical certification;
- Excessive outside appointments during working hours;
- Excessive absences from work to deal with ongoing family problems.

Disability Absence is a category used to define absences that result from an identified condition or disability. These absences are considered to be non-culpable. Supervisors should consult with the CAO in these situations to address opportunities for accommodation. Employers are required to accommodate Employees with a disability, within the meaning of the legislation, to the point of "undue hardship". This type of absenteeism may also require special, personalized attendance goals which may be below the norm as part of the employment accommodation.

Culpable Absence

These are unauthorized absences which are within the Employee's control and may warrant a disciplinary response, however, only after consultation with the CAO is discipline to be contemplated.

The following are situations of culpable absence:

- Excessive lateness;
- False explanation for an absence;

- No reason is provided for the absence;
- Unsubstantiated absences, where evidence of the reason is required;
- The reason for the absence is not legitimate.

Supervisors have a right to expect regular attendance by Employees; however, it is important to recognize that most absences are legitimate. Nevertheless, any absence is potentially disruptive for a department and Supervisors should be concerned about every instance of absence. Furthermore, excessive absence is a strong indication that a problem may exist. The way in which a Supervisor deals with Employee absences will play a critical role in effective attendance management and the prevention of attendance problems from escalating.

Procedures

Identifying attendance problems begins with monitoring the attendance of all Employees periodically and in a consistent manner. Promoting and maintaining regular attendance and assisting Employees overcome difficulties which reduce consistent attendance is dependent on early identification of attendance problems. In this regard, it is essential that Supervisors keep up-to-date records of Employee leave, as well as, monitor attendance regularly. Some of these include:

- Authorized Vacation;
- Banked Overtime Leave;
- Bereavement Leave;
- Witness/Jury Duty;
- Maternity Leave;
- Parental Leave;
- Family Responsibility Leave; or
- Suspension.

We must also ensure that those absences which are identified as culpable form part of the attendance record; although they are not included when calculating an Employee's non-culpable absenteeism rate. It is important that culpable absences are dealt with in accordance with the principles of progressive discipline. After removing the above noted absences, the total remaining absences per year is compared against the Employer average. The CAO maintains statistics on the Employer's average absenteeism.

When an Employee's absenteeism record exceeds the Employer's acceptable average, this signals that there is *potential* attendance issue that requires attention. At this point the Supervisor needs to review all available information to determine the appropriate course of action. It is important to recognize that each Employee and situation is different and that each case must be assessed independently with some consideration and flexibility given to the particular circumstances. Therefore, once we have identified that there is a potential attendance issue, we must consider all available information before deciding how to best intervene.

The number of incidents of absence and length of absence are important in determining the approach that should be taken in handling attendance issues. For example, one (1) incident of twenty (20) days absence due to a bona fide illness is handled differently than twenty (20) separate incidences of one (1) day each. All absences have an adverse impact on a section/department; however, a single, lengthy episode will not usually be categorized as problem absenteeism where an Employee's previous attendance record has been good and is expected to return to acceptable levels after the current absence issue is resolved. You will need to assess whether it was an isolated illness or injury which has caused a spike in an otherwise acceptable attendance record. It should be noted that an Employee's absences from work does not

necessarily constitute problem absenteeism simply because they have an above average number of absences. It is the Supervisor's responsibility to review the available information and assess whether an absenteeism problem exists.

There are five stages in the counseling process to address *non-culpable attendance* issues, in addition to the initial interview, which are designed to raise awareness about an Employee's attendance problem and to encourage improvement. The objective is that through the encouragement and support of the Supervisor and the use of available resources, the Employee can be successful in achieving and maintaining an acceptable level of attendance. There are a number of points that may apply which are common to each stage:

- Any stage of the process can be extended, repeated or suspended all together if circumstances warrant, such as sufficient attendance improvement noted;
- If the attendance record continues to improve and the Employee achieves and maintains an acceptable level for a period of 12 months, then the attendance problem is considered resolved. The Employee is commended on their success and is removed from the program;
- If the Employee, after having been removed from the program, is required to re-enter the program, the process re-starts at the initial interview.

If the Employee indicates at any step that there is a medical condition or disability contributing to their attendance challenges, then the Supervisor should discuss the situation with the CAO so that appropriate steps can be taken.

In instances where an attendance concern has been identified, the Supervisor will need to meet formally with the Employee to address the attendance issue. Many attendance issues are resolved during the initial-interview phase and, in such cases, the Supervisor continues to encourage the Employee and provides on-going monitoring and feedback. In other cases, the Employee shows no improvement and absences continue to be excessive. A series of subsequent meetings may be required in these situations in order to facilitate a solution to the attendance problem. What follows is an outline of procedures for Supervisors dealing with non- culpable attendance issues.

It is important to note that:

1. These guidelines should be administered with flexibility and discretion in order to allow the Supervisor to deal effectively with numerous types of attendance issues that may arise. For instance, in some situations it may be advisable to repeat one or more of the stages.
2. Supervisors should be cautious when dealing with disability absences. The Supervisor will need to consider whether accommodation is the appropriate response. Supervisors should contact the CAO for assistance when dealing with such absences.

Below you will find each of the counseling stages explained and the process by which an Employee progresses through the stages.

The Initial Interview

Once the Supervisor identifies a situation of excessive absence, the Supervisor needs to arrange to meet with the Employee in order to ensure the Employee is aware of the concern and discuss ways to improve the situation. The interview should focus on discussing the attendance concern only, not other issues. The Supervisor explains that the interview has been scheduled because a review of the Employee's attendance profile has raised some concerns.

As well, the Supervisor points out that when an Employee is away there is an impact on the section/department. This impact, depending on the particular circumstances, **may** include:

- Increased work load for others (which affects staff morale);
- Decreased quality of service;
- Unmet deadlines;
- Overtime.

It is important during this first meeting for the Supervisor to review this policy on attendance management with the Employee. When the Supervisor takes a professional and positive approach to the interview and communicates with tact and sincerity, the Employee is encouraged to view the meeting as a sincere attempt to resolve the attendance issue. It is important that the Employee be engaged in determining the solution. In situations where it seems appropriate, the Supervisor can offer assistance by describing services that may help.

Personal problems can affect the physical and emotional well-being of an Employee. The Supervisor should be vigilant as to indications that Employees are experiencing personal problems, particularly when these appear to be affecting their attendance or performance.

The interview concludes with a mutual plan. This will include:

- Outlining the problem and the plan for correcting it;
- Describing future goals; expectations and timeframe for improvement (usually three months);
- Monitoring Employee attendance during the defined timeframe.

The initial interview is considered an informal meeting to raise awareness about the attendance problem. As a result, no formal letter is issued unless the Employee progresses to Counseling Stage 1 after the initial monitoring period. It is important for the Supervisor to ensure that the Employee feels future discussions are welcomed and that the door is open if difficulties arise. The Employee's absenteeism record is monitored over the next 3 months following the initial interview. The Employee's progress will dictate the next course of action.

If the Employee's attendance improves:

- a) Inform the Employee that their attendance will continue to be monitored periodically and that the initial improvement is encouraging.
- b) If the Employee maintains one year of satisfactory attendance, the Supervisor will acknowledge the Employee in writing and revert to standard attendance monitoring used for all Employees.
- c) If the Employee's absenteeism record deteriorates before they have attained one year of satisfactory attendance, the Supervisor can repeat this stage of the process, or proceed to the next stage, depending upon the circumstances.

If there is no consistent attendance improvement:

- a) Proceed to Counseling Stage 1.

Counseling Stage 1

At this stage the Supervisor will:

- Meet with the Employee to review the attendance record following the monitoring period;
- Re-emphasize the attendance expectations;
- Assist the Employee in identifying other resources which may be of benefit;
- Communicate to the Employee that their attendance will continue to be monitored; and
- Confirm the attendance issues and expectations for improvement in writing.

The Employee's absenteeism record is monitored over the three (3) months following the Stage 1 meeting. The Employee's progress will dictate the next course of action.

If the Employee's attendance improves:

- a) Acknowledge the improvement with a letter to the Employee.
- b) Continue to monitor the attendance record every three months.
- c) If the Employee maintains one year of satisfactory attendance, acknowledge the Employee and remove the Employee from the program.
- d) If the Employee's absenteeism record deteriorates before they have attained one year of satisfactory attendance, the Supervisor can repeat this stage of the process, or proceed to the next stage, depending upon the circumstances.

If there is no consistent attendance improvement:

- a) Proceed to Counseling Stage 2.

Counseling Stage 2

In certain cases, there may be no sustained improvement after two interventions by the Supervisor. In these instances, the Supervisor will:

- Meet with the Employee to review the attendance record, re-emphasize the attendance expectations, and recommend other resources;
- Suggest that the Employee seek a medical assessment and encourage discussion about other ways to improve attendance;
- Advise the Employee that there is a continuing concern regarding attendance, and emphasize that improvement is required during the next three-month review period; and
- Confirm the attendance issues and expectations from improvement in writing.

The Employee's absenteeism record is monitored over the three (3) months following the Stage 2 meeting. The Employee's progress will dictate the next course of action.

If the Employee's attendance improves:

- a) Acknowledge the improvement with a letter to the Employee;
- b) Continue to monitor the attendance record every three months;
- c) If the Employee maintains one year of satisfactory attendance, acknowledge the Employee and remove the Employee from the program;
- d) If the Employee's absenteeism record deteriorates before they have attained one year of satisfactory attendance, the Supervisor can repeat this stage of the process, or proceed to the next stage, depending upon the circumstances.

If there is no consistent attendance improvement:

- a) Proceed to Counseling Stage 3.

Counseling Stage 3

At this stage the Supervisor will:

- Meet with the Employee to reiterate the attendance record and the attendance expectations;
- Recommend the Employee seek out other resources to assist them in addressing the attendance difficulties;
- Advise the Employee that if there is no improvement in the next three (3) month period, the Employer will be required to take further action; and
- Confirm the attendance issues and expectations for improvement in writing.

The Employee's absenteeism record is monitored over the 3 months following the Stage 3 meeting. The Employee's progress will dictate the next course of action.

If the Employee's attendance improves:

- a) Acknowledge the improvement with a letter to the Employee;
- b) Continue to monitor the attendance record every three months;
- c) If the Employee maintains one year of satisfactory attendance, congratulate the Employee and remove the Employee from the program;
- d) If the Employee's absenteeism record deteriorates before they have attained one year of satisfactory attendance, the Supervisor can repeat this stage of the process, or proceed to the next stage, depending upon the circumstances.

If there is no consistent attendance improvement:

- a) Proceed to Counseling Stage 4.

Counseling Stage 4

If there is no improvement in the three (3) month period following the Stage 3 meeting, the process includes two meetings with the Employee.

At the preliminary meeting the Supervisor will:

- Advise the Employee of the seriousness of the attendance concerns;
- Review the Employees past attendance record and the reasons why the Employee has reached this stage;
- Ask the Employee to seek a medical assessment to determine their capability of maintaining regular attendance at work;
- Provide the Employee with a letter to take to their doctor;
- Inform the Employee that they will be required to attend a follow-up meeting to discuss the outcome of the medical assessment once received and reviewed by the CAO; and
- Confirm the attendance issues and expectations for improvement in writing.

If the Employee refuses to provide the required medical information or the information indicates that regular and consistent attendance cannot be expected:

- Supervisors, in consultation with the CAO will meet to review the case and determine the appropriate options and course of action;
- Once a decision has been made by the Employer, a follow-up meeting is held to advise the Employee of the action that will be taken.

If the Employee provides medical information indicating that there is no medical condition which would prevent regular and consistent attendance from work, a follow-up meeting proceeds as follows.

- The Supervisor will give Employee another opportunity and advise the Employee that his/her attendance will be monitored over the next three (3) months.
- Advise the Employee that he/she has reached the final stage of the counseling process and that if the attendance expectations are not met and sustained for a period of 12 months, termination will be considered; and
- Document the attendance concerns and expectations for sustained improvement in a letter.

The Employee's absenteeism record is monitored over three (3) months following the Stage 4 meeting. The Employee's progress will dictate the next course of action:

If the Employee's attendance improves:

- a) Acknowledge the improvement with a letter to the Employee;
- b) Continue to monitor the attendance record every three months;
- c) If the Employee maintains one year of satisfactory attendance, congratulate the Employee and remove the Employee from the program;
- d) If the Employee's absenteeism record deteriorates before they have attained one year of satisfactory attendance the Supervisor and the CAO will meet to determine whether to repeat this stage of the process, or proceed to Stage 5.

If there is no consistent attendance improvement:

- a) Proceed to Counseling Stage 5.

Counseling Stage 5

If the counseling provided at Stage 4 does not yield the necessary attendance results, then the Supervisor will meet with the CAO to discuss the termination process and assess whether any conditions exist which would suggest re-considering termination.

Discharge shall be considered only when all the steps outlined previously have been met and when every possible action has been taken to accommodate the Employee.

The following would be some of the considerations in ruling on a non-culpable absenteeism dismissal case:

- Has the Employee done everything possible to regain their health and return to work?
- Has the Employer provided assistance in every way possible (i.e. counseling, support, time off)?
- Has the Employer given the Employees sufficient notice that the attendance problem is jeopardizing his/her employment?
- Has the Employer determined if a disability requiring accommodation exists?
- Has enough time elapsed to allow for every possible chance of recovery?

- Has the Employer treated the Employee in a fair and equitable manner?

These procedures including the counseling stages outlined in the previous paragraphs are designed to help Employees resolve their attendance problems. However, when it is demonstrated that the Employee is not likely to be able to maintain regular attendance in the future, the Employee may need to be released through non-disciplinary discharge. This decision needs to be substantiated by the following test:

- The absences have been shown to be clearly excessive;
- It has been proven that the Employee will be unable to attend work on a regular basis in the future; and
- All reasonable accommodations have been considered and provided when possible.

Conclusion

It is important to note that most attendance issues are resolved early in the process. While the steps described in the latter part of these procedures are occasionally necessary, in the majority of cases, the situation is resolved before it is necessary to terminate employment. Through implementation of positive actions suggested earlier, such as counseling the Employee and ensuring that the Employee is aware of the resources available to assist with their individual situation, management will encourage and support the Employee in achieving and maintaining good attendance.

Clothing Allowance - PPE

The Town shall provide personal protective equipment ensuring health, safety and general well-being of each individual, with the following exceptions:

Permanent employees are entitled to a safety allowance of \$150.00 per year that can be used towards purchasing steel toed CSA approved work boots or prescription safety eyewear that:

- a) Bears a "Z87", "Z87+", or Z* & .1" marking on the frame, or
- b) Is supported by a statement, certificate, etc. from the product manufacturer or dispenser indicating that the eyewear meets the requirements of at least one of the listed CSA standards.

All boot and eyewear allowance receipts must be claimed by December 30th of that year.

Computer and Network Security

Possession or control of network sniffing devices, password cracking programs or any other type of hardware or software that could be used in an inappropriate manner is strictly forbidden unless required for performance of job duties.

Computers and computer networks have become essential in our workplace. For this reason, our computers, systems and associated software must be protected from various threats to their security, such as accidental or deliberate destruction of data and equipment, interruption of service, disclosure of confidential information, theft and corruption. You are to follow these computer security policies:

- Only authorized users can access our computer systems;
- You are responsible and accountable for your access to, and use of, computer systems, and all access codes and passwords must be kept confidential;
- Be sure to follow company rules regarding the purchase and use of computer software;

- Report any breach of computer security, policies and standards; and
- File sharing or point to point programs are prohibited on office computers.

Software acquired by The Town of Bon Accord must be used only according to the terms of the license under which it was acquired. In most cases, it cannot be copied. The Town of Bon Accord will not condone any piracy of software. All software used in the Town must be purchased or obtained in a legal and accountable manner.

The Town of Bon Accord has specific policy regarding the use of Social Media. For further information regarding appropriate internet usage please reference our Social Media Policy.

All internet use should be in accordance with any existing policy.

Confidential Information

The Town maintains an open/accessible records system and most records created within the Town are available to all Town departments/employees. However, the Town does create some records that require limited access to authorized Town staff only due to their sensitive and/or confidential content. To accommodate this, the Town has identified and established in the records management software security caveats that are to be applied to a number of series of confidential and/or sensitive records (internal restricted records).

Minimum-security requirements for areas with identified confidential/sensitive records include:

- a) Clearly identifying records that have been classified as confidential/sensitive and requiring secure handling by applying the appropriate security caveats at the time of record creation;
- b) Paying close attention to destruction of confidential/sensitive records and being accountable for duplicates when photocopying or reproducing;
- c) Distributing confidential/sensitive records by secure means (sealed envelopes marked confidential or personal delivery) only to those who "need to know";
- d) Securely storing records in locked cabinets, drawers and rooms (no desk top); and
- e) Destroying records in a secure manner when they are no longer required and/or have met their identified retention requirements.

In addition, Departments' creating or maintaining confidential and sensitive records may have established departmental procedures specific for their records series. Check in with your Supervisor and ensure you are aware of any records security procedures that are in place for the record types that you are responsible for.

Consider the following factors:

- We need to track the whereabouts of confidential/sensitive records at a given time;
- We have an obligation to prevent unauthorized disclosure; and
- Take necessary precautions to prevent loss and damage to records.

Employment Agreement

All employees are required to sign the Employee Agreement upon date of hire. The agreement will be valid throughout the employee's course of employment.

Conflict of Interest

The Town requires that no conflict exist between the personal interest of employees and those of the Town. Employees are required to contact the CAO to clarify whether or not a particular situation constitutes a conflict of interest.

Conflicts of interest usually arise when an employee sees the potential for outside personal gain by virtue of being an employee of the Town. Personal gains might take the form of bribes, products or services, special fringe benefits or other windfalls. Refer to the "Acceptance of Gifts" in the Ethics and Conduct section of this handbook.

The Town restricts employees from entering into business relationships that have an appearance of a conflict of interest without explicit authorization. For example, if an employee is in the position of negotiating a contract with a firm owned or controlled by a spouse or close relative, there is an obvious appearance of conflict. However, the Town will not want to exclude itself from a favorable deal when no actual conflict exists, and will therefore review each instance in detail and make a decision accordingly.

The Town requires employees to report in writing to the CAO all potential conflict of interest to prevent a presumption of guilt from being created.

Examples include but are not limited to:

- Taking part in a decision in the course of carrying out his or her duties with the knowledge that the decision might further a private interest of the employee or an individual with whom the employee has a close personal relationship;
- Use his or her public role to influence or seek to influence a Town's decision which could further a private interest of the employee or an individual with whom the employee has a close personal relationship; and
- Use or communication of information not available to the general public that was gained by the employee in the course of carrying out their duties, to further or seek to further a private interest the employee or an individual with whom the employee has a close personal relationship.

Town Records & Employee Termination

When the employment of an employee is terminated regardless of the reason for such termination, all The Town of Bon Accord records will be returned by the terminated employee to The Town of Bon Accord, unless prior written authorization is obtained. Any such authorization is at the sole discretion of The Town of Bon Accord.

In this process, the terms specified have the following meanings:

- "employee," includes a person who performs work or a service for The Town of Bon Accord as an appointee, employee, worker, volunteer, student or anyone under a contract of employment or anyone in an agency relationship;
- "record," means a record of information in any form and includes notes, images, audiovisual recordings, x-rays, books, documents, maps, drawings, photographs, letters, vouchers and papers and any other information that is written, photographed, recorded or stored in any manner, but does not include software or any mechanism that produces records;
- "termination of employment", includes the ending of the employment relationship with The Town of Bon Accord due to a resignation, termination with just cause, termination without just cause,

- layoff or frustration of the employment contract.
- “terminated employee,” includes an employee where termination of employment or relationship with The Town of Bon Accord is in the process of, or has occurred.

The Town of Bon Accord records which the terminated employee has in his or her possession or power of possession includes any records at the premises of The Town Of Bon Accord, at the home of the terminated employee, at any geographic location or premises other than The Town of Bon Accord premises and anything which is kept in a computer, electronic or other device anywhere.

The Town of Bon Accord records shall not be kept by the employee once his or her employment has been terminated. The CAO will review the content of any records the employee wishes to remove from The Town of Bon Accord premises and determine whether the terminated employee will be permitted to remove them from The Town of Bon Accord premises. Any authorization from the CAO for an employee to keep The Town of Bon Accord records shall be in writing.

The Town of Bon Accord records are to be left by the terminated employee in an undamaged and usable form, normal wear and tear accepted. The Town of Bon Accord records left by the terminated employee are to be in identifiable form and are to be left in a location where they can be found, accessed and used by authorized persons.

The Town of Bon Accord is not accountable for employees’ personal records located on Town property. Therefore, the Town is not responsible for maintaining security or confidentiality of those records.

If Town records are not returned, a letter from the Town will be sent to the terminated employee reminding him or her of the requirement to return Town records as per Town policy and also specifying a deadline (i.e. one week).

When the terminated employee does not return the Town records, a strongly worded letter from legal council will be sent to the terminated employee.

Finally, if still no receipt of Town records, an application to Court for the recovery of Town records from the terminated employee for those records which are not trivial and which are not in the public domain (i.e. substantive or confidential records).

Commercial Vehicle Inspection Program (CVIP)

Because The Town of Bon Accord owns and operates a number of vehicles that are regulated under various truck and bus transport regulations, it is our responsibility to ensure compliance to the carrier requirements and regulations. The regulations include the maintenance and retention of vehicle and driver records.

In order to collect the drivers records information the driver must sign a Drivers Abstract Consent Form prior to beginning employment.

The Town will collect and maintain the required information. The Public Works Department will be responsible for the records required for employees.

Distracted Driver

Restricted Activities

The following activities are restricted while driving a Town vehicle:

- The use of or holding of communication/entertainment devices such as cell phones, laptops, entering info in GPS. (Note: This will apply while driving and as well when stopped at a red light or for a train, to use the device you must be legally parked).
- Reading, writing and grooming (flossing teeth, makeup, styling hair, clipping nails, shaving, etc.)
- Eating; or
- Smoking.

Allowable Activities

The following activities will be allowed while driving a Town vehicle:

- Drinking of non-alcoholic beverages;
- Phone calls can be made if the driver's vehicle is off the roadway and legally parked before engaging in any of the restricted activities. (Note: If you are on a provincial highway, section 43 of the Use of Highway and Rules of the Road Regulation applies and vehicles are not permitted to park on the shoulder of a highway except in an emergency).
- Phone calls can be made while driving if using a hands free system as long as it is in voice activated mode. Also you will be able to use an ear phone if it is used in a hand's free or voice activated manner.

Exemptions

Using Hands Free devices won't be a violation. In addition, radio communications such as two-way radios will be allowed. Drivers will be able to use hand-held devices to contact emergency services and this policy would not interfere with the official duties of emergency service personnel including enforcement, and fire services.

Discipline

Enforcement of this policy will be the responsibility of Supervisors, as this keeps the accountability within the specific departments. An employee found to be in violation of this policy will be disciplined as outlined in the "Progressive Discipline" procedure in the Employee Handbook.

***This policy protects both people and property and is in compliance with Alberta's Bill 16 on Distracted Drivers. Please refer to the province for any additional information, although the Town of Bon Accord may have a more comprehensive standard all provincial legislation will be followed as a minimum. ***

Dress Code & Personal Appearance

A business is judged not only by the quality of its products and services, but also by its people. Dress, grooming and personal cleanliness standards contribute to the morale of all employees and affect the business image the Town presents to customers and visitors.

During business hours when representing the Town, employees are expected to present a clean, neat and tasteful appearance. Employees should dress and groom themselves according to the requirements of their position and accepted social standards. This is particularly true if their job involves dealing with customers or visitors in person. When attending a **Council meeting** staff members need to dress in a "business-like" fashion.

The supervisor is responsible for establishing a reasonable dress code appropriate to the job the employee performs. If the supervisor or supervisor feels the employee's personal appearance is inappropriate, the employee may be asked to leave the workplace until they are properly dressed or groomed. Under such circumstances, the employee will not be compensated for the time away from work. Consult the supervisor or supervisor if you have any questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be made to a person with a disability.

Consider the following:

- Shoes must provide safe, secure footing, and offer protection against hazards;
- Canvas or athletic type shoes are not appropriate professional attire;
- Tank tops, tube or halter tops, or shorts may not be worn under any circumstances;
- Mustaches and beards must be clean, well-trimmed and neat;
- Hairstyles are expected to be in good taste;
- Excessive makeup is not permitted;
- Offensive body odor and poor personal hygiene is not professionally acceptable;
- Employees are expected to moderately wear and display fragrances. Perfume, cologne, and aftershave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances.

Fridays

On Fridays, employees at the Town Office are allowed to wear denim jeans (that are not excessively worn or faded) and are to follow the requirements listed above.

Employee Relations

The Town of Bon Accord wishes to treat its employees with dignity and respect. The voice of our employees is always welcome and the Town seeks ways to engage people through different forms. A feedback system for employees identifies and measures elements of workers' engagement. Employee motivation is vital to organizational success. A highly motivated workforce delivers superior service and this in turn leads to greater customer satisfaction and improved performance.

We want to gather information from employees about shared areas of interest and concern about their workplace. This provides valuable information to management and the CAO.

The Town of Bon Accord will be able to:

- Identify and prioritize issues for action;
- Monitor the effectiveness of change initiatives; and
- Establish performance objectives.

Employees are also encouraged to bring concerns or ideas forward at any time. Management believes in an open door policy and is willing to listen to a complaint or concern without the fear of retribution.

Employment and Pay Equity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions will be based on merit, qualifications, and abilities. The Town does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, or any other characteristic protected by law.

This governs all aspects of employment, including selection of job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the CAO. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Ethics and Conduct

The successful operation and reputation of our organization is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of the Town is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to the organization and its customers to act in a way that will merit the continued trust and confidence of the public. The Town will comply with all applicable laws and regulations and expects its employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high principles, will guide you with respect to lines of acceptable conduct. In all situations it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with the CAO for advice and consultation.

Compliance with the business ethics and conduct is the responsibility of every employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

Customer Relations

Current and potential residents or businesses in the Town are the customers who we serve each and every day. They are among our most valuable assets. Every employee represents our organization to our customers and the public. The way we do our jobs presents an image of our entire organization. Customers judge all of us by how they are treated with each employee contact. Therefore, one of our first business priorities is to assist any customer or potential customer. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to customers.

Our personal contact with the public, our manners on the telephone, and the communications we send to customers are a reflection not only of ourselves, but also of the professionalism of the organization. Positive customer relations not only enhance the public's perception or image of the Town, but also pay off in greater customer loyalty and increased growth.

People of Character

The success of The Town of Bon Accord depends on earning a reputation for operating with high ethical and professional standards.

In most cases, good judgment and common sense is all that is required. However, you may not always have time to "think things through". Or you may find yourself in a totally new situation, in which the old standards do not seem to apply.

It is important that you understand your responsibility to conduct yourself in accordance with the Town's ethical standards, in all situations. The essential rules and guidelines for code of conduct are outlined to help build a tradition of honest and ethical business conduct. This information applies to all employees of The Town of Bon Accord.

An excellent reputation is a fragile commodity; it takes years to build, but just moments to destroy. If you have any doubts or questions about appropriate business conduct or these guidelines, please ask your Supervisor or the CAO.

Personal Integrity on the Job

Putting in an honest day's work is a matter of personal integrity. Among other things, it means performing our jobs fully and to the best of our ability. It means coming in on time, restricting personal telephone calls, and not abusing sick leave privileges. It also means reporting for work in a condition and manner fit to perform the job.

Personal integrity at the workplace includes respecting other people's personal property, workspace and time, as well as protecting and respecting your own.

Making the Right Decisions

Good business conduct goes beyond compliance with the law. It involves thinking through the possible impact of our decisions on all interested parties, even when rules or laws do not require this.

Although these guidelines summarize the fundamental principles of ethical and legal conduct, it cannot anticipate every situation you may encounter as you perform your job. In this case, you must rely on your sense of what is right to guide you in making the right decision. If you have any question or uncertainty about how to proceed, seek the counsel of your Supervisor.

Personal responsibility also means that you have a duty to report illegal acts or violations of The Town of Bon Accord rules and guidelines to Management. Turning a blind eye to wrongdoing is not right. Any report or inquiry about alleged unethical behavior will be handled in the strictest confidence.

You are responsible for your actions. Never commit any act that may damage your own or The Town of Bon Accord's reputation.

Relations in the Workplace

A work environment that encourages trust and respect also makes good business sense – it enables us to build and cultivate more meaningful relationships with fellow employees and customers.

The Town of Bon Accord employees must respect the rights of all individuals. The Town of Bon Accord does not tolerate acts of discrimination, sexual harassment or workplace violence. For more information, please read in this handbook about Sexual & Other Unlawful Harassment and Workplace Violence. At all times and under all circumstances, we must maintain respect for, and the dignity of, every person.

Acceptance of Gifts

Personal integrity and sound business practices require that relationships with vendors, contractors, or others doing business with the Town, be such that no employee can be accused of showing favoritism or bias. Consequently, all employees are prohibited from accepting gifts or favors from vendors that would tend to influence them in the discharge of their duties.

The important thing to remember is that if a gift or action is intended to influence your actions or decisions it is not a proper to accept. If you are in doubt on whether to accept something check with your supervisor.

Expense Claims

Itemizing all approved expenditures, as well as the round trip kilometers of each trip, must be filled out on a monthly expense claim. The claim is to be approved by the department head.

The claim will then be forwarded to the Finance Department for payment.

Freedom of Information and Protection of Privacy (FOIP) Act

The Town of Bon Accord's Responsibilities

The Freedom of Information and Protection of Privacy Act states that personal information must be protected at all times by a municipality and its employees.

It is also clearly stated that employees should only have access to and can only collect, use, or disclose personal information if they have the authority to do so.

A person who contravenes is guilty of an offence and liable to a fine of not more than \$10,000. (Section 92 FOIP Act).

Training

The Town of Bon Accord must comply with the Freedom of Information and Protection of Privacy (FOIP) Act. Therefore, employees need to have a good understanding of what their responsibilities are to the public and to the Town.

New employees are required to take FOIP orientation training provided within one week of their start date.

If orientation is not immediately available, new employees are required to meet with the FOIP Coordinator for a brief orientation, reading the Government of Alberta's "The right to information and the right to privacy" brochure, which will provide them with a general overview of the Act. New employees will also be registered for the next available FOIP training session.

Resources

Throughout the year the Town of Bon Accord FOIP Coordinator will send out emails and updates to employees providing tips and answers to Town related questions.

A wide variety of resources are available at the FOIP Website, i.e.: guidelines and practices, publications, contact information, copies of Commissioner Orders and Investigation Reports. Click the link for more information: <http://www.foip.alberta.ca>

Employees are required to view the Frequently Asked Questions section on the FOIP Website at the following link: <http://www.foip.alberta.ca/faq/municipalities.cfm> This section is very helpful when handling requests from the public.

Handling Routine Disclosures

If the public would like access to a record, please have them fill out a [Request to Access Information form](#). Questions and/or FOIP concerns can be directed to the Town of Bon Accord FOIP Coordinator or by contacting the Alberta Government Services, Access & Privacy Branch, FOIP Help Desk at 780-427-5848.

Your Personal Information

The Town of Bon Accord collects and maintains your personal information relating to your employment, including medical and benefit information. Access to such information is restricted to authorized Town of Bon Accord staff.

Your personal information may be released to outside parties only with your approval, or otherwise to verify employment and in compliance with Section 40 of the FOIP Act. If you have questions, please contact the FOIP Coordinator.

Health and Safety

The Town of Bon Accord is committed to a health and safety program that protects staff, our property, other workers and the general public who enter onto our property. Our goal is a healthy, injury free workplace for all employees. By working together in all parts of this program, we can achieve this goal.

All employees are responsible and accountable for the Town's health and safety performance. Active participation is necessary for the safety excellence this municipality expects.

Management will set an example and will be committed to providing ongoing leadership in the health and safety program. Management will set a health and safety work procedure, and provide proper equipment and training. Employees are responsible for following all procedures, working with an awareness of health and safety, and cooperating in working towards improved health and safety conditions at work.

Management is to ensure that employees at every level will adhere to the requirements of the Alberta Occupational Health and Safety legislation, which is a minimum standard, as it relates to their work processes.

Our Procedure

The Town of Bon Accord has a detailed Health & Safety Manual to assist the Town in implementing and maintaining an effective health and safety program. The Health & Safety Program is an integral part of the management and operations function of The Town of Bon Accord.

The Town of Bon Accord has a work site health and safety committee, which is a communications link between workers and management. Committee members' work together to identify and help solve health & safety concerns. The main purpose of the committee is to ensure that all health and safety concerns are brought into the open and kept there, under the spotlight, until they have been resolved.

The Town of Bon Accord is to ensure workers know how to do their jobs safely and without risk to their health. All new employees must become familiar with policies and procedures and learn how to perform their jobs safely and efficiently. Experienced workers may also require training as equipment and processes change. All workers may require refresher training at regular intervals. Orientation and training will help reduce incidents, illness and injuries, and increase productivity.

The Town of Bon Accord recognizes the first week in May of each year as Health & Safety Week. This week assists in focusing on the importance of preventing injury and illness in the workplace and is an excellent opportunity to reinforce and strengthen commitment to occupational safety and health in the workplace.

The Town of Bon Accord will hold its employees responsible for complying with the accepted standards, rules and regulations prescribed in the Town of Bon Accord Health & Safety Manual.

Willful failure to comply with these standards, rules and regulations will be cause for disciplinary action.

Internet Usage Procedure

The Town recognizes that the Internet is a strategic tool that provides opportunities for employees to improve service delivery, interact with citizens, increase operational effectiveness, and reduce costs. Employees are encouraged to access the Internet to increase their knowledge and skill in its use.

The Town also recognizes that electronic mail (e-mail) has significantly improved communication and information access.

All users must not intentionally access sites or engage in practices on the Internet that may have the potential to bring the Town into disrepute, such as accessing sites which may carry offensive materials. Restricted sites that employees have accessed are logged and reviewed by IT and passed onto management if necessary.

The use of the Internet or e-mail for unlawful purposes including, but not limited to copyright infringement, obscenity, libel, slander, fraud, defamation, plagiarism, harassment, forgery, impersonation, and computer tampering (e.g. spreading viruses) is strictly prohibited.

Chat channels or other Internet forums may only be used to facilitate Town related business. The use of Town Internet services for the expression of personal opinions or access to Chat channels for personal use is strictly prohibited.

Protected information must not be exposed to Internet access or transmitted by e-mail unless approved security precautions are taken.

Administration may monitor at any time, with or without notification, any Internet activity occurring on Town equipment or accounts.

Alleged inappropriate use of the Internet or e-mail will be reviewed and may lead to disciplinary action up to and including dismissal or cancellation of contract.

For further information on appropriate internet usage, please reference the Town of Bon Accords policies on Social Media. This can be found in the "S drive" under "Policies".

Job Descriptions

Job descriptions will be developed and maintained for all positions in the Town and will be reviewed periodically, upon vacancy or when required.

Job descriptions will be written by department supervisors and will be in the format prescribed by the CAO. Supervisors will be responsible for ensuring that the job description accurately reflects the duties and responsibilities of the position.

All job descriptions must be forwarded to the CAO for final approval. Incumbents are to sign acknowledgement that they have read their job descriptions, and shall be provided with a copy of the job description.

Job Evaluation Process (Needs to be reviewed by Council)

The following personnel classification and pay administration guide is to be used by senior administration when evaluating personnel. All staff evaluations are to be conducted annually.

1. Staff Establishment
 - a) The CAO/Town Manager shall be responsible for determining the organization structure, number of positions and organizational relationships required to carry out the work within the municipalities operations.
 - b) The CAO/Town Manager shall recommend approval of all full-time and part-time permanent positions to Town Council (typically through the budgeting process).
 - c) Once approved by Town Council, the positions shall constitute the official establishment of the applicable organization.
 - d) All additions to, deletions from or other changes in position establishment shall be approved by the Town Council.

2. Classification
 - a) Town Council is responsible for approving any alterations, additions to or deletions from the classifications (including that of Cost of Living Adjustments – i.e. COLA) based on advice received from the CAO/Town Manager.
 - b) Where any significant change is made in the organization of positions or the assignment of duties to positions the CAO/Town Manager shall ensure that a new job description is prepared for each position affected.
 - c) The CAO/Town Manager may initiate a classification review of any position in the organization.
 - d) Any classification review that results in an increase in classification (i.e. allocation of the position to a different class with a higher maximum salary) shall be approved by Town Council.

3. Pay Administration
 - a) An employee is entitled to be paid for services rendered in accordance with the rate of pay specified in the classification to which the employee has been appointed.
 - b) All other aspects of pay administration are to be conducted according to the Towns Administrative Policy

4. Salary
 - a) On initial appointment to the Town an employee shall be paid not less than the minimum and not more than the maximum rate of pay for the class of position to which the employee has been appointed.
 - b) Where an employee is appointed to a position having a higher maximum salary than his or her present position or occupies a position which is re-classified to a class having a higher maximum salary the employee shall receive the minimum rate for the new position.
 - c) Where an employee occupies a position which is reclassified resulting in its having a maximum salary less than that previously applicable to the position, the salary payable to the employee shall remain unchanged.
 - d) When an employee's salary exceeds the maximum for the applicable class, the employee shall not be entitled to receive further salary increases for the class until such time as the maximum salary assigned to the class exceeds the employee's present salary.

5. Employee Performance Review
 - a) An employee shall have his/her job performance evaluated in writing annually per the Performance Appraisal Policy.

- b) The salary of an employee may be increased annually within the applicable pay range for the position; one “Step” within the pay grid (i.e. three percent) for satisfactory performance as defined by the performance appraisal.
- c) The salary of an employee whose performance is evaluated at less than satisfactory will not receive an annual increase in that given year.
- d) Where a salary increase has been withheld per 5.c, the salary adjustment may be granted up to six months after the date upon which the increase was withheld.

Appeal Procedure

1. An appeal request must be made within 30 calendar days of the employee receiving formal notification of a job evaluation decision regarding their position.
2. An employee wishing to appeal the rating of his/her position, made pursuant to this Job Evaluation process, may do so by requesting, in writing, a review of the rating decision. This request should be in writing to the employee’s Supervisor and should state:
 - a) action requested on a factor by factor basis;
 - b) reasons supporting the request for a review.
3. The Supervisor must consult with CAO and shall review the request and comment, in writing, as to whether or not the request is supported, together with the reasons for their recommendations.
4. The Supervisor shall convey the request and comments to the CAO.
5. The CAO shall investigate the matter, collect any necessary additional information, review the Department Supervisor’s comments and recommendations and consult with other Town staff as necessary. If deemed appropriate, the CAO may interview the Appellant prior to reaching a decision. The CAO shall reach a decision and shall then convey all documentation with the Supervisor who will formally notify the Appellant. The CAO will adjust records as necessary. The decision of the CAO will be final and binding.
6. No further review will be carried out on a position where the rating has been appealed until such time as the Supervisor considers that a significant change has occurred in the duties, responsibilities, or reporting relationship of that position.

Salary Adjustments Resulting from Job Evaluation

Unless there are extenuating circumstances, the effective date of any salary adjustments necessary as a result of a job evaluation will be the date of the evaluation. Where an employee’s salary is below the minimum of the new range, their salary will be adjusted to the new minimum or to the step that is of equal value, whichever is greater. Where an employee’s salary is above the new range maximum, any salary increases will be frozen until the employee’s salary is within the range.

Job Sharing

The Town recognizes that a full-time commitment cannot always be continued by full-time employees and will consider alternate work arrangements in the form of job sharing in such circumstances.

The decision to job share is at the discretion of the department and depends on department feasibility. The efficiency of the position and the established hours of work for the position must be maintained. There are no changes to the daily hours, weekly hours or days per week worked unless there is an agreement between the Town and the employee. In concurrence with the Supervisor, the job sharers shall agree to the terms of the Job Sharing Agreement.

Procedure

The Request

A permanent employee (not on probation) may apply in writing to their supervisor for approval of a job sharing arrangement.

Appropriateness of Request

Such application shall be considered on an individual basis. The applicant must indicate the reason for the request including the schedule of hours to be worked by each employee.

Approval

Upon receipt of an application for a job sharing arrangement, the supervisor shall contact the CAO, who will arrange to meet with both the supervisor and the employee to assist in explaining the terms and conditions of the Agreement. Once the application is approved by the department manager, it is to be forwarded to the appropriate Supervisors and CAO for approval.

Selection

Any vacancy arising from a Job Share arrangement will be posted consistent with any other vacancy within the Town. From the suitable candidates, the supervisor or designate, selects the employee who is most qualified and capable of undertaking the work of the position proposed for the job sharing.

Terms and Cancellation

The position can be split in a manner agreeable to the job-share partners, and their supervisor.

Job share partners will have their benefits prorated according to the proportion of their work arrangement.

In order to allow the Job Sharing partners a reasonable time-frame in which to examine the suitability of each Job Sharing arrangement, each Job Sharing arrangement will be considered a trial Job Share for the first ten (10) months and will be reviewed annually thereafter.

Salary adjustments will be determined at the time of the Job Sharing Agreement and will depend upon the level of responsibility. This is to be discussed with the CAO or designate at the time of application for the job sharing agreement.

A Job Sharing arrangement may be terminated by either of the employees or by the Town provided thirty (30) calendar day's written notice has been served to the other parties. The fill-in employee, coming from an existing permanent full-time or permanent part-time position, has the ability to return to their former position during the first ten (10) month term of an Agreement. Requests from the fill-in employee to revert to their former position are subject to the following:

- The availability of the former position; and
- The ability of the employee to perform the duties of the former position.

If the fill-in employee was not a permanent employee, the employee is considered casual and their employment is terminated when the Agreement is cancelled.

Upon cancellation of a Job Sharing Agreement, the permanent full-time employee who requested the job sharing arrangement must resume the fill-in hours for the position or make alternative arrangements to commence a new job Sharing Application.

Learning Opportunities at Work

The Town of Bon Accord also provides a number of learning opportunities for all employees at work and may be specific to your maintained employment.

Learning Opportunities at work include but are not limited to:

- Professional Development;
- Personal Development;
- First Aid training;
- Fire Extinguisher Training;
- Health and Wellness Lunch & Learns;
- WHMIS & TDG Training; and
- Orientation Sessions.

If the Employee terminates his/her employment within three years of completing the training or education, the Employee will be responsible for reimbursement to the Municipality for all expenses relating to the training or education. The amount to be refunded will be calculated over three years on a pro-rated basis. The Employee authorizes the Municipality to deduct these expenses from any amount payable to the Employee by the Municipality.

Leaves of Absences

Paid-for all Employees

- *Election Leave* --On the day of an election employees are entitled to have three (3) consecutive hours during the time that the polls are open, to exercise their right to vote in a municipal, provincial or federal election.
- *Paid-for Permanent Only Family Responsibility Leave* – Up to five (5) days of paid leave per calendar year may be granted to an employee, who has completed the probationary period, to make arrangements for the health, care, or education of an immediate family member*. Family responsibility leave is limited to a maximum of two (2) days per occasion. This maximum may be increased in special circumstances at the discretion of the supervisor. Bereavement – Employees are entitled to paid leave in the event of a death of an immediate family member*. Up to five (5) days leave may be taken. Where travel time is required, the bereavement leave will commence after the travel time has been completed.

One-half (1/2) day of paid leave may be granted to attend a funeral, to act as a pallbearer, or to attend a memorial service.

- *Medical appointments* – (includes surgery) Permanent employees are encouraged to make medical appointments in the evenings and weekends, however, if appointments must be during the working hours, they can be taken as required. The supervisor may require the employee to provide satisfactory proof of attendance at a medical, dental, physiotherapy, optical, or such other appointment when time off from work is granted to attend such appointments. Where an employee is required to provide a medical certificate or proof of attendance at an appointment,

they shall be advised prior to their return to work.

- *Floater Days* – Allows an employee to take any day off, for any reason, upon approval from their supervisor. Employees are entitled to two (2) paid days off; an employee might earn one in each six-month period of time. Floater days will not be accrued or carried over from year to year.
- *Birth or Adoption of a Child* – If an employee does not take Parental Leave, they may be granted a maximum of one (1) day of paid leave to attend needs directly related to the birth or adoption of a child.
- *Jury or Court Witness Duty* – An employee absent from work as a result of a subpoena or summons to appear as a witness will be granted time off with pay for the duration required. An employee receiving a court notice to appear for Jury Duty will provide a copy of the subpoena or summons to their Supervisor and be granted time off with pay for the necessary duration.

*Compensation for any leave will be paid out at the regular rate of hours worked.

Unpaid leaves for Permanent employees

Personal Leave

The Town of Bon Accord may grant a leave of absence without pay or benefits for personal reasons. Educational or self-development, extended vacation, or any other sabbaticals would be examples of personal leaves. Requests for leaves must be submitted in writing to the Supervisor and approved no less than four (4) weeks prior to the anticipated commencement.

All leave of absences without pay are to be requested in writing and forwarded to the employee's immediate supervisor, indicating the time requested, including the date of departure and return and the reasons supporting the request.

The employee's Supervisor and the CAO must approve any request for leave of absence without pay. Council must approve any leave of absence without pay, requested by the CAO.

Requests for leave of absence will be considered on an individual basis and in the light of circumstances prevailing at the time.

Factors taken into consideration will include previous leaves of absence, availability of suitable replacement staff, time of year and length of service, etc.

Leaves of absence will not be granted in circumstances where the employee can utilize vacation entitlement.

Benefits

Payroll requires three (3) weeks' notice of the leave of absence without pay to ensure proper recording occurs and benefit coverage is continued for the period of the leave.

Employee's benefit coverage provided by AMSC Insurance (Life, AD&D, Dependent Life, Long and Short Term Disability) must be all inclusively continued provided the employee pays both the employer and employee share of the cost of the benefits. Payment can be made with post-dated cheques and forwarded to Payroll.

Or all discontinued during any leave, claims will be paid under the AD&D, life and dependent life plans during a leave of absence but short and long term disability will not as an employee is not actively at work during a leave period.

Definition:

*Immediate family member includes the employee's spouse, common-law, child, sibling, guardian, dependent, parent, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or a relative residing with the employee as a member of the family.

Long Service Awards

The Town of Bon Accord appreciates the commitment and loyalty from its employees and recognizes their significant contribution to the organization. To that end, eligible employees (includes those employees who have worked at least six months per year and employees with broken or interrupted service also qualify) who have reached certain milestones will receive a token of appreciation from the Town.

Employees who have reached the following milestone may receive a financial award as indicated below:

Staff

- 5 years - \$50 - \$75
- 10 years - \$100 - \$125
- 15 years - \$150 - \$200
- 20 years - \$200 - \$250
- 25 years - \$250 - \$300
- 30 years - up to - \$375

Council

- 8 years - \$50 - \$75
- 12 years - \$75 - \$100
- 16 years - \$100 - \$150
- 16 years+ - Council Review
- Councilors upon leaving Council will receive a commemorative gift

The financial award is a taxable benefit and will be included on the employee's T4 for the calendar year in which the award was given. Employees can choose from a selection of The Town of Bon Accord merchandise in lieu of a financial award. If an employee opts to receive merchandise, there is no taxable benefit applied.

Employees who are eligible for a long service award will receive a financial award/The Town of Bon Accord merchandise and certificate of recognition at the Annual General Assembly. The Mayor and the CAO will present these items to the award recipient.

Employees who are eligible for a long service award of 20+ years will also be recognized at the Staff Christmas Party. Supervisors are also encouraged to recognize the employee on the actual anniversary date (ie. lunch, bbq etc).

Retiring Employees Entitled to Receive Long Service Awards

Employees who are retiring will be entitled to the financial award of their next award level, or merchandise

of their choice at a similar value. For example, if an employee is retiring with 17 years of service, he/she would have a choice of gift from the 20-year level, or a gift will be purchased, not exceeding the 20-year level value. The gift will be presented by the Mayor, at a Council meeting closest to the date of retirement.

Maternity Leave, Adoption Leave & Parental Leave

Eligibility of Maternity Leave

Employees, who qualify, are entitled to up to 52 consecutive weeks of unpaid, job-protected employment leave to care for a newborn baby, which is made up of 15 weeks Maternity Leave and 37 weeks Parental Leave.

Maternity leave is for a birth mother and represents the time for delivery, recovery and care of the newborn baby. Parental leave (37 weeks) can be taken by either parent.

An employee who has been employed by the Town for a period of at least 52 (fifty-two) consecutive weeks is entitled to maternity and/or parental leave.

Definition

Maternity leave will be viewed as a combination to two types of absences:

- Health related absence;
- Voluntary absence.

A health related absence is where an employee has provided the Town with a certificate from a qualified medical practitioner certifying that she was not medically fit to perform her duties during the period of absence after childbirth. The balance of her maternity leave may be defined as voluntary absence.

Commencement of Maternity Leave

Understanding that each pregnancy is unique to the individual the Town will make a reasonable attempt to be as flexible as possible. To allow supervisors the opportunity to plan, organize and train replacement employees the following parameters have been established:

- Maternity leave may commence at any time during the twelve (12) week period immediately preceding the estimated date of delivery; and
- At a minimum, an employee will give six (6) weeks written notice (based on the estimated date of delivery) of the day she intends to commence maternity leave by completing the Notice of Maternity/Parental Leave Form. The notice must have a medical certificate certifying pregnancy and giving the estimated date of delivery. If the employee fails to give the necessary notice she is still entitled to maternity leave if she notifies the Town within two (2) weeks of her last day at work and provides a medical certificate.

Conditions

If the pregnancy interferes with the employee's job performance during the twelve weeks before the estimated date of delivery, the employer must notify the employee in writing requiring them to start maternity leave.

An employee, who takes both maternity leave and parental leave, must take the leaves consecutively.

An employee must take at least six (6) weeks of maternity leave after the birth of her child, unless the Town agrees to early resumption of employment and the employee provides a medical certificate indicating that resumption of work will not endanger her health.

If the Town employs both parents of a child, the Town is not required to grant leave to both employees at the same time.

Benefit Plans

The employee may choose to terminate from the benefit program during the Maternity/Parental Leave.

If the employee chooses to maintain the benefit program for the health-related absence of the maternity/parental leave, the employee is responsible for payment of the employee share of benefits. After the termination of the health-related absence the employee is responsible for both the employee and employer portion of benefits.

Vacation

Any vacation accruals may be taken before or after the leave on approval of the supervisor. If vacation is taken before the Leave is scheduled to begin and the child is born during your scheduled vacation, the Leave starts the day the child is actually born. It is the employee's responsibility to contact their supervisor as soon as the child is born. This is important so the Town stops the vacation pay and the employee can begin the two (2) week EI waiting period.

Notice of Return to Work

If an employee wishes to return early from Maternity/Parental Leave they shall inform their supervisor by changing the return date on the *Notice of Maternity/Parental Leave Form* and must give four (4) weeks' notice of their intention to return to work.

When an employee fails to provide Return to Work notice, or fails to report to work the day after their leave ends, the Town is under no obligation to reinstate the employee unless the failure is the result of unforeseen or unpreventable circumstances.

The employee is required to provide four (4) weeks written notice if they do not intend to return to work after the leave ends.

Employees returning from Maternity or Parental Leave must be reinstated in the same or a comparable position with earnings and other benefits at least equal to those received when the leave began.

Commencement of Parental or Adoptive Leave

Understanding that each parental leave is unique to the individual the Town will make a reasonable attempt to be as flexible as possible. To allow supervisors the opportunity to plan, organize and train replacement employees the following parameters have been established:

- Employees are requested to inform their Supervisor, in writing, at least six (6) weeks prior to the commencement of parental/adoptive leave.
- An employee who takes Maternity Leave is not required to give notice before starting Parental Leave unless she originally agreed only to take 15 weeks Maternity Leave.

- In the case of an adoption, an employee shall advise their supervisor at the beginning of the adoption proceedings that parental leave will be requested.
- Requests for parental leave must be in writing and include either proof of child's birth (birth certificate) or an adoption placement certificate.

Parents will still be eligible for the Parental Leave if medical reasons, or circumstances related to the adoption, prevent the employee from giving leave notice. When this happens, written notice must be given to the employer as soon as possible.

Conditions

For natural fathers or adoptive parents, this leave is available anytime up to fifty-two (52) weeks from the birth of child or the arrival of the adopted child in the home.

If the Town employs both parents of a child, the Town is not required to grant leave to both employees at the same time.

Nepotism

Employing relatives or individuals involved in a dating relationship in the same department of the Town can cause serious conflicts and problems with favoritism and employee morale. Furthermore, personal conflicts from outside the work environment can be carried over into day- to-day working relationships.

The Town does not restrict the hiring of relatives, except where there is potential for a conflict of interest. Other than such situations relatives of current employees who possess the required qualifications for a position shall be given equal consideration. Any real or potential conflicts of interest must be resolved to ensure such a conflict or potential conflict has been fully addressed.

Definitions

Relative – a parent, spouse, sibling, child, grandparent, grandchild, aunt, uncle, fiancée or relative with whom the employee resides. This also includes common-law, in-law and step relationships. For the purpose of this policy, a couple who are cohabitating and publicly representing themselves as a couple constitutes a common-law relationship.

Guidelines

Relatives of any employee may be hired to work for the Town provided that:

- No employee would have authority to directly supervise, appoint, remove, or discipline the other family member;
- No opportunity exists to audit the work of the other; or
- There are no other circumstances which might lead to potential conflict among the parties or conflict between the interests of one or both parties and the best interests of the Town.
- Department Supervisors and the CAO will not place family members within the same department, unless approved by the CAO.

The Town will not allow the employment of a relative of a Supervisor in the department that he or she manages. Additionally, given their range of employment authority and influence, no relative of the CAO or any Member of Council will be considered for employment with the Town.

If a potential conflict of interest develops between two existing employees through marriage or the

establishment of a common-law relationship, an alternative place of work within the Town will be sought for one of the employees.

Orientation

New employee orientation is an effective means to address the needs of the organization and the new hire. Within an organized framework, the organization not only has a process for delivering expectation but an opportunity to encourage, inspire, and motivate. Our message will reflect the perspective of management, the priorities and the tone in the work place. In turn, the employee will have their most immediate concerns answered, responsibilities outlined, work assignments delegated and resources identified. The information provided will foster a favorable impression of the Town and minimize the development of problems.

Orientation is not a single event on the date of hire. It is an ongoing process of informal discussions that recognizes the developmental stages all employees undergo. Besides new employees, our present staff that are promoted or transferred will require orientation in their new surroundings.

All new employees will be provided with a brief orientation to the Town conducted by the department Supervisor CAO, or designate.

The following activities will happen on the new employees first day of employment. The CAO or designate will ensure that the new employee will:

- Provide a general overview
- Complete the appropriate payroll documents

The department will be responsible for:

- Reviewing the details and the expectations of the relevant job
- Review departmental policies and procedures
- Ensuring a departmental orientation
- Introducing the new employee to all Town departments and staff
- Reviewing and completing the job specific health & safety orientation/training

Overtime

An employee may be required to work hours beyond those regularly scheduled to overcome peak workloads, excess workload due to the absence or unavailability of co-workers, and emergency or contingency situations.

Overtime is all hours worked which exceed the regular hours of work. All overtime must be approved by the supervisor or designate prior to working overtime. Overtime that is not pre-approved is not eligible for banking or being paid.

No overtime will be paid for travelling or attending conferences or training sessions beyond normal working hours. If a conference or seminar has evening sessions or is on the weekend, no overtime will be allotted unless prior approval is obtained.

Compensation

Salaried Positions

These positions are not eligible for overtime unless approved by the CAO. Remuneration is provided through in lieu time or as otherwise approved by the CAO or Council. Management is awarded five (5)

management days off per year in lieu of overtime worked.

Hourly Paid Positions

All hourly paid employees who work in excess of their standard work week will be paid their compensation for OT hours worked or will be entered into a banked OT agreement; as is identified in their employment agreement.

Banking Overtime Guidelines

Overtime worked may be “banked” and an agreement can be entered into between the staff member and the supervisor. “Banked” overtime must be taken within three (3) months of the pay period it was earned. An overtime agreement allows overtime hours to be banked and later taken off with pay, hour for hour, during regular work hours.

These are the rules that apply with respect to the overtime agreement and are outlined as part of the employment contract.

- The agreement is between the Town and a single employee.
- When overtime hours are worked, they are “banked”.
- The “banked” hours are given/taken off at a time when the employee could have worked.
- At least one hour of time off must be given for each hour of overtime worked.
- Regular wages are paid for the hours when they are given/taken off, at the rate of pay applicable when the time off is taken.
- Time off must be given/taken within the agreed upon time period. The supervisor will ensure banked hours reaching the agreed upon period of time are taken off or paid out, unless otherwise agreed upon.
- If time off is not given/taken within the agreed period, it must be paid out at a rate of time-and-a-half.
- Any overtime that will be paid or banked by an employee must be authorized in advance
- by the employee’s department supervisor.
- Banked time must be used before vacation time.
- If the employee has not taken his/her banked time off, it may be at the discretion of the Supervisor whether time off will be assigned or paid out.

Paying Out Overtime on Termination

When employment terminates, whether an employee quits or is dismissed, the employee may have banked time that has not yet been taken. Any banked overtime remaining on termination will be paid out at time-and-a-half. During the period when an employee is on notice of termination of employment (whether the termination has been initiated by the employer or employee), an employer can require an employee to use up outstanding banked time during their notice period.

Paydays

- Shall be paid on a biweekly basis. Cut off is the Sunday before the scheduled pay day;
- Salaried employees must record their irregular hours, leaves etc.

Other Info

- Pay is automatically deposited into each employee's bank account and all employees will receive a cheque stub. When a payday falls on a holiday, an employee will normally be paid one banking day preceding the last work day.

Performance Reviews

1. The Town of Bon Accord believes that providing employees with regular feedback relative to their performance is critical to maintaining positive employee relations and high quality service.
2. Performance Appraisals are intended to be a constructive tool for recognizing areas of exceptional performance as well as identifying areas in need of improvement.
3. Performance shall be measured regarding the duties of the position described in the Employee's job description and/or position overview, compliance with policies, procedures and regulations, the Employee's interrelationship with others inclusive of staff and members of the Public, and overall effectiveness.
4. The CAO will conduct performance appraisals of all direct reports while Supervisors, Directors and or Managers will conduct the performance appraisals of their direct reports on an annual basis on the Employee's anniversary date (or of January of each year).
5. Feedback on performance will be provided both verbally and in writing and the written appraisal will form part of the Employee's personnel file.
6. The Employee will be provided with a copy of the written performance appraisal and will be required to acknowledge receipt of the same.
7. Where areas in need of improvement are identified, the Employee will be made aware of the precise expectations relative to improvement and a strategy will be developed and communicated to the Employee.
8. Nothing in this policy prevents the Town of Bon Accord from conducting performance appraisals of any employee more frequently than annually if it is deemed appropriate.

Tips for Performance Interviews

1. The employee and supervisor should book a time to meet. Both are encouraged to give some preparatory thought to the job performance and development plans.
2. Prepare notes and use the completed review form as a discussion guide so that each important topic will be covered. Be ready to answer questions that may be asked about why you commented as you did.
3. The employee and supervisor need to be ready to suggest specific developmental activities suitable to each employee's needs. When there are specific performance problems, remember to "attack the problem, not the person."
4. Establish a friendly, helpful, and purposeful tone at the outset of the discussion. Recognize that it is not unusual for both of you to be nervous about the discussion, and use suitable techniques to put everyone at ease. Meeting in a neutral location can help.
5. Encourage employees to talk about how they feel they are doing on the job, how they might improve, and what developmental activities they might undertake.
6. When the appraisal differs from each other's, discuss these differences.
7. These discussions should contain both constructive compliments and constructive criticism. Be sure to discuss the strengths as well as weaknesses.
8. Occasionally the review interview will uncover strong emotions. This is one of the values of regular reviews; since they can bring out bothersome feelings, they can be dealt with honestly. The emotional dimension of managing is very important. Ignoring it can lead to poor performance. Deal with emotional issues when they arise because they block a person's ability to concentrate on

- other issues. Consult the CAO for help when especially strong emotions are uncovered.
9. Discuss the future as well as the past. Plan specific changes in performance or specific developmental activities that will allow fuller use of potential. The supervisor should ask what they could do to help the employee.
 10. End the discussion on a positive, future-improvement-oriented note. The supervisor and the employee are a team, working toward the development of everyone involved.

Employment Categories and Types

In order to ensure all Supervisors and employees have a clear understanding of the types of employment, the following terms have been developed to ensure there is consistency with this area.

Permanent

A position that has been designated as ongoing with no foreseeable end date to the duties, tasks and responsibilities outlined in the job description. Can be a full-time or part-time position.

Full-time

An employee who works on a full-time basis (37.5 hours or more), in a position that is anticipated to be ongoing.

Part-time

An employee who works less than full-time hours, in a position that is anticipated to be on-going.

Term (Full-time or Part-time)

An employee who is hired on a temporary basis, for a full or part-time position, for a specific job that is less than twelve months; or replaces a permanent employee on leave. The work is for a predetermined period of time, with an anticipated end date.

Seasonal

An employee who works in a position that is regularly scheduled during peak months, on a year-to-year basis. Hours of work will depend on weather and the supervisor.

Casual

A person who works on a call-in basis, and is not regularly scheduled.

Probation

The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Town uses this period to evaluate employee capabilities, work habits, and overall performance.

All new staff hired by the Town shall be subject to a three (3) month probationary period, which may be extended up to one year at the discretion of the responsible supervisor. Any significant absence will automatically extend the probationary period by the length of the absence.

All new management hired by the Town shall be subject to a six (6) month probationary period, which may be extended up to one year at the discretion of the responsible supervisor. Any significant absence will automatically extend the probationary period by the length of the absence.

Upon consultation with the responsible supervisor, CAO will indicate on the letter of "Offer of Employment" the probationary period.

The responsible supervisor will conduct a performance review with the probationary employee and provide a written evaluation and recommendation to the CAO.

The CAO or direct supervisor shall notify the probationary employee, in writing, whether the employee is being made a permanent employee, the probation is being extended or the employee is being terminated.

Upon satisfactory completion of the probationary period, employees enter the appropriate employment classification.

After completing three (3) of the six (6) month probationary period, all employees may become eligible to join the organization's benefit plan, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility.

Progressive Discipline

The principles of progressive discipline are to ensure that the employee is well aware of the job's requirements, organizational policies and procedures and expected behavior. The process is a "progressive" one to provide the employee ample time to change his or her behavior.

Prior to any **disciplinary** action, every effort should be made to provide the required training, coaching and support for the employee to improve the performance and model the desired behavior.

Progressive discipline action should be used in such circumstances that involve unacceptable work performance, poor attendance and/or conduct, resolve policy violation or prevent reoccurrence of unacceptable work performance. It is also used to provide an opportunity for employee growth and to protect the interests of The Town of Bon Accord.

Depending upon the seriousness of the employee's unacceptable behavior, any of the steps may be superseded by the others. Under certain circumstances, when authorized by CAO, employees may be suspended or immediately terminated.

When applying disciplinary action, those responsible shall attempt to adhere to the following principles:

- Every employee has a right to be formally made aware of the expectations not fulfilled;
- Every employee is to be given the opportunity to present the case from their point of view before any decision is reached; and
- Supervisors should inform employees that counseling is available through the Employee Assistance Program (EAP).

Verbal Warning

A verbal warning is given to the employee and every effort is made to ensure that the employee fully understands what the requirements and expectations are and that the employee is able to comply with them.

If the employee does not meet the supervisor's expectations within the time limit specified by the supervisor, then discipline moves to the second step "Written Warning."

Written Warning

From this point forward, **CAO must become involved**. The CAO's role is to counsel the supervisor and ensure that the letter(s) and spirit of the policy are observed.

When a discussion with an employee has not resulted in the needed improvement the next step is a formal discussion accompanied by a *Warning Letter* outlining the issue(s), expectations and timeline for the behavior to improve. After giving the employee some time to consider the issues, the supervisor and employee will meet again the next business day to create a *Performance Improvement Action Plan* that outlines specific actions needed to improve the employee's behavior within a shorter timeframe.

The supervisor will be responsible for monitoring the employee's success over the agreed to monitoring period. During this time period, the manager and employee will meet weekly, or as determined for status updates relative to any issues that arise, and to provide the employee with related feedback. In addition, the supervisor will continue to monitor the employee's performance to ensure expectations are being met. Should improvement not be forthcoming, the supervisor and employee will discuss further discipline up to, and including, the discontinuation of employment at The Town of Bon Accord.

A copy of these signed letters will be placed in the employee's personnel file.

Suspension Without Pay

Suspension without pay may be appropriate when the verbal warning and written warnings have not accomplished the desired results.

The suspension will be clearly explained in a letter to the employee and will indicate any possible consequences of further unacceptable behaviors.

Upon returning from suspension, if there is still no change in the employee's behavior resulting in his or her supervisor's expectations not being met then all efforts have failed and the employee will be terminated.

Suspension with Pay

The CAO or designate may suspend an employee not to exceed three (3) days without formal notice due to violation of Town safety policies, procedures and or practices.

Termination

Employees may be terminated for just cause due to the seriousness of a single incident or misconduct or for a culmination of incidents of misconduct.

The employee will receive a formal letter of termination indicating the effective date and when they can expect their last paycheque.

Radio Communications Standards

The use of two-way radios may be required by The Town of Bon Accord employees to perform their duties.

Employees must conduct communications in a professional manner while complying with the Freedom of Information and Protection of Privacy Act and Industry Canada Guidelines. While using two-way radio communications, The Town of Bon Accord cannot control unauthorized access to the open radio frequency; therefore, the public may be able to hear both sides of radio conversations when:

- a radio operator is within earshot;
- an employee or The Town of Bon Accord vehicle is in a public area with a portable radio turned on; or
- utilizing a scanner.

Personal names, medical conditions, or personal opinions about a third party must not be communicated over the two-way radios. If the urgency of the pertinent information outweighs the confidentiality aspect, the use of cell phones is recommended as an alternative.

No comments regarding personal information, liabilities, fatalities, or other sensitive issues should be discussed by way of two-way radios, unless a life safety situation exists.

It should be assumed that any information communicated over the two-way radio is monitored. Therefore, slang, offensive, or any inappropriate comments must be avoided and only properly considered language is to be communicated.

Employees with two-way radios turned on should be aware of their surroundings and need to consider the proximity of unauthorized listeners and the volume at which their radios are set at.

Salary Administration

The Town recognizes the importance of attracting and retaining excellent staff. Therefore, the Town is committed to a salary administration process which is internally equitable, externally competitive and fiscally responsible.

All salaried positions will be assigned a classification level before they are staffed. In the case of permanent positions, that level is linked to a salary grid that is readily available from the CAO. Temporary staff members will be assigned a wage rate based on the permanent position's salary grid, or at a rate determined by the CAO based on the factors noted in this procedure.

The Town has a Salary Grid for all permanent salaried positions, which consists of a ten (10) step salary range for each pay level, with a 3% differential between increments.

Where unique market conditions require the establishing of a salary range, which differs substantially from salary ranges for other positions in the same pay range, a separate range shall be established and identified for those positions with such identified unique market conditions.

Salary Adjustments

Non-Supervisory Employees

Salary adjustments for merit of non-supervisory employees shall be reviewed and decided upon by the responsible Supervisor.

Employees Reporting Directly to the CAO

Salary adjustments for merit of employees reporting directly to the CAO shall be reviewed and decided upon by the CAO.

Cost of Living Adjustments (COLA)

Salary grid ranges will be adjusted for cost of living increases if deemed appropriate by Council.

Market Adjustments

To ensure that salary and wage ranges are appropriate and competitive, the CAO will conduct market surveys for all positions. The CAO will use that and other relevant information to formulate a recommendation to Council regarding any adjustments, where it is deemed appropriate and fiscally responsible, to the Salary or Wage Grids and the effective date of such adjustments. The decision on these matters will normally be made by the CAO. The CAO reserves the right to make such a decision unilaterally after discussing the issue with Council.

Permanent (Non-probationary) Employees

Should an upward market adjustment to the pay range be deemed necessary, all permanent (non-probationary) employees, regardless of length of service, shall be eligible for such an increase.

Probationary Employees

In the case of an employee who has not yet completed the Town's probationary period, the employee's salary may be increased to reflect the market adjustment. This adjustment is for the purpose of maintaining the integrity of the Town's salary administration system and should not be interpreted as the result of an assessment of that employee's performance.

Application of Market Salary Adjustments

Market adjustments to employee salaries shall be in the form of movement to the same or similar dollar value on the adjusted range

Market Salary Adjustments to Salary Ranges Attached to Red-Circled Positions

There shall be no market adjustment to the salary range or actual salary of the employee of a red-circled position.

Merit Adjustments

Annual merit salary adjustments to employee salaries shall be in the form of a one-step movement.

Range Administration

No employee's salary shall exceed the maximum of the range for the job to which the employee has been appointed.

On Appointment

When an employee is appointed to a position, that person's salary shall be established at not less than the minimum of the range for the job to which the employee has been appointed.

In recognition of additional experience, the employee may be appointed at a rate above the minimum of the range. Due regard shall be given to salary relativities within the appointee's work unit.

The amount of the appointee's salary shall be determined by the responsible Supervisor, in consultation with the CAO. In the case of an appointee who will report directly to the CAO, the CAO will determine the appointment salary.

On Promotion

Where an employee is promoted to a job in which the maximum of the new range exceeds the maximum of the range for the employee's pre-promotion job, the employee's salary shall be placed at a rate in the higher range representing at least a one-step increase on the former range.

Upon Upward Reclassification

Where an employee's position is reclassified, through the application of the Job Evaluation system, and the maximum of the new range exceeds the maximum of the range for the employee's pre-reclassification level, the employee's salary shall be placed at a step on the higher range which is nearest to, but not less than the employee's former salary rate. This salary shall not be less than the minimum, nor greater than the maximum of the new range.

Upon Downward Reclassification

Where an employee's position is reclassified, through the application of the Job Evaluation system, and existing salary of the new pay grade is *lower* than the maximum salary of the existing pay grade for the employee's pre-reclassification level, the employee's salary shall be frozen ("*Red Circled*") until such time as the maximum salary for the new pay grade meets or exceeds the employee's "*red circled*" salary rate.

The employee is not eligible for market adjustments to the "*red circled*" salary, but may be eligible for merit salary adjustments.

When the correct range for the job meets or exceeds the "*red circled*" salary, the employee's salary will be placed on the appropriate range and the employee will once again be eligible for *BOTH* market and merit salary adjustments.

Upon Transfer

Where an employee is transferred to a job where the maximum salary of the new pay grade is the same as the maximum salary of the pay grade for the employee's pre-transfer job, there shall be no adjustment to the employee's salary.

Upon Demotion

Should an employee be moved to a job where the maximum salary of the pay grade is LESS than that of the employee's former job, the employee's salary shall be reduced so that it falls at, or below the maximum of the range for the new job.

Provided the employee's performance in the new job is assessed as expected or better, the employee shall be eligible, in accordance with the terms of this policy, for any market or merit adjustments, which The Town of Bon Accord may implement.

Definitions

Special terms used in this policy are defined as follows:

Cost of Living Adjustment (COLA) is based on the average consumer price index increase for the Edmonton area for the year prior to the budget year. This information is available from Statistics Canada.

Market Adjustment refers to the amount by which the salary range, or an employee's salary, may be adjusted from time to time to recognize changing economic conditions and to permit The Town of Bon Accord to recruit and retain qualified, competent staff.

Merit Salary Adjustment refers to an upward, step-to-step increase in an employee's salary.

Pay Grade refers to a pay level, within which all positions are judged to be equivalent, based on the application of the Town's Job Evaluation system.

Salaried Employee refers to an employee who is remunerated on a monthly basis.

Salary Range refers to the dollar value attached to a particular job at The Town Of Bon Accord, expressed as the range minimum (the rate typical of entry of recruitment rates for similar jobs in the Town's reference market), a series of intervening steps of equal percentage amounts, and the range maximum (the rate typically paid for fully experienced, fully competent performance for similar jobs in the Town's reference market).

Red Circled refers to a freeze in pay (both merit and COLA) increases due to a downward reclassification.

Second Job

Employees may take supplementary employment, including self-employment, unless such employment:

- Causes an actual or apparent conflict of interest;
- Is performed in such a way as to appear to be an official act or to represent the Town's opinion or policy;
- Interferes through telephone calls, e-mail or otherwise, with regular duties;
- Affects worker performance; or
- Involves the use of the Town premises, equipment or supplies.

Employees who have a second job must notify their Supervisor or the CAO in writing. The employee must maintain an acceptable level of performance and be available to work as required. The Town can require a moonlighting employee to terminate the outside employment if it interferes with the exercise of his or her duties for the primary employer.

Second Job While On Sick Leave

When a The Town of Bon Accord employee is on sick leave they are not permitted to be gainfully employed elsewhere unless otherwise authorized. Employees who have a second job while on sick leave must notify

their Supervisor in writing.

If an employee works at a second job while on sick leave without consent they are not eligible to receive sick leave benefits. The employee may also be subject to discipline up to and including dismissal.

Political Activity

The Town of Bon Accord employees are not restricted in regard to the political activities except when:

- An employee who wishes to run as a candidate in a provincial, federal, school trustee, health board or municipal election will be required to take a leave of absence without pay to ensure such candidacy does not cause an actual or apparent conflict of interest, unduly interferes with regular job functions or impairs in any other way the proper performance of their job functions;
- Employees elected to federal, provincial, municipal or Town office shall resign their employment effective the date that the election results are official; and
- Employees who seek election and are not elected are entitled to return to the same or similar employment effective the day after the election.

Sexual and Other Unlawful Harassment

Under human rights legislation, every individual has the right to work in an environment free from harassment or discrimination. To support this fundamental right, the Town has taken a proactive step by taking a stand on the issue and informing our employees of the mechanisms that have been put in place to protect them.

As an employee we want you to be confident that your concerns will be addressed with sensitivity and that they will be protected from any retribution.

The Town of Bon Accord Employee's Responsibility

The Town of Bon Accord employees are responsible for creating an environment, which is free of harassment. The Town of Bon Accord employees must:

- Be role models – never engage in or condone behavior that could be interpreted as harassment;
- Check for signs of “poisoned environment”, i.e., inappropriate posters or pictures; Report these signs to your supervisor;
- Take the issue of harassment seriously – discuss the policy with staff; and
- Respond to allegations promptly if a complaint is received.

Sexual Harassment - How do I know if what is happening to me is sexual harassment?

If the person's behavior towards you is unwelcome and unwanted, and there are sexual overtones, then you are being sexually harassed. Touching is only one form of sexual harassment. There are other forms of sexual harassment that may not involve physical contact. Any behavior or conduct that makes your work environment intimidating, hostile or offensive can also be sexual harassment.

What is seen as sexual harassment by one person may not be by another. Just because the harasser is treating one of your co-workers the same way and that person doesn't mind, doesn't mean you aren't being harassed. This is why it is important for you to let the harasser know that you do not welcome the behavior, and that it makes you feel uncomfortable. If the behavior persists despite your objections, then it is sexual harassment.

Good natured flirting or jesting which **both** parties find acceptable, or an office romance to which **both** parties willingly consent, are not considered to be sexual harassment.

If you think you are being sexually harassed, you may feel embarrassed, confused or intimidated. Don't ignore your feelings.

Examples of sexual harassment include the following:

- Suggestive remarks or gestures;
- Compromising invitations or requests;
- Verbal abuse;
- Display of sexually offensive materials;
- Unwelcome leering or whistling;
- Sexual jokes which cause awkwardness or embarrassment;
- Unwelcome enquiries or comments about an individual's sex life;
- Unwelcome remarks about a person's physical attributes or appearance;
- Touching, patting, pinching or other unwelcome physical contact;
- Outright demands for sexual favors;
- Physical assault or indecent exposure.

Is it my fault I'm being sexually harassed?

You did not ask to be harassed. You have a right to work in an environment that is free of sexual pressure of any kind.

Sexual harassment is usually an attempt by one person to use power over another. The issue, then, is not what you did to invite the harassment. Harassment is behavior that the person ought reasonably to have known would be unwelcome. It is important, though, for you to let the person know that the behavior is, in fact, unwelcome.

If you feel that you have been sexually harassed, please refer to "Responding to Harassment" on page 51.

Discrimination –What is it?

The Town of Bon Accord is committed to providing a work environment where all individuals are treated with respect and dignity. Accordingly, The Town of Bon Accord will not tolerate any incidents of discrimination at the work place.

Discrimination is the denial of individual rights and freedoms in a manner that contravenes the Canadian Charter of Rights and Freedoms, the Individual's Rights Protection Act and The Human Rights, Citizenship and Multiculturalism Act. The Human Rights, Citizenship and Multiculturalism Act prohibit discrimination on these prohibited grounds:

- Race – belonging to a group of people related by common heritage.
- Religious Belief – system of belief, worship and conduct (includes Native Spirituality).
- Colour – colour of a person's skin. This includes, but is not limited to, racial slurs, jokes, stereotyping, and verbal and physical harassment.
- Gender – being either male or female. Also considered under gender are pregnancy and sexual harassment (please see "What is Sexual Harassment" for more information).

- Age - 18 years of age or older.
- Physical Disability – any degree of physical disability, deformity, malformation or disfigurement that is caused by injury, birth defect or illness.
- Mental Disability – any mental disorder, developmental disorder or learning disorder regardless of the cause or duration of the disorder.
- Marital Status – the state of being married, single, widowed, divorced, separated or living with a person of the opposite sex in conjugal relations outside marriage. Ancestry – belonging to a group of people related by a common heritage.
- Place of origin – place of birth.
- Family Status – the state of being related to another person by blood, marriage or adoption.
- Source of Income - lawful source of income.
- Sexual Orientation – includes protection from differential treatment based on a person's actual or presumed sexual orientation or his or her association with a person who is homosexual, heterosexual or bisexual.

If you feel that you have been discriminated against, please refer to “Responding to Harassment” in this Handbook.

Common Questions & Answers

What if I cannot confront the person to tell them to stop?

It is natural to feel embarrassed, intimidated or guilty. You may think that if you just ignore the harassment, or give non-verbal cues that you don't welcome it, it will stop. However, it is important to verbalize your concerns. Harassment rarely goes away on its own -- in fact, it usually gets worse.

In many cases, the person does not intend to harass you. The harasser may not realize the behavior is inappropriate, or that it is making you uncomfortable. Once you bring it to their attention, they will usually stop.

If you don't want to speak to the harasser in person, try writing them a letter. This helps you to take an active role in handling the situation when circumstances make it difficult to speak to the person directly.

If you think you just can't confront the harasser by yourself, ask the CAO or some other trusted person for advice and support in voicing your concerns. Don't ignore the situation - call for help if you need it!

What do I do if the behavior doesn't stop after I've confronted the harasser?

If you've tried to resolve the situation on your own with no success, you now need to get someone else involved. Who you choose and how you want them to intervene will depend on the situation -- how serious it is, how long it has been going on, who the harasser is, and so on. Consider talking to:

- Your supervisor (unless, of course, this person is the harasser);
- The harasser's supervisor;
- The CAO;
- A person in authority in your department, whom you trust.

Prepare for the next step by making a written record of the dates, times and nature of the behavior, and the names of any witnesses. If the harassment consisted of verbal remarks, try to write down the exact words used. Also, record what you did to stop the behavior or show disapproval. Do this as soon as possible after

the harassment occurs, so the details are still fresh in your memory. Once you have noted things down, sign and date your account of the incident. Keep a copy of this written record.

How do I prove I have been harassed?

If there were any witnesses to the harassment, they can help to verify your complaint. If you have made a written record of the incidents soon after they occurred, this can also help. The more details you can give about the incidents, the easier it will be to resolve the situation.

What should I do if someone accuses me of harassment?

Make sure you understand the exact behavior that is making the person uncomfortable. Apologize, and stop the behavior **immediately**. If you think there has been a misunderstanding about the behavior between you and the person, ask your supervisor to work with you to resolve the situation on an informal basis.

If I've always acted like this with my staff and co-workers, why all of a sudden is it harassment?

Each person reacts differently to certain situations. What is harassment to one person may not be to another. For example, some people may find a certain behavior, such as a supervisor putting their arm around an employee or a co-worker telling an ethnic joke, to be entirely appropriate. Others may consider this harassment. In cases such as this, the person who is uncomfortable with the behavior has a responsibility to let you know their feelings. However, you also need to notice how an individual reacts to your behavior. Look for body language that indicates the person is uncomfortable with what you are doing or saying. If you are unsure of their reaction, ask the person if your behavior is unwelcome.

Situations of more obvious harassment (such as touching of a more sexual nature or physical assault), will be viewed on the basis that you ought reasonably to have known your behavior was unwelcome.

What if I didn't intentionally harass the person?

The results of the behavior, rather than the intentions behind them, are what matter. If your behavior is unwelcome by the victim, and causes the person to feel uncomfortable, embarrassed or degraded, then it is harassment.

Responding to Harassment

A Complainant is an individual or group of individuals who submit a complaint. A complainant may be a third party having knowledge of an incident of discrimination or harassment.

A Respondent is an individual against whom a discrimination or harassment complaint has been filed.

1. If an individual believes that he/she has been subjected to discrimination, sexual harassment or workplace violence, he/she must keep a written record of dates, times, the nature of the behavior and the names of anyone who may have witnessed the incident(s).
2. If possible, the complainant should ask the respondent to stop the misconduct. This may be communicated through a verbal or written statement. If you are uncomfortable doing this, please go to step 3.
 - Here are some tips on how to write a letter to your harasser:
 - Clearly outline the behavior you want stopped. State the facts as you see them, without

- judgment. Be as detailed and precise as possible with dates (or approximate dates), places, and descriptions of the incidents.
- Describe your reactions and feelings about the incidents.
 - State what you want to happen next. This part may be very short, since you probably just want the behavior to stop. However, if you believe a remedy is necessary, include it. Keep one copy of the letter. The letter should be delivered in person, by a co-worker, or by registered mail. It helps to have some proof that the letter was received by the harasser (e.g., courier slip, registered mail receipt).
3. If the complainant is uncomfortable confronting the respondent, as may often be the case, or if the discrimination, sexual harassment or workplace violence continues after the request to stop, he/she should contact his/her immediate supervisor. If the immediate supervisor is the respondent, the complainant should contact the CAO.
 4. Upon contacting his/her Supervisors, the complainant will have the opportunity to make a formal complaint. Once the complaint has been signed, the supervisor will initiate an investigation, the CAO will be informed.
 5. Steps for the investigation: (All steps are described for a situation of one-on-one harassment. They would be the same if there were more than one complainant, or more than one harasser.) The investigator interviews the complainant, who should be prepared to answer the following questions:
 - Who is the alleged harasser?
 - What did he/she do or say?
 - When and where did it happen?
 - What took place before and after the event?
 - Were there any witnesses or other evidence?
 - Has it happened before?
 - Do you know if it has happened to others?
 - What have you done so far?
 - Did you let the harasser know their behavior was unwelcome?
 - Do you have any suggestions on how the situation should be resolved?
 - Is there any other course of action you would like to take (Alberta Human Rights Commission)?

The investigator will obtain a signed statement from the complainant. The investigator informs the alleged harasser of the complaint. The information given will include the name of the complainant, the details of the incident(s), and any other relevant information. The investigator will then interview the alleged harasser to obtain his or her account of the event(s). The alleged harasser should be prepared to answer the following questions:

- What did you do or say?
- Where and when did the event(s) take place?
- What took place before and after the event(s)?
- Were there any witnesses or other evidence?
- Has it happened before?
- Did the person let you know your behavior was unwelcome?
- What have you done so far to resolve this?
- Do you have any suggestions on how the situation should be resolved? The alleged

harasser is also asked to provide a signed statement.

The investigator will interview any witnesses. The complainant and the alleged harasser are each allowed an opportunity to respond to each other's statements. All discussions and documented material will be held in confidence. Notes from interviews and discussions will be filed in confidence.

In reaching a conclusion as to whether the alleged conduct constitutes harassment, all the facts, the nature of the alleged behavior, the environment and the context in which the harassment is alleged to have taken place will be considered. If the investigation supports the allegation of harassment, disciplinary action will be taken. The level of discipline taken will depend on the seriousness of the misconduct and the circumstances surrounding the incident(s).

The investigator prepares a report to go to the CAO for a decision. The investigator does **not** determine the outcome of the investigation.

6. All reasonable efforts will be made to maintain confidentiality throughout the complaint procedure. All meetings will be held discreetly, and minutes of all meetings will be recorded, kept confidential and will only be disclosed to the extent necessary to investigate the complaint.
7. It will always be in the best interests of the respondent to immediately admit any misconduct, as this may lead to a more moderate disciplinary sanction. If the discrimination, sexual harassment or workplace violence continues following the resolution of the complaint, the complainant must immediately contact the CAO.
8. Individuals filing complaints or cooperating with an investigation will be protected from retaliation. Retaliation against a complainant or against any person cooperating with an investigation will be treated as harassment, and will be subject to the same disciplinary measures.
9. Disciplinary action, up to and including dismissal, will be taken against any person who makes a complaint in bad faith.
10. The complainant may also lodge a complaint with the Alberta Human Rights Commission at www.albertahumanrights.ab.ca. If it appears that a criminal offence has occurred, the complainant may wish to inform the police. The complainant may initiate civil legal action against the respondent.
11. Those persons subject to disciplinary action for discrimination, sexual harassment or workplace violence retaliation, or who have lodged complaints of discrimination, sexual harassment or workplace violence in bad faith, will, at the very least, have documentation placed in their personnel file.
12. If a complaint of discrimination, harassment or sexual harassment is filed in good faith, no documentation will be placed in the complainant's file, regardless of the outcome of the investigation.

Who to turn to for help

There are many people who can give you information, help and support if you are involved in a situation of harassment. They include:

- Your supervisor;
- The CAO;
- The Alberta Human Rights Commission (780) 427-7661;
- Your local police department (in cases of severe harassment);or
- Your friends and family.

Sick Days

An employee accumulates one (1) day per month to a maximum of twelve (12) paid sick days per year.

There are two types of sick days: Casual Illness and General Illness

Casual Illness

Casual illness means an illness that causes an employee to be absent from duty for a period of three (3) consecutive workdays or less.

No proof of illness is required for casual illness. However, the supervisor may require that an employee provide a proper medical certificate or other satisfactory proof of illness under unusual circumstances.

General illness

General illness means an illness that causes an employee to be absent from duty for a period of more than three (3) consecutive workdays.

Eligibility

Only *Permanent* Employees are eligible for paid sick days.

Employees who are absent due to illness or disability receive 100% of their hourly wage up to seven (7) consecutive work days. If illness is longer than seven (7) consecutive days but not greater than one hundred and twenty (120) consecutive days.

Absences due to illness or disability in excess of the one hundred and twenty (120) days shall be subject to the Long Term Disability Plan.

Ineligibility

An employee is not eligible to receive sick leave benefits if:

- The absence is due to an injury sustained while working for an employer other than The Town of Bon Accord and the employee is eligible for Workers' Compensation benefits through the other employer, or;
- Within the first three (3) months of your probationary period;
- Committing or attempting to commit a criminal offense;
- The absence is due to an intentionally self-inflicted injury; or
- Non-Permanent employees.

Proof of Illness

To obtain sick leave benefits for general illness the employee is required to provide a proper medical

certificate or other satisfactory proof of illness. The proper medical certificate must be given to the CAO or designate immediately and will be maintained in the Employee file. The CAO will notify Payroll of the employee's absence.

The supervisor, and/or CAO may require that an employee be examined by an independent medical practitioner:

- In the case of prolonged or frequent absence due to illness, or
- Where there is indication of apparent misuse of illness leave, or
- When it is considered that an employee is unable to satisfactorily perform their duties due to disability or illness.

The report of the independent medical practitioner shall contain conclusions and recommendations relating to any limitation or restrictions concerning the employee's ability to perform the duties of their position and the medical information leading to those conclusions. A copy of the report shall be sent to the employee's physician. The employee's department is responsible for the direct medical costs associated with the examination.

Where an employee has been examined by an independent medical practitioner, and is also applying for Long-Term Disability benefits, a copy of the medical report shall be considered as part of the employee's application.

Smoking

All The Town of Bon Accord buildings and licensed vehicles are non-smoking.

Statutory Holidays

The Town of Bon Accord recognizes and will pay all employees for the following as Paid Statutory Holidays, as per the labour standards.

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

When any of the above noted holidays fall on a Saturday or Sunday, the following work day(s) shall be deemed to be the Statutory Holiday.

Statutory Holidays or the deemed days that fall on a day that is not a normal working day for a part time employee will not be paid for.

Town designated general holidays such as Easter Monday, Civic Holiday, and Boxing Day are not paid to employees on probation and who work in construction on a non-permanent basis.

For an employee to be eligible for the above, the employee must have worked for the Town a total of 30 (thirty) working days in the last 12 (twelve) months preceding the holiday. The employee must also work the scheduled working day preceding the holiday and the scheduled day after the holiday, unless prior approval has been received from their Supervisor or the employee is on vacation.

Substance Abuse

Substance and Alcohol Use Directive (Lawful, Prescribed and Otherwise)

1. No employee shall report for work, or while at work become (including being on call):
 - a) In a state of impairment or intoxication as a result of use or misuse of alcohol or other substances lawful or otherwise;
 - b) In a condition as a result of consuming alcohol or other substances lawful or otherwise to where they cannot professionally represent the town in their course of work or duties.
2. Employees are not permitted to drive under any circumstances if unfit to do so while under the influence of alcohol or any other drugs that are likely to affect their alertness or driving performance. Driving under the influence is against the law and will not be tolerated.
3. All employees must report to their supervisor any medication and/or side effects that may affect their ability to safely perform a job.
4. If an employee is not on call and unexpected circumstances arise (i.e., an emergency situation) when he/she is requested to perform unscheduled services while under the influence of alcohol, or medications, it is the responsibility of that employee to refuse and request the call be delegated to another employee. The inability of an employee in this situation to accept a work assignment will not result in corrective action.
5. Employees at company functions, or representing the Town of Bon Accord at other functions where alcohol is served, are expected to act in a responsible manner.
6. Employees entertaining clients or potential clients must take every reasonable precaution to ensure no patron drives if unfit to do so following a business meeting.
7. Notwithstanding of item 1.b), upon approval of the Town Council or CAO, employees may be allowed to consume a reasonable amount of alcohol if it does not affect the duties of the employee.
8. Employees involved in significant accidents or collisions where the cause is suspected of a rule violation, may be required to undergo drug and/or alcohol testing as soon as possible after the accident. The refusal to do so, the attempt to unduly delay, or the attempt to alter the outcomes of said tests will be treated as a disciplinary action.

The Town of Bon Accord accepts the view of the medical profession that the abuse of alcohol, drugs or other substances is an illness. However, The Town of Bon Accord will treat the abuse of these substances as a serious breach of conduct when it occurs in the workplace, or when it affects your performance or dealings with the public. The supervisor is to notify the CAO of the situation immediately.

The Progressive Discipline process is the median to deal with substance abuse. First, the employee will be confronted. If the behavior continues, the employee will be requested to seek treatment in writing at an organization of their choice.

Proof of treatment is required within a designated time frame set by the employee's supervisor. Refusal of such treatment and continued abuse are grounds for termination.

Succession Planning

What is Succession Planning?

It is a proactive approach to workforce planning.

By identifying and assessing those who are interested in advancing or transferring to a position that may be vacant, we can better prepare for the future through coaching, training and development practices. The Town of Bon Accord will also make every effort to cross train its staff to ensure a general knowledge of the entire organization.

What Happens next?

If you are interested in pursuing a different career, please talk to your supervisor. The next step is to speak to the CAO.

Temporary Promotion

A Temporary Promotion occurs when an employee is assigned to perform all or at least seventy-five percent (75%) of the responsibilities of a job of a higher classification than their regular position for a continuous period of 3 weeks or longer.

The supervisor will consult with the CAO in regards to the temporary promotion/allowance. Verbal approval will be received from the department Supervisor and CAO. A Payroll Change Notice form will be completed approving the temporary promotion/allowance.

The CAO shall provide a written notice to the appointee of instruction to perform higher level duties on a temporary promotion basis.

The employee in a temporary position will receive compensation based on incremental duties undertaken as determined by the CAO or Council.

If an employee who is in receipt of a temporary promotion is required to perform the duties of the higher classification during overtime the overtime pay will be based upon the higher rate, if applicable.

Benefits will not be increased unless the temporary promotion is for a period of greater than three consecutive months.

All employees required by their supervisor or delegate to temporarily perform work of a lower classification continue to receive the rate of the higher classification.

Funding for such situations must come from existing resources within the department budget such as those that might be available from the vacant position or departmental casual funds.

Before the temporary promotion appointment ends, the supervisor shall complete a Payroll Change Notice to end the temporary promotion/allowance.

Termination of Employment

Employees and the Town need to give each other notice of their intention to end the employment relationship. In both cases, if the period of employment is three months or less, no notice is required from either party.

Upon termination the supervisor must inform the CAO.

The intent of notice is to give each party advance warning that the employment relationship will be ending, to allow them to take necessary steps to either look for another job or look for another employee.

Employee Initiated

The length of notice an employee is required to give also depends on the duration of employment and must be in writing. The minimum notice requirements that employees are required to provide are:

- Two (2) weeks

Notice not required if:

- The employee quits because his/her personal health or safety is at risk;
- Continuing to work has become impossible due to unforeseeable or unpreventable circumstances beyond the control of the employee;
- The employee's earnings have been reduced; or
- The employee is temporarily laid off.

If an employee gives proper notice, the Town must pay all earnings to the employee within three (3) days following termination of employment.

If an employee quits without proper notice all wages, overtime, holiday and vacation pay is due to the employee within ten (10) days after the date on which the notice would have expired if it had been given.

Retirement

Employees must give written intent to retire to the CAO four (4) months prior to the retirement date. The CAO will acknowledge the employee's planned retirement and advise of their eligibility for retirement benefits.

The CAO will notify Payroll of the employee's retirement date.

Employer Initiated

The Town of Bon Accord must ensure that its business operations are efficient. As such, a situation may arise when a position must be abolished, in order to respond readily to changing demands, new opportunities for improvements, and increased need to enhance the quality and efficiency of its services.

In such a situation, the Town must give a minimum notice to the employee:

- One (1) week – for employment of more than three months, but less than two years;
- Two (2) weeks – for employment of two years, but less than four years;
- Four (4) weeks – for employment of four years, but less than six years;
- Five (5) weeks – for employment of six years, but less than eight years;
- Six (6) weeks – for employment of eight years, but less than 10 years; and
- Eight (8) weeks – for employment of 10 years or more.

Employer's Option to Advance Termination Date

There are two options for the Town who wishes to advance the termination date, depending on whether the employee gives minimum termination notice required or a longer notice.

1. If the employee gives the minimum termination notice required, the Town can advance the termination date by paying the employee an amount that is at least equal to the wages the employee would have earned if the employee had worked their regular hours for the remainder of the notice period given by the employee.
2. If the employee gives a longer notice of termination than the minimum required, and the Town wishes to advance the termination date, the Town must pay an amount that is at least equal to the wages that employee would have earned if the employee had worked their regular hours for the remainder of the termination notice period the Town is required to give an employee.

Contents of Notice

To be valid, the termination notice must be:

- in writing, addressed to the employee concerned;
- given or otherwise provided to the employee;
- for the correct notice period or longer.

Determining Length of Service

An employee's "length of service" is the time the employee has worked for the Town. It can include more than one period of employment if the breaks between periods are not longer than three months.

Pay in Lieu of Notice

If the Town, for any reason, does not wish to have an employee work out a notice period, the employee may be given pay in the amount the employee would have earned had the employee worked out the required notice period.

Pay in lieu of notice (or termination pay) is not a "penalty" against the Town for dismissing an employee; it is intended to provide an economic cushion for the employee who is not given advance notification that his/her job will be ending, while he/she looks for other work.

The Town may combine notice (which the employee works out) and pay in place of notice, to make up the required notice period.

Calculating Termination Pay

Termination pay must be at least equal to the wages the employee would have earned if the employee had worked his or her regular hours for the termination period.

Sometimes an employee's wages vary from one pay period to another. In this case, the weekly average of employee's regular wages for the three (3) month period (13 weeks) immediately preceding the date of termination is used to determine the employee's termination pay.

Situations Where No Termination Notice is Required

Fixed Term or Task

1. A "fixed term" job is one that lasts a definite length of time, which is less than one year. The employee knows, at the time of beginning the job, when it will end, so further notice is not

required.

2. A “task” is a job or project, lasting less than one year, for which the employee has been hired. The employee can see the completion of the project approaching, so again no further notice is required. However, if the employee is dismissed before the job or task is completed, normal notice requirements would apply.

Seasonal

Where an employee is hired for a season, such as snow removal in the winter, or additional help for a busy time, notice is not required when the employee is released at the end of the season. However, if the employee is dismissed before the season ends, or is kept on after the end of the season, normal notice would apply.

When an Employee Can Elect Whether or Not to Work

The Town may terminate the employment of an employee, without notice, when the employee is employed under an agreement by which the employee may elect to work or not for a temporary period, when requested to work by the Town.

An employee who may elect to work or not is usually employed as a casual employee. Typically, the Town needs to fill in a shift, calls up a casual employee and offers the employee work on the shift. The employee may elect to work that shift or not. There are no consequences on an employee if they elect not to work the shift.

Reasonable Alternative Employment

The Town may terminate the employment of an employee without notice if the employee refuses an offer of reasonable alternative employment.

Employment Standards policy is that the key elements of a reasonable offer are:

1. The offer by the Town must be made in way that:
 - a) the employee clearly understands that there are choices to be made; and
 - b) the employee clearly understands the offer of employment available. The offer should be in writing and contain details such as duties, hours of work, wage rate and other benefits, unless these are common knowledge.
2. Reasonable alternative work is a relative term based on situation-specific judgments.
3. These are certain things which must be considered:
 - a) the employee should be able to perform the new work or necessary training should be part of the offer;
 - b) the employee should have the capacity to perform the new work; and
 - c) earnings (pay and benefits) should be within the realm of former earnings, unless circumstances warrant a significant reduction.

All work related factors such as, distance to work, level of responsibility, conditions or work climate, would also be taken into consideration.

Just Cause

The Town may terminate the employment of an employee without notice, for just cause.

Just cause typically involves conduct that is sufficiently serious (either on its own account or in combination with other factors) to justify ending the employment relationship. Each case must be looked at individually. Over the years, Employment Standards has established general principles for deciding whether or not just cause for termination exists.

It is Employment Standard's policy to consider the following conduct as likely to constitute just cause for termination of employment, without notice:

- The conduct must have been intentional. Actions resulting from stupidity, incompetence, or events caused by an involuntary or unintentional chain of events are not usually considered sufficient reason for immediate discharge (repeated occurrences can affect the situation);
- Failure to obey instructions that would be considered illegal, unreasonable or instructions that would clearly jeopardize the health of an employee, or would break commonly known safety requirements, does not constitute just cause for discharge;
- The rules or regulations an employee is alleged to have broken, and for which the employee is to be punished by discharge, must be known to the individual involved, must be applied without discrimination, and must be reasonable, given the nature of the employment.

The Town is responsible for proving dismissal is justified. In particular, the Town must establish that the employee was aware of the consequences of failure to perform certain duties or obey certain rules. Past forgiveness of employee conduct, either directly or through failure to make mention of the matter to the employee, prevents any use of past incidents in future termination matters.

The following factors are considered when determining dismissal for just cause:

- The discipline record of the claimant;
- The length of service of the claimant;
- Prior warnings given to the employee relating to the specific cause for termination relied on by the Town;
- Whether or not the offense was an isolated incident in the employment history of the claimant;
- Provocation, either physical or verbal;
- Whether the conduct was on the "spur of the moment" as a result of a momentary aberration, due to strong personal impulses, or whether the conduct was premeditated;
- Whether the Town's rules of conduct, either unwritten or posted, have been uniformly enforced;
- Whether the conduct was intentional and the circumstances surrounding the conduct (for example, whether the claimant misunderstood an instruction given, and as a result disobeyed it);
or
- The seriousness of the conduct in terms of the Town's policy and employment obligations.

The onus is on the Town to show that the employee's conduct is sufficient to terminate the employee without notice or termination pay. The Town must show more than mere dissatisfaction with the employee's performance. Real misconduct or incompetence must be demonstrated. Examples of just cause for dismissal include:

Misrepresentation of Qualifications

If an employee misrepresents skills and qualifications in order to get hired, the Town has just cause for dismissing the employee upon ascertaining his or her true abilities.

Sexual Harassment

Any unwanted or coercive behavior which is sexual in nature and, directly or indirectly, adversely affects or threatens to affect a person's job security is sexual harassment and is just cause for dismissal.

Breach of Duty

Breach of duty is just cause for dismissal. It usually occurs when an employee:

- Knowingly jeopardizes the interest of the Town;
- Divulges confidential information;
- Breaches Town policies, procedures or guidelines;
- Conceals facts of which the Town should have been told;
- Displays dishonesty towards the Town;
- Takes actions which could seriously damage the Town's reputation;
- Fails to provide full-time service when the employee contracted with the Town to do so;
- Fails to report dishonesty of other employees; or
- Deliberately refuses to follow Town guidelines and policies.

Conflict of Interest

Just cause for dismissal exists when an employee uses special information obtained while employed for their own purposes, and without the consent of the Town.

Competing With Town's Interest

Following are some examples of competing with Town's interest which can constitute just cause for dismissal:

- Establishing a competing business while employed at the Town;
- Soliciting Town's customers for a new business;
- Personal involvement with Town's competitors;
- Breach of confidence; or
- Taking benefits from competitors.

Just cause for dismissal has been established when only a potential for conflict exists.

Willful Disobedience

Willful disobedience occurs when an employee disobeys a Town's lawful and reasonable order. Willful disobedience is just cause for dismissal. Factors to be looked at include:

- Order must be given and must be clearly communicated to employee;
- Order must be clear and specific or must be a breach of policies, procedures or guidelines well known to the employee;

- Order must be within the scope of the employee's job duties;
- Order must be reasonable and lawful and of some importance;
- Disobedience must be intentional; or
- If there is a reasonable excuse for non-performance given by the employee, just cause for dismissal will not be established.

Theft

Theft is just cause for dismissal. There must be tangible evidence that the employee committed the theft.

Fraud and Dishonesty

Any fraudulent activity committed by the employee is just cause for dismissal. Unless the employee is in a position of trust, the fraud:

- Must be committed against the Town or as a part of the job;
- Must be deliberate (intent to defraud must exist).

If there is a reasonable explanation for the employee's dishonesty, just cause for dismissal may not exist, but the onus now reverts to the employee to provide a reasonable explanation.

Insolence and Insubordination

Rude and provocative behavior toward the Town can be just cause for dismissal. It must be deliberate. If there is a reasonable excuse, such as provocation, or a personality clash, just cause for dismissal will not exist.

Absenteeism or Lateness

Repeated excessive absences or lateness, even if for a valid reason is just cause for dismissal. It must be a misconduct of significance and must be the fault of the employee. Examples include:

- Failing to return to work after vacation
- Leave of absence without notifying the Town
- Taking time off under false pretenses
- Chronic tardiness which is intentional and deliberate

Illness

Temporary illness or disablement is not just cause for dismissal. Permanent illness or disablement may be.

Intoxication and Substance Abuse

Intoxication and substance abuse, in themselves, are not just cause for dismissal. It is the consequences of intoxication/abuse that are significant.

Serious Incompetence

The failure to exercise the skill and ability the employee claims to possess is just cause for dismissal. To prove incompetence:

- The Town must set objective standards of competence required and make them known to the employee;
- The incompetence must be serious enough to justify dismissal.

For the Town to use incompetence as just cause for dismissal, the Town must establish the level of job performance required and communicate this standard to the employee. The Town must give their employees suitable instruction and supervision to enable them to meet the standard required.

Personality Conflict

The inability to get along with fellow workers is not just cause for dismissal.

Situations Where No Dismissal is Allowed

Generally speaking, an employer has the right to release an employee at any time, provided the required length of notice or pay in lieu is given. The major exception is where the dismissal is in violation of Human Rights legislation.

Complaints About Improper Suspension, Termination or Lay-Off

An improper suspension, termination or lay-off would be considered under the following conditions:

- After the employee started maternity leave or because the employee was entitled to or had started adoption leave, unless the business undertaking or other activity of the Town is suspended or discontinued;
- For the sole reason that garnishment proceedings are being or might be taken against the employee;
- Because the employee gave evidence or may give evidence at any inquiry or in any prosecution under the Code;
- Because the employee requested or demanded anything to which the employee is entitled under the Code; or
- Because the employee made or is about to make any statement or disclosure that may be required of the employee under the Code.

In these situations, the CAO can order the employee's reinstatement and/or the payment of lost earnings to a maximum of six (6) months.

Travel Procedures

It is expected that all employees try to find the best value for their hotel, airfare, car rental and/or meals, regardless if the expense is for a convention, education or training.

Also, the employee will only be reimbursed for the means of transportation that is most economical. For example: if it is more economical to fly somewhere rather than drive, and the employee drives, the employee will only be reimbursed for the cost of airfare at the time of the trip.

Definitions		Conventional	Education	Training
Convention	A meeting, sometimes lasting for several days, in which people with a common interest participate in discussions or listen to lectures to obtain information.	X		
Education	Any course or set of courses which results in a diploma, certificate, degree or professional designation. These will also have a grade or mark. This education is generally employee driven.		X	
Training	Those activities that are essential for the employee to carry out the current functions assigned to them. For example: computer courses, in-services. This training is generally employer driven.			X

*Accommodations and travel mileage remuneration to be determined by supervisor as per Council and provincial standards.

Expenses		Conventional	Education	Training
Vehicles	Parking and cab fares will be reimbursed with remittance of receipt.	X	X	X
	Parking at meters will be refunded without receipt and cab fares under \$10.00 do not require receipt.	X	X	X
	Use of private vehicle will be reimbursed by the monthly per kilometer rate, if no Town vehicle available. <u>This includes traveling to a meeting for Town business. As per Provincial standards.</u>	X	X	X
	Car rental may be used when circumstances dictate it a necessary means of transportation.	X		X
Meals	Meal allowance will be as follows (no receipt required). This includes gratuities (fifteen percent) and GST. Meal allowances shall not be used when meals included in registration fee.			
	Breakfast \$10.00	X	X	X
	Lunch \$15.00	X	X	X
	Supper \$25.00	X	X	X
	If meal expenses exceed above schedule due to location of stay or economies of the location, reimbursement will be based on actual receipt. Meals will only be reimbursed as follows: Breakfast - Departure before 6:30 a.m. or overnight stay. Lunch - Away from normal place of work. Supper - Unable to be at home before 7:00 pm or at the discretion of the CAO.	X	X	X
Airfare	If airfare is the cheapest alternative, it may be used for economy class only.	X		X
Other	Expenses in foreign currency will be converted using current exchange rate at the date of disbursement or copy of receipt showing conversion rate.	X	X	X
	Will be reimbursed on the monthly expense claims.	X	X	X
	Attendance must be reported on the employee's Monthly Report.	X	X	X

Vacation Leave

Before taking vacation leave, employees must obtain authorization from their appropriate Supervisor. Authorized vacation may be changed by mutual consent of the appropriate Supervisor and employee. Permanent employees will receive three (3) weeks of vacation after one (1) year of service. Additional vacation time is as follows:

One (1) year – Three (3) weeks
Eight (8) years – Four (4) weeks
Sixteen (16) years – Five (5) weeks
Twenty (20) years – Six (6) weeks

Vacation leave may be granted:

- in one continuous period;
- as single days off or some other combination as approved by the Supervisor.

If one or more paid statutory holidays fall during the employee's vacation, another day(s) may be taken at the end of the vacation or at another time as approved by the employer.

The number of vacation days that may be accumulated by employees are limited to the number of days they can earn in 12 months' continuous service. Employees with excess earned vacation will be expected to inform their supervisor of their intention to reduce any overage so as to comply with the limit of 12 month's continuous service; or failing to do so will result in an automatic payout of any excess vacation on the first pay date each January.

Cash may be paid in lieu of vacation where the employer requires the services of employees in exceptional circumstances only, and at the sole discretion and approval of the appropriate senior management member.

Calculation of vacation with pay for part time permanent employees is prorated on the number of hours worked.

Non-permanent employees will receive vacation pay at four percent of their regular wages.

Employees will earn vacation leave during Short Term Disability Leave for the first 120 calendar days. Employees will not earn vacation leave during the following:

- a) special leave of absence; or
- b) maternity leave, except for sick days related to the pregnancy see long term disability leave.

If employees are allowed to take any leave of absence other than sick leave in conjunction with a period of vacation leave, the vacation leave will be deemed to precede the leave of absence, except in the case of maternity leave which may be authorized before or after vacation leave.

If employees become ill while on annual vacation leave for more than three consecutive paid vacation days, the applicable days may be deemed general illness and they may have the applicable number of vacation days reinstated upon written permission to the CAO and attach a medical certificate from a physician, which will be reviewed and may be approved at the sole direction of the CAO.

Non-permanent employees who transfer to a permanent position will receive their earned vacation pay

prior to assuming their permanent position or may transfer vacation credits prior to assuming the permanent position.

Employees who separate employment will receive vacation pay in lieu of vacation earned but not taken. Vacation leave cannot be used to extend their service after the last day worked.

Work Hours

Hours of work for employees are based on the requirement to complete work assignments, satisfy client/customer needs and program objectives. Subject to operational requirements, this may require flexibility in work schedules; therefore departments will establish their work hours according to services requirements.

The full-time hours of work for office positions is seven and a half (7.5) hours per day, thirty-seven and a half (37.5) hours per week, generally speaking between 8:30 am to 4:30 pm, Monday through Friday which includes a half hour unpaid lunch break. Generally speaking, non-office positions full-time hours of work are eight (8) hours per day, forty (40) hours per week, generally speaking between 8:00 am to 4:30 pm with a half-hour unpaid lunch break.

Workforce Planning

Based on operational needs, new positions are required from time to time. Requests to establish new positions are usually initiated via the budget process.

In consultation with CAO, the supervisor will justify the need for a new position by drafting a business case and a job description, which is supported by the appropriate Supervisors and the CAO. The CAO researches and recommends the appropriate classification for final approval by Council; this is completed in consultation with the appropriate supervisor or designate.

Workplace Violence

The Town of Bon Accord recognizes the potential for workplace violence and other aggressive behavior directed at our employees. We will not tolerate behavior from anyone that intimidates, threatens, harasses, abuses, injures or otherwise victimizes our employees and will take whatever steps are appropriate to protect our employees from the potential risks associated with workplace violence. We are committed to providing our employees with an appropriate level of protection from the risks associated with workplace violence.

What is Workplace Violence?

Abusive Statement

Insulting, derogatory, demeaning, racist or sexist statements directed at a specific person are considered abuse. Abusive statements do not necessarily contain profanities and are commonly used as an intimidation tactic. If not properly addressed, they often escalate to more aggressive behavior.

If a person makes an abusive statement during a telephone conversation or meeting, remain calm and politely explain that the Town does not tolerate abusive statements. If they modify their behavior, continue with your conversation.

Immediately afterwards:

- Document the incident quoting the abusive statement, your response and the resolution; or
- Notify your supervisor and the CAO.

If there are similar incidents during this or future conversations remind the individual that abusive statements are not tolerated and terminate the conversation.

Threats

A statement or action expressing intent to cause physical harm or the destruction of Town property is considered a threat. If threats are not directly related to the Town but still pose a threat to employees they should still be reported.

a) Direct Threats

A direct threat is when a person says they will commit a violent act.

Try to remain calm if a threat is received during a telephone conversation or meeting. Explain that threats are not tolerated and are taken very seriously by the Town. Establish the sincerity of the threat by asking questions such as:

- Are you aware of the consequences of making this threat?
- What impact will your actions have on you/your family/others?
- Are you expressing your anger or are you seriously planning to follow through with your threat?
- What steps have you taken to prepare for this?
- When are you planning to do this?
- What other options do you have?

If the person says their statement was not serious tell them comments such as these are not tolerated. Immediately after you end your conversation, document the call detailing the threat and how you responded.

If the threat is serious, or the person refuses to clarify their intentions, do not discuss the situation further. Do the following:

If you are on the phone:

- Terminate the call immediately;
- Report the incident to your supervisor and HR if the threat is made during a meeting;
- Leave the room immediately;
- Get to a safe location; and
- Call the police.

b) Indirect Threats

An indirect threat occurs when a person makes a statement, often irrelevant to the business at hand, saying something violent or unspecific may happen.

To determine if a threat exists, ask the following kinds of questions:

- What you're saying sounds like a threat, is that your intention?
- Until we address this matter I can only assume your statement was intended as a threat?
- Are you expressing your anger or are you seriously planning to harm someone?
- Do you have any plans to harm someone? Who?

If you determine the person's statement was not intended as a threat tell them to be cautious of how they say things in the future and continue with your conversation. Immediately afterward:

- Document your conversation quoting the threat and your response
- Notify your supervisor and the CAO

If you determine their statement was intended as a threat, follow the guidelines used in Direct Threat.

c) Intimidation

Intimidation is a statement or action, other than a direct or indirect threat, that makes you afraid for your own or another person's safety.

If someone is doing or saying things that intimidate you, follow the same procedures for handling an indirect threat (above).

d) Coercion

Coercion is a non-violent tactic used by someone to influence your judgment. It is when someone tries to convince you to participate in an activity that violates Town guidelines, is illegal, immoral or inappropriate.

Coercion usually involves a threat to expose embarrassing information about you or someone close to you that most times is not true. If you believe someone is trying to coerce you, contact the CAO as soon as possible.

Harassment

Any unwelcome contact is considered harassment. This can include attention or pursuit, sexual advances or reported contact that is a nuisance. Harassment can be carried out through several means including:

- In-person contact;
- Phone calls;
- Voice-mail messages;
- Written correspondence or e-mail;
- Deliveries;
- Conveying information through a third party;
- Property damage; or
- Stalking.

Harassment is a serious matter that can escalate to violence if it is not properly addressed. Be sure to:

- Maintain a record of all harassing incidents (Date, time, details of the contact, your response);
- Retain anything that may be considered evidence of harassment; and
- Inform your Supervisor.

Robbery

The longer a robbery takes the more dangerous the situation becomes. If a robbery occurs, accommodate the robber's demands to get them to leave as quickly as possible.

Do not try to follow or apprehend a robber, it may endanger you and your co-workers and could escalate the robbery to a hostage-taking incident. Take notice of the robber's:

- Physical description;
- Direction of travel; and
- Anything else that may be helpful in identifying the robber to police.

As soon as it is safe to do so, call 911 and report the robbery to the police. Ensure witnesses do not leave until the police arrive and make notes. Do not touch evidence left by the robber.

Situation Between Co-workers

Violence between employees can occur and sometimes employees observe behavior in a co-worker that concern them but fail to report it. This prevents their co-workers from getting the assistance they require and can allow the situation to escalate. Here are some examples of behavior that may cause concern:

- Statement about aggressive action or reported references to other incidents involving workplace violence or violent events;
- Sudden insubordination, defiant behavior or disregard for procedures;
- Recent deterioration in work performance;
- Unusual interest in the activities of another co-worker or supervisor;
- Significant overreactions to criticism;
- Sudden deterioration in personal appearance;
- Statement about being the target of a conspiracy;
- Substance abuse;
- Repeated references to guns, power, control or a recent weapon acquiring; or
- Statements about serious problems involving family, financial or personal matters.

If you become concerned that a co-worker is considering some violent action, contact your Supervisor immediately.

Domestic violence

Domestic violence can endanger you and your co-workers. Notify your Supervisor of any personal issues that are likely to impact you at work. Although restraining orders or other protective orders cannot guarantee protection, obtaining and enforcing one enables the police to take action if a violation occurs. If you plan to enforce an existing protective order that identifies your work location, give a copy of the protective order to the CAO.



Employee Handbook Acknowledgment Form

This handbook describes important information about the organization, and I understand that I should consult the CAO regarding any questions not answered in the handbook.

Since the information, procedures and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing procedures. Only the CAO has the ability to affect any revisions to the procedures in this handbook.

Furthermore, I acknowledge that I am bound by the provisions of this handbook as they may affect the terms and conditions of my employment, I understand that it is my responsibility to read and comply with the procedures contained in this handbook and any revisions made to it.

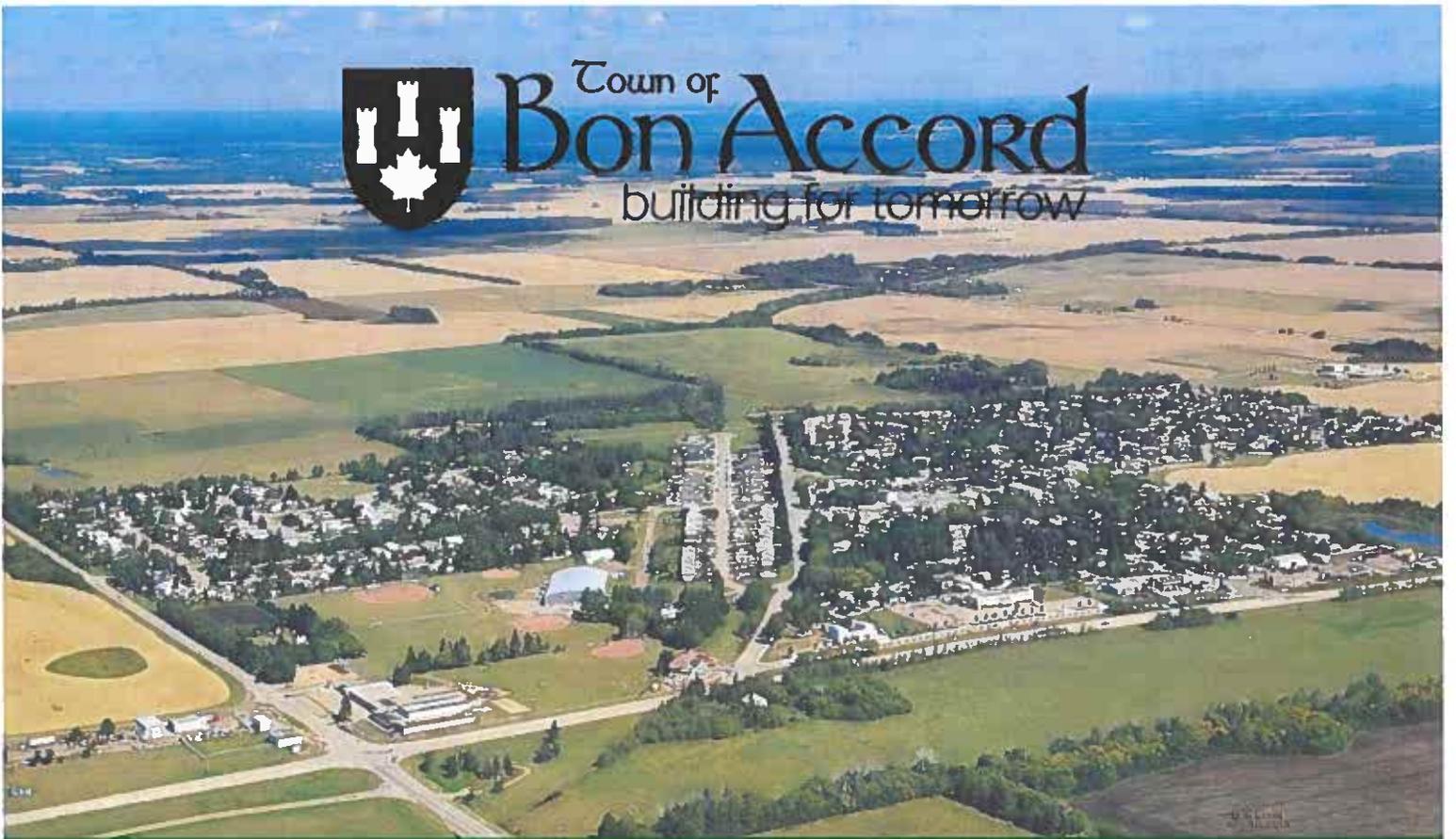
Employee's Name (printed)

Employee's Signature

Date



Town of
Bon Accord
building for tomorrow



EMPLOYMENT POLICY



VISION

The Town of Bon Accord promotes a prosperous, residential, and industrial growth community while maintaining a hometown feeling.

MISSION

To promote and improve our quality of living, enhance our sense of community, and preserve the integrity of our hometown values while growing into a Town that is diverse, prosperous, and welcoming to new residents, businesses, and visitors.

VALUES

INTEGRITY

A Town of great moral character that promotes consistency, truthfulness, and trust.

PROFESSIONALISM

Administration and Council manage the affairs of Bon Accord in a competent, reliable manner, to maintain a safe and prosperous community to work and live.

TRANSPARENCY

Open and accountable to our residents and encourage open communication.

COLLABORATION

Discussion is welcome from all levels of government, neighboring municipalities, residents, and business in the Town, the place we call home.

STEWARDSHIP

Administration and Council embody the responsible planning and management of our resources.

SERVICE EXCELLENCE

Administration and Council strive for the highest standard of service delivery and governance.

KEY PRIORITIES

Priority #1 Economy: The Town of Bon Accord is committed to achieving steady growth through residential, commercial, and industrial development.

Priority #2 Community: The residents of Bon Accord live in a safe, connected, and attractive community.

Priority #3 Infrastructure: The Town of Bon Accord is maintaining and improving all infrastructure in a fiscally responsible manner.

Priority #4 Identity: Bon Accord has a strong, positive identity as an environmentally progressive, family oriented, welcoming community.

Priority #5 Collaboration: The Town of Bon Accord has strong, sustainable relationships to enhance municipal

Council's [Strategic Plan](#) sets overall goals for the community and develops a plan to achieve them.

EMPLOYMENT POLICY

SECTION: Administration

DEPARTMENT: Corporate Services

COUNCIL APPROVAL DATE:

NEXT SCHEDULED REVIEW:

This policy replaces and repeals all previous Town of Bon Accord EMPLOYEE HANDBOOK(s).

POLICY APPROVAL AND AMMENDMENTS

MONTH, DAY, YEAR: Policy passed by Council — Resolution #XX-XXX

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1. DEFINITIONS

- a. "Bona fide occupational requirement" is a standard or rule that is integral to carrying out the requirements of a particular position within a workplace.
- b. "Casual Employee" is an individual who works irregularly or on a call-in basis depending on need.
- c. "Full-time Employee" is an individual filling a position on the organizational chart identified as a full-time position. Full-time employment is working regularly scheduled hours of thirty (30) hours per week or greater.
- d. "Grievance" is a real or perceived wrong-doing or other cause for complaint, especially unfair treatment.
- e. "Immediate Family Member" is a spouse, child, parent, parent-in-law, grandparent, grandparent-in-law, son-in-law, daughter-in-law, brother, sister, grandchild, brother-in-law, sister-in-law, and other members of the employee's household.
- f. "Manager" refers to the individual(s) filling the named management position of Town Manager or Manager on the organization chart responsible for the supervision of named positions. The Manager responsible for the individual filling the named position will be named in the letter of offer or employment contract.
- g. "Members of the Public" are taxpayers, members of the community, participants in programs offered by the Town of Bon Accord and other members of the general population.
- h. "Part-time Employee" is an individual working regularly scheduled hours of less than thirty (30) hours per week.
- i. "Seasonal Employee" is an individual filling a position that is identified as a seasonal position in the letter of offer or employment contract. Seasonal employment is for a period of less than twelve (12) months.

- j. "Supervisor" refers the individual(s) who supervise staff but who are not defined as a Manager.
- k. "Town" means the Town of Bon Accord.
- l. "Town Manager" means the Chief Administrative Officer (CAO) as appointed by Council, or the Chief Administrative Officer's designate.

2. EMPLOYEE CODE OF ETHICS

The Town of Bon Accord maintains certain policies to guide employees with respect to expected conduct in areas where improper activities could damage the reputation of the Town. The Town endeavors to ensure orderly and respectful operations, provide the best possible work environment, and encourage a high quality of service to Members of the Public.

The Town provides high quality, timely, and effective services to Members of the Public in a competent and reliable manner to maintain a safe and prosperous community to work and live. All employees are expected to conduct themselves in a manner consistent with this objective.

Reference: [Policy 21-399 Code of Ethics & Council – Town Manager Covenant](#)

3. CONFLICT OF INTEREST

A conflict of interest is defined as a conflict between an employee's business interest and the employee's responsibility as an employee of the Town. A conflict of interest may exist whether or not a personal monetary or other type of benefit or advantage has been received by the employee by virtue of their employment or access to the information not normally available to the general public. Without limiting the scope of the foregoing, a conflict of interest may arise in many situations, some of which include:

- Using privileged information for personal advantage or gain.
- Accepting fees, gifts, favors, services, or other benefits connected directly or indirectly with the performance of an employee's public service duties, from an individual or corporation, other than:
 - The normal exchange of gifts between friends.
 - The normal exchange of hospitality between persons doing business together.
 - Tokens exchanged as part of protocol.
 - The normal presentation of gifts to persons participating in public functions.
- Accepting or engaging in outside employment which either interferes with the employee's duties or is in direct competition with Town business.
- Divulging confidential information to competitors or potential competitors.
- Using their position to obtain special advantages or discounts for personal use when dealing with a business.

The avoidance of the appearance of conflict of interest is as important as avoiding actual conflicts of interest.

If an employee is faced with a situation where a potential conflict of interest may arise, the onus is on the employee to discuss the matter directly with their Manager and receive direction before any action is taken. Pursuing an activity or enterprise in contradiction to the direction received from Management may result in disciplinary action, up to and including immediate termination for just cause.

4. CONFIDENTIALITY

The Town is committed to transparency, to be open and accountable to our residents and encourage open communication, however there are situations where confidentiality persists.

All information pertaining to the Town to which any employee becomes privy through their employment is expected to be maintained as strictly confidential, unless otherwise provided for in the [Municipal Government Act](#) and [Freedom of Information and Protection of Privacy \(FOIP\) Act](#), and may not, in any circumstances, be disclosed or used without the express consent of the Town.

This information includes, but is not limited to, customer lists, pricing information, business strategies, trade secrets, financial information of technology or information specific to the Town.

All employees are bound by the policies and procedures of the Town and the FOIP Act regarding the protection of the personal information of Members of the Public.

This requirement of confidentiality applies during employment and survives the termination of any employee.

5. NO DISCRIMINATION

The Town is dedicated to promoting a workplace in which all people are respected, respect one another, and work together to achieve common goals. The Town believes that all individuals it employs have the right to work in an environment free from discrimination and this policy is in keeping with the Town's dedication to providing and maintaining an environment that fosters fair, respectful, and responsible behaviors by management and between employees.

At no time will the Town discriminate against, refuse to employ, or refuse to continue to employ any employees because of race, religious beliefs, colour, gender, gender identity, gender expression, sexual orientation, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, or family status of that person.

The Town's position against discrimination does not apply with respect to a refusal, limitations, specification, or preference relative to an individual's employment, or potential employment, based on a *bona fide* occupational requirement.

6. NEPOTISM

The Town seeks to foster an environment in which people are treated fairly. The Town recognizes that the employment of people who are Immediate Family Members can be problematic due to the potential to create a conflict of interest, an appearance of favouritism, and an increased potential for poor staff morale. As a result, the Town is sensitive to circumstances in which individuals may be hired, transferred, or promoted to positions where a related individual may be able to have influence over any term and condition of employment of a family member.

No employee, or prospective employee, will be discriminated against, nor afforded an advantage because of their family or marital relationship, including common-law relationship, with any other employee of the Town. If a potential conflict of interest develops between two existing or potential employees through marriage or the establishment of a common-law relationship, the employees must notify the Town Manager. Should it be established that a conflict may exist, alternative supervisory and reporting relationships may be put in place, if deemed necessary, at the discretion of the Town Manager.

7. WORKPLACE RELATIONSHIPS

The Town seeks to create an environment that is ethical, equitable, and inclusive of all employees. To achieve this, all employees must be treated in a fair and equitable manner, in an environment of dignity and respect. The Town recognizes that there can be an

inherent power imbalance between employees of different levels of seniority, which can lead to potential misuse of authority, an appearance of bias, and an increased potential for low staff morale. This potential requires that clear standards of conduct be maintained, particularly in situations involving workplace relationships.

Employees must maintain professional boundaries and always consider the impacts of their relationships with each other. The responsibility falls to all employees to recognize situations and issues in which power, control, and imbalance can affect the workplace relationship. Therefore, all employees are expected to respect physical and emotional boundaries in a way that facilitates trust and respect.

If an employee develops, has been, or is in an intimate relationship with another employee, said employees are both obligated to disclose to their respective Manager or Supervisor any such relationship which may bring them within application of this policy.

No employee, or prospective employee, will be discriminated against, nor afforded an advantage because of their past or existing intimate relationship, including common-law relationship, with any other employee of the Town. If a potential conflict of interest develops between two existing or potential employees through a workplace relationship, the employees must notify the Town Manager. Should it be established that a conflict may exist, alternative supervisory and reporting relationships may be put in place, if deemed necessary, at the discretion of the Town Manager.

[Appendix 1 - Relationship Agreement](#)

8. HIRING

When a new position is created, a vacancy in a permanent position occurs, or temporary staffing requirements arise, the Town will determine whether the vacancy should be filled. The Town may fill the position by doing any of the following:

- Direct sourcing or contracting of a recruiter.

- Posting the position internally.
- Posting the position externally.

Interviews will not necessarily be granted to all applicants for any given position. Applicants may be asked to provide references.

Consent must be obtained from the applicant prior to contacting references provided. Further, applicants may be required to provide information allowing the Town to verify the credentials and qualifications of an applicant.

The Town will hire the best applicant for the position having regard for the nature of the position, the qualifications, knowledge, experience, education, and skills of the applicants. The Town may, in its sole discretion, leave a position vacant where no appropriate applicant comes forward. The personal information provided to the Town by all unsuccessful applicants will be destroyed in accordance with the Records Retention and Disposition Bylaw, [Bylaw 2020-08](#).

The successful applicant will be provided with either a written letter of offer or employment contract describing the terms and conditions of the position and any preconditions to employment that must be met. No employee will be permitted to commence employment prior to accepting and executing the letter of offer or employment contract and position description.

The Town Council shall be responsible for hiring the Town Manager and the Town Manager shall be responsible for approving the hiring of all other employees.

The Town Manager and/or the Manager retain the right to negotiate the letter of offer or employment contract beyond the confines of the Employment Policy with any differences to be outlined in the letter of offer or employment contract.

[Appendix 2 - Employment Application Form](#)

[Appendix 3 - Permanent Manager Employment Contract](#)

[Appendix 4 - Permanent Non-Manager Employment Contract](#)

[Appendix 5 - Letter of Offer – Temporary/Seasonal](#)

[Appendix 6 - Sample Interview Questions](#)

[Appendix 7 - Sample Reference Questions](#)

[Appendix 8 - Pre-Employment Medical Form](#)

9. PROBATION

The probationary period is intended to give a newly hired employee an opportunity to become familiar with the position and prove their suitability for the position.

A newly hired employee shall serve a probationary period of ninety (90) days from the date of hire, unless otherwise negotiated in the employment contract. While serving probation, an employee will not have access to health and pension benefits. Sick leave, vacation, and floater days will accrue upon commencement of employment.

Prior to the conclusion of the probationary period, the Manager shall conduct a performance evaluation.

The Town Manager may waive the probationary period where the employee has performed the duties or similar duties of the position, and the employee has worked for the Town in a seasonal or temporary position for a period exceeding three months.

The Town may discharge a probationary employee at any time during the probationary period for a lack of suitability without cause, notice, or pay in lieu of notice. The Town may extend the initial probationary period for an additional ninety (90) days where the extension is confirmed in writing, through the performance evaluation, with the employee prior to the expiration of the initial probationary period. A probationary employee serving a probationary period of more than ninety (90) days may be discharged by the Town at any time for lack of suitability without cause, and with the provision of one (1) week's notice or salary in lieu thereof.

Prior to the end of the probationary period, whether extended or not, an employee will be advised, in writing, of whether their status will become permanent. No employee will be

required to serve a subsequent probationary period once their permanent status has been confirmed.

Employees moving into or promoted to a different position may be required to serve a trial period, which is separate and distinct from probation as their permanent status is unaffected during a trial period. Any further conditions of the trial period will be specified in the employment contract or letter of offer.

[Appendix 9 - Non-Supervisor Performance Review](#)

[Appendix 10 - Supervisor Performance Review](#)

[Appendix 11 - Simplified Performance Review \(Temporary/Seasonal Staff\)](#)

10. HOURS OF WORK

Full-Time Administrative, Public Works, and Summer Parks and Recreation

The regular hours of work for Full-time Administrative, Public Works, and Summer Parks and Recreation employees, exclusive of unpaid meal periods, shall be Monday through Friday and should not exceed:

- Seven and one-half (7.5) hours in any one day, or
- Thirty-seven and one-half (37.5) hours in any one week

Regular hours of work shall exclude an unpaid meal period of thirty (30) minutes, to be taken at the mid-point of the shift during each working day in which the employee works more than five (5) hours. Regular hours of work shall include two (2) paid rest periods of fifteen (15) minutes during each shift of more than five (5) hours, or one (1) paid rest period of fifteen (15) minutes for shifts of more than three (3) hours but less than five (5) hours.

Casual, Part-Time, or Seasonal Administrative, Public Works, and Summer Parks and Recreation

The regular hours of work for Casual, Part-Time, or Seasonal Administrative, Public Works, and Summer Parks and Recreation employees will be defined in their employment contract or letter of employment.

Regular hours of work for Casual, Part-time, and Seasonal employees shall exclude an unpaid meal period of thirty (30) minutes, to be taken at the mid-point of the shift during each working day in which the employee works more than five (5) hours. Regular hours of work shall include two (2) paid rest periods of fifteen (15) minutes during each shift of more than five (5) hours, or one (1) paid rest period of fifteen (15) minutes for shifts of more than three (3) hours but less than five (5) hours.

Full-Time, Part-Time, Casual, or Seasonal Winter Recreation

Regular hours and shifts of work for Full-Time, Part-time, Casual, or Seasonal winter Recreation employees will vary, but should not exceed:

- Nine and one-half (9.5) hours in one day, or
- Forty-four (44) hours in one week, whichever is greater.

Winter Recreation employees shall be allowed to take a meal period of thirty (30) minutes during each shift more than five (5) hours, as well as two (2) paid rest periods of fifteen (15) minutes during each shift of more than five (5) hours, or one (1) paid rest period of fifteen (15) minutes for shifts of more than three (3) hours but less than five (5) hours. These rest periods are to be taken when able with the understanding that the employee cannot leave the facility unattended.

All paid rest periods shall be deemed to commence when an employee ceases to actively perform their duties and shall not exceed fifteen (15) minutes and should not be scheduled in conjunction with the start of a shift, the end of a shift, or a meal period unless authorized on an ad-hoc basis by the employee's Manager or Supervisor.

All employees are expected to report for duty promptly and be fully prepared, able, and fit to begin work at the designated start time. Excessive lateness will not be tolerated or condoned.

An employee's hours of work must be confined within a period of twelve (12) consecutive hours in any one workday, unless:

- An accident occurs, urgent work is necessary to a plant or machinery, or other unforeseeable or unpreventable circumstances occur, or
- The Director of Employment Standards issues a permit authorizing extended hours of work beyond twelve (12) hours.

11. OVERTIME

Overtime is all time worked by an employee more than their regular hours of work. Overtime shall be authorized in advance, when possible, by the Manager or appropriate Supervisor. The maximum working day is twelve (12) hours. Overtime shall be compensated as follows:

- Paid out at a rate of one and one-half (1.5) times the employee's hourly rate of pay, or
- Time off with pay, in lieu of overtime pay, banked at a rate of one and one-half (1.5) hours for each overtime hour worked, taken at a time the employee would have worked and received regular wages and paid at the employee's regular rate of pay.

Where an employee, not assigned to on-call duty, is required to return to work after the completion of their regular hours of work, the employee will be compensated a minimum of three (3) hours at a rate of one and one-half (1.5) times the employee's hourly rate of pay. Any additional returns to work within this three (3) hour period shall, for the purposes of calculation, be considered as one event.

No employee shall be forced to take time off in lieu of receiving overtime pay unless an overtime agreement is signed. Overtime pay shall be paid in the pay period in which it was worked. Time off in lieu of overtime pay may be banked to a maximum of forty (40) hours. Upon reaching the maximum bankable hours, an employee will not be allowed to bank any further time until the overtime bank is reduced by taking time off and/or being paid for overtime.

Banked time off in lieu of overtime pay must be taken prior to vacation accumulation when taking time off. Employees may leave a maximum of eight (8) hours banked before using vacation when taking time off. At the end of the calendar year, a maximum of eight (8) hours banked overtime can be carried forward to the next year.

Anything above this will be paid out to the employee in the last pay period of the year, unless otherwise authorized by the Manager in consultation with the Town Manager, paid at the employee's overtime rate for the overtime hours banked.

Banked time off in lieu of overtime pay must be taken at a time mutually agreed upon between the Manager and the employee and must be taken within six (6) months of the end of the pay period in which it was earned. If time off in lieu of overtime pay is not provided and/or taken within this time, the employee may be paid at the overtime rate for the overtime hours banked.

Upon resignation or termination of an employment contract, all accrued unused banked time off in lieu of overtime pay will be paid with the final payment at the employee's overtime rate for the overtime hours banked.

Managers, pursuant to the conditions of employment, are expected to work overtime when required. In lieu of overtime worked throughout the year, the Town will authorize an additional week (5 days) of holidays per year to managers for this overtime.

[Appendix 12 – Overtime Agreement](#)**12. FLOATER DAYS**

Full-time, permanent employees are entitled to two (2) paid floater days per year. These are personal days the employee may use for any reason, upon approval from their Manager or Supervisor. Floater days will not be accrued and cannot carry over from year to year. The Town reserves the right to add additional floater days by Council approval.

13. ON-CALL AND CALL BACK

Employees may be assigned on-call (otherwise known as stand-by) duties for an evening/weekend/holiday whereby they are required to be readily available to respond and return to work in a fit condition to execute their duties. When possible, on-call shall be shared equally amongst employees qualified to do the required work. On-call is required from those employees working an area or department that provides essential services i.e. Water and wastewater.

Public works employees who are assigned on-call duty shall be paid:

- a) Three dollars (\$3.00) per stand-by hour
- b) Stand-by hours are calculated taking the total of one-hundred and sixty-eight (168) weekly hours and subtracting the thirty-seven and a half (37.5) of regular time work hours.
- c) Should the employee on-call receive overtime hours while on stand-by, the total overtime hours will also be subtracted from the weekly hours.

A call-back occurs when an employee who is assigned on-call duty is required to return to work after the completion of their regular shift on that day, or on a day when they are not scheduled to work. When an employee is called back, they shall be paid a minimum of three (3) hours at the rate of one and a half (1.5) times the employee's hourly rate of pay.

Each year the Town Council will determine on-call rate adjustments during the budget process.

14. SALARY

All employees shall be paid bi-weekly on a Friday in accordance with their placement on the wages and salary grid. If the Friday pay date is a Statutory or banking holiday, the employee shall be paid on the immediately preceding Thursday.

All monies will be directly deposited into employees' bank accounts and employees will receive a statement of earnings for that pay period.

Should an employee feel that an error has been made in the calculation of their pay, the employee is required, at the first possible opportunity, and in no case later than the next pay period, to bring the error to the attention of the Manager. The Manager will review the matter and any corrections will be reflected in the next pay period.

Managers will annually review wages and salaries as part of the performance appraisal process. Changes to salary regarding merit raises or other merit recognition in lieu of salary raises shall be at the discretion of the Manager and the Town Manager. Wages and salaries increases are approved during the annual budgeting process. Reclassification of a position shall be at the sole discretion of the Town Manager.

Each year the Town Council will determine whether the salary grid will be adjusted by a cost-of-living increase. Every effort should be made by Council to have these decisions completed by December 31 of each year for the year following. If a decision is made later than January, any wage increase may be retroactive to January 1 of the current year.

[Appendix 13 - Personnel Action Form](#)

[Appendix 14 - Employment Enrollment Form](#)

[Appendix 15 - Direct Deposit Enrollment Form \(for payroll deposit\)](#)

15. TIMESHEETS

All employees are required to complete a pay period timesheet using the prescribed form.

All timesheets shall be submitted no later than four (4) days prior to the scheduled payday per the yearly payroll calendar.

[Appendix 16 – Timesheet Template](#)

16. STATUTORY HOLIDAYS

The Town shall recognize the following days as statutory holidays:

- New Year's Day
- Alberta Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Heritage Day
- Labour Day

Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

And any other day designated by the Government of Canada or Alberta or the Town Council.

Where a statutory holiday occurs on a weekday and the employee is not required to work, the employee will receive the day off with pay. Where the statutory holiday occurs on a weekend day, the employee will receive an alternate day off with pay.

Where the statutory holidays occur on a day the employee is not scheduled to work, the employee must have worked on the same weekday on which the statutory holiday falls for at least five (5) out of the nine (9) weeks immediately preceding the holiday.

When an employee is required to work on a statutory holiday, the employee shall be paid:

- Their regular wage for the day of the holiday and one and a half (1.5) times their basic rate of pay for all hours worked; or
- Their regular wage for each hour worked on the statutory holiday and be given an alternate day off with pay. Such time off shall be arranged by mutual agreement with the Manager or Supervisor and taken within six (6) months of the statutory holiday. If no mutual agreement is reached within six (6) months, the employee shall receive an additional day's pay in lieu of a paid day off.

Where a statutory holiday falls during an employee's annual vacation, the employee's accumulated vacation days will not be reduced respective to the actual statutory holiday pay.

Casual & Seasonal Employees

To be eligible for statutory holiday pay, the employee must have worked their scheduled shift immediately preceding and immediately following the statutory holiday, except where the employee is absent due to illness.

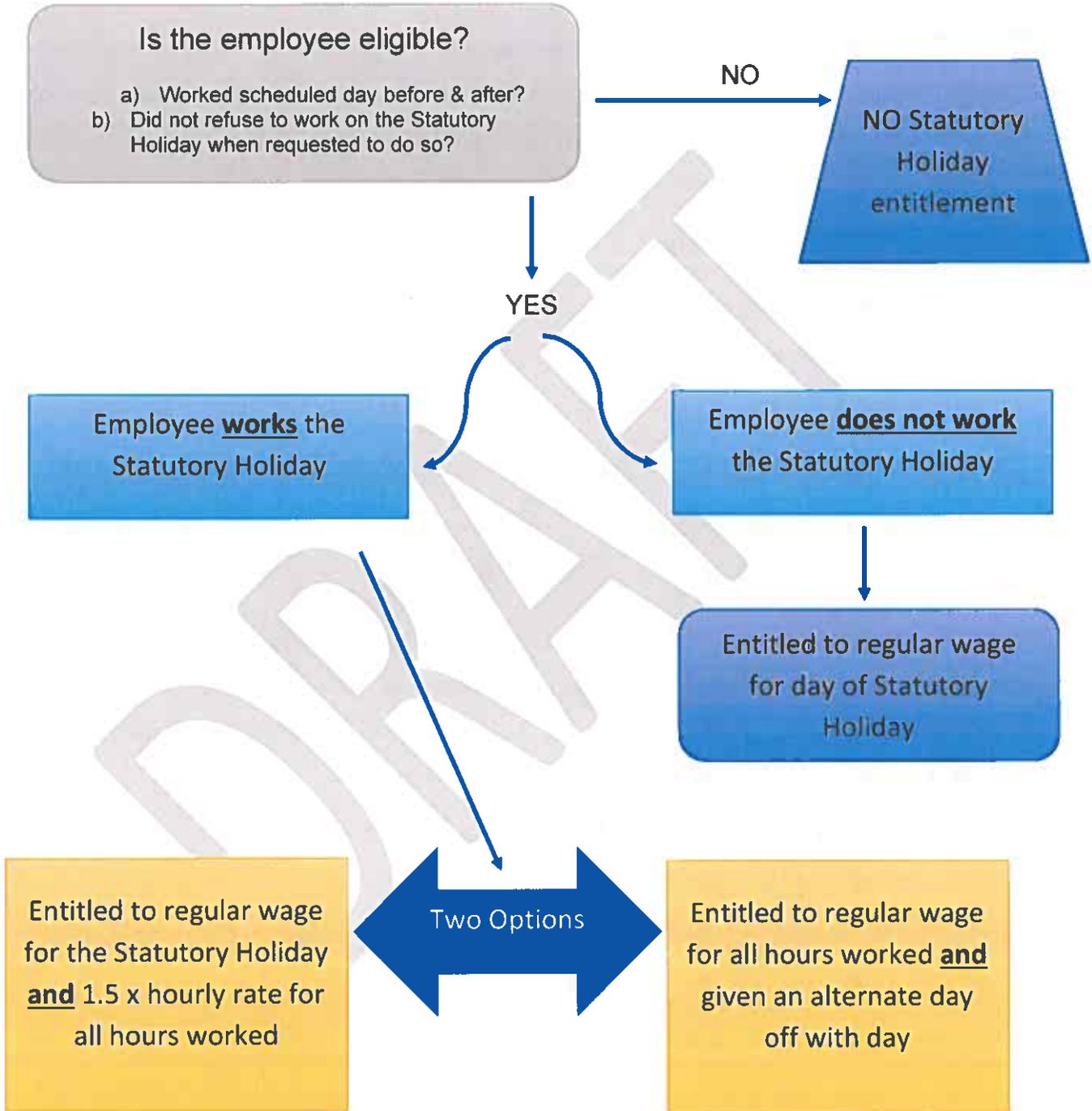
Where an employee is required to work on a statutory holiday, the employee shall be paid their average daily wage for the day of the statutory holiday and one and a half (1.5) times their basic rate of pay for all hours worked.

Where a statutory holiday occurs on a weekday and the employee is not required to work, the employee will receive the day off with pay. Where the statutory holiday occurs on a weekend day, the employee will receive an alternate day off with pay.

See the following flowchart for further clarification.

DRAFT

General Holiday Pay Flowchart



17. VACATION

Permanent Employees

Vacation entitlement for all Full-time employees shall be earned during each year of continuous service with the Town from the employee's date of hire. Full-time employees shall earn vacation time with pay as follows:

Schedule of Vacation Entitlement

<u>Length of Service</u>	<u>Annual Entitlement</u>	<u>Rate of Accrual</u>
4-7 1-5 years continuous service	3 weeks or 15 days	1.25 days/month
8-15 6-10 years continuous service	4 weeks or 20 days	1.67 days/month
16-19 11-15 years continuous service	5 weeks or 25 days	2.09 days/month
20 16+ years continuous service	6 weeks or 30 days	2.50 days/month

Part-time permanent employees shall earn vacation time as above but based on a full-time equivalency (FTE) basis. For example, twenty-six (26) hours per week for an employee: $26/37.5 = 0.7$ FTE, $1.25 \times 0.7 = 0.88$, therefore, the employee would accrue 0.88 days per month for an annual entitlement of 10.5 days.

Deviations from this policy must be contained in the employment contract or be approved, in writing, by the Town Manager.

Vacation accumulation will begin immediately upon commencement of employment, including the probation period.

With permission from the Manager or Supervisor, annual vacation entitlement can be taken any time during the year, however all effort should be made to take vacation after it is earned. Vacation must be taken at a time mutually agreed upon between the employee and the Manager or Supervisor.

Where no mutual agreement can be reached, the Town reserves the right to schedule vacation for the employee provided the employee is given two (2) weeks written notice of the date upon which their annual vacation is to commence. Pay in lieu of vacation entitlement is not permitted.

Employees who are on sick leave beyond their accumulated sick leave credits, on Workers Compensation Benefit, or long-term disability, or on unpaid leaves shall not accumulate annual vacation entitlement. Vacation pay will continue to accumulate during a leave for short-term disability.

The number of vacation days that an employee may accumulate or carry-forward to the following year is limited to the number of days they can earn in a twelve (12) month continuous period. Employees with excess carry-forward will be required to inform their Manager or Supervisor of their intention to reduce the excess, or the accumulated carry-forward will be paid out in January of the following year. All accrued unused vacation will be paid out upon resignation or termination.

The Town reserves the right to update or change the Schedule of Vacation Entitlements, with any changes to be on a going forward basis and not retroactive.

Employees must complete an **Absence Request Form** for vacation requests. Managers or Supervisors must authorize this form prior to the vacation. This form should be attached to the applicable pay period timesheet.

Casual & Seasonal Employees

Casual and seasonal employees shall earn vacation pay as follows:

- Four percent (4%) of regular earnings during the first five (5) years of continuous employment; and
- Six percent (6%) of regular earnings for every year of continuous employment thereafter.

Vacation pay for casual and seasonal employees will be paid with every pay period.

[Appendix 17 - Absence Request Form](#)

18. SICK LEAVE

The Town provides sick leave for the purpose of maintaining the regular earnings of an employee when they are absent from work due to illness, quarantine, medical appointments, or accident for which compensation is not payable under the *Workers' Compensation Act*, short-term or long-term disability.

The accrual and use of sick leave credits shall be administered in accordance with the following:

- a) Full-time employees shall accumulate sick leave credits at a rate of ~~one day per month~~ one and a half (1.5) days per month.
- b) Part-time employees shall accumulate sick leave credits based on a Full-time equivalency. For example, 0.7 FTE = 1.05 days per month.
- c) The number of sick days that an employee may carry-forward to the following year is limited to the number of days they can earn in a twelve (12) month continuous period.
- d) Sick leave credits shall not accrue during periods of approved leave of absence or while in receipt of compensation from the Workers' Compensation Board.
- e) Sick leave absences of less than one day shall be prorated in accordance with the employee's regular hours of work.
- f) Sick leave absences shall not exceed the one hundred and twenty (120) calendar day elimination period for long-term disability.

For computing sick leave credit accumulation, days on which the employee is absent from work because of vacation, time off in lieu, statutory holidays, or bereavement leave shall be counted as working days.

Employees reporting in sick shall notify their Manager or Supervisor as soon as possible, and in no case later than the start of their next shift. When an employee is aware, due to the nature of the illness or injury, that they will absent for more than three (3) days, they shall advise their Manager or Supervisor when reporting in sick.

Employees are required to submit medical proof of illness for any claim of sick leave more than ~~three (3) days~~ five (5) days unless the absence is required by law by Alberta Health Services (AHS). The Town may require medical verification that an employee is fit to resume their assigned duties after a period of sick leave. Employees may submit an expense claim reimbursement for costs associated with the medical verification up to one (1) time per year.

Upon returning to work, the employee must submit an **Absence Request Form** to the Manager or Supervisor. This form should be attached to the applicable pay period timesheet.

Sick leave will not be paid in respect of illnesses or injuries which are incurred during the period of scheduled vacation once vacation leave has commenced, except where the employee provides proof of hospitalization because of such illness or injury. If the illness or injury prevents the employee from resuming their duties at the conclusion of the vacation period, the employee will be entitled to paid sick leave, where eligible, at that time.

Upon termination or resignation, all sick leave credits will be cancelled and no payment for such credits shall be made to the employee.

An employee who is on sick leave is not permitted to be gainfully employed during the period of absence due to illness or injury or use the approved time off for personal gain of any kind. If an employee is found to be abusing sick leave in any way, or using it for personal gain, the employee may be terminated immediately for just cause.

Where an employee is on short-term or long-term disability or has exhausted their available sick leave credits during an illness, and the illness continues, the employee shall be deemed to be on an unpaid leave of absence for the duration of the illness.

An employee who is unable to work due to illness or injury for a period more than one (1) month is required to provide the Town documentation from their physician describing the employee's prognosis for return to work on both a full and modified basis, having regard for the employee's position description. Such documentation shall be provided to the Town monthly except where the employee has previously provided documentation stating they will be unable to return to work for a period more than one (1) month. In such case, the employee shall be required to provide documentation upon the expiration of such period. An employee on an extended sick leave is required, where possible, to cooperate in the Town's attempts to reasonably accommodate the employee's illness, limitations, or needs as well as help facilitate their appropriate and timely return to work.

The employee shall provide the Town with no less than fourteen (14) days written notice of their readiness to return to work in the case of any absence due to illness or injury for a period more than three (3) months. The Town requires such employees to provide a certificate of fitness from their physician prior to returning to work.

[Appendix 17 - Absence Request Form](#)

[Appendix 18 - Request for Medical Information and Physician Opinion](#)

19. WORKERS' COMPENSATION

An employee who is incapacitated and unable to work because of an accident sustained while on duty in the service of the Town within the meaning of the [Workers' Compensation Act](#), shall receive compensation directly from the Workers' Compensation Board (WCB) for the period of disability extended past the date that the accident occurred.

If an employee is incapacitated and unable to work because of an accident sustained while on duty in the service of the Town and is not disabled for longer than the day of the accident, the employee shall receive their regular earnings for the remainder of the shift directly from the Town.

An employee receiving Workers' Compensation benefits directly from the Workers' Compensation Board shall remain in the continuous service of the Town, however, the employee will cease to earn sick leave credits and vacation entitlements and will not be entitled to statutory holiday pay for any statutory holiday falling within the period for which the employee is receiving Workers' Compensation benefits.

Employees will be eligible to use their accumulated sick leave credit while waiting to have their WCB claim approved. Once the WCB claim is approved and the Town receives compensation reimbursement for the regular earnings paid to the employee during the approval waiting period, the sick leave credits will be reinstated to the employee.

Benefits while on WCB

Employees who receive temporary total or partial disability benefits from the Workers' Compensation Board continue their membership in the pension and benefit plan, provided they remain employees of the Town. Contributions are still required as if the member were actively performing service for the Town.

Refer to the following Health Benefits and RRSP Sections 20 & 21 for further information.

20. HEALTH BENEFITS

Permanent Full-time employees and permanent Part-time employees who have successfully completed their probationary period shall be entitled to health benefits, some of which are mandatory as stipulated below. Participating in the benefits program is compulsory for all eligible employees unless they provide proof of similar or superior coverage elsewhere.

The Town shall provide for an Employee Benefits Plan, which includes the benefits outlined below. More detailed benefits information is available through the benefits provider. The Town shall pay the following percentage of the total premium cost, with the remainder being deducted directly from the employee's pay, for the following benefits:

<u>Benefit</u>	<u>Town Proportion of Premium</u>
Group Life (Mandatory)	100%
Short-term Disability	0%
Long-Term Disability	0%
Extended Health	75%
Dental	75%
Employee Assistance Program	100%
Health Spending	100%

Employees will pay one hundred percent (100%) of the total premium for short-term and long-term disability to avoid such benefit becoming taxable when claimed.

The Town reserves the right to review and change benefit providers and/or coverage from time to time as it deems appropriate. Employees will be advised in writing of any such changes.

The benefit provider makes all decisions regarding the benefit program at their sole discretion according to the benefit policy terms. The Town bears no responsibility or liability for such decisions. Questions or concerns regarding such decisions should be directed to the provider of the benefit in question.

When an employee is on one of the following types of leave:

- Workers' Compensation Benefit (WCB)
- Short-term disability
- Long-term disability

- Unpaid leave of absence
- Reservists leave
- Maternity/Parental/Adoption Leave
- Compassionate care leave
- Death or disappearance of a child leave
- Critical illness leave
- Long-term illness and injury leave

for more than thirty (30) days, the employee shall have the option to continue benefit coverage. The employee must pay monthly, both the employee and the employer portions of the benefits premiums to continue coverage.

The Town will invoice the employee the pro-rata benefits premium for the period between the end of the thirty (30) day leave period and the end of that same calendar month. The full cost of benefits will be invoiced monthly thereafter. If premiums are not paid within thirty (30) days of the invoice date, the employee will be terminated from the health benefit plan and advised in writing.

Upon termination or resignation, employees will be advised of the period within which benefits will expire as well as the period to convert benefits to the employee's private coverage.

21. RRSP BENEFITS

The Town will pay matching benefits towards employees' personal RRSP plans up to a maximum of \$300 per month for all full-time permanent employees who have passed the ninety (90) day probationary period.

Managers will receive an additional benefit from the Town of \$300 per month.

Contributions will be sent from the Town by cheque directly to the employee's eligible RRSP provider every two months.

When an employee is on the following leave of absences:

- Workers' Compensation Benefit (WCB)
- Short-term disability
- Long-term disability

RRSP contributions continue as if the employee was still working. The Town will invoice employees monthly for the employee portion of the RRSP contribution. The Town must receive the employee contribution within thirty (30) days of the invoice date.

The Town also matches half of the employee's paid portion of short-term disability and long-term disability premiums, contributed to the employee's RRSP plan.

[Appendix 19 - RRSP Enrollment Form](#)

22. LEAVE OF ABSENCES

22.1 Paid Family Responsibility Leave

An employee who has been employed by the Town for at least ninety (90) days is entitled to up to five (5) days of paid leave as necessary to arrange for the health, care, or education of an immediate family member.

Unused paid family responsibility leave days are not cumulative and cannot be carried forward into a new calendar year.

22.2 Unpaid Personal and Family Responsibility Leave

An employee who has been employed by the Town for at least ninety (90) days is entitled to up to five (5) days of unpaid leave per calendar year, but only to the extent the leave is necessary for the health of the employee or for the employee to meet their family responsibilities in relation to a family member, as defined in the [Employment Standards Code](#).

Before taking personal or family responsibility leave, the employee must give the Town as much notice as is reasonable and practical in the circumstances.

Unused unpaid personal and family responsibility leave days are not cumulative and cannot be carried forward into a new calendar year.

During an unpaid personal and family responsibility leave, the employee shall cease to accrue further sick leave credits or vacation entitlements. All accumulated entitlements at the time the employee commenced the unpaid leave will remain intact and be available for use upon the employee's return to work.

Following an unpaid personal and family responsibility leave, the employee will be reinstated into their position or into a position of a comparable nature without reduction to earnings or benefits that had accrued to the employee when the leave started.

An employee on unpaid personal and family responsibility leave will not be terminated while on leave unless the termination is due to the suspension or discontinuation in whole or in part of the business, undertaking, or activity in which the employee was employed.

22.3 Bereavement Leave

Up to five (5) days of paid bereavement leave may be taken for the death of an Immediate Family Member, provided such leave commences within seven (7) consecutive days immediately following the death.

Unused bereavement leave days are not cumulative and cannot be carried forward into a new calendar year.

An employee may make a request to use available vacation entitlement in addition to bereavement leave or in respect of the death of an individual other than an Immediate Family Member. Such requests will not be unreasonably denied.

22.4 Paid Leave of Absences

The Town will grant a leave of absence without loss of regular earnings to an employee who is called to jury duty provided that the employee reimburses the Town for any amounts provided to them by the Court relative to such duty.

The Town will grant a leave of absence without the loss of regular earnings to an employee who is required to testify at a Court proceeding involving the Town.

22.5 Unpaid Leave of Absence

Managers or Supervisors, in consultation with the Town Manager, must approve unpaid leaves of absences. The request for leave is submitted in advance to their Manager, in writing, and must include information regarding the purpose of the leave, the duration of the leave, and the expected date of return to work. If approved, the request will be endorsed by the Manager and written confirmation provided to the employee.

An employee is required to provide at least fourteen (14) days written notice of their request to return to work if the date of return is earlier than specified in their original leave application. The request for an early return from leave will be granted at the sole discretion of the Town Manager. If the request is denied, the employee is obligated to return to work on the date specified in their original leave request.

An employee on an unpaid leave will not be terminated while on leave unless the termination is due to the suspension or discontinuation in whole or in part of the business, undertaking, or activity in which the employee was employed.

The failure to return from a leave of absence on the date specified in the original leave request or the approved alternate date will, however, result in the automatic termination of the employee's employment, unless failure to return was due to unpreventable or unforeseeable circumstances.

Unpaid leaves of absence are not cumulative and cannot be carried forward into a new calendar year.

During an approved unpaid leave of absence, the employees shall cease to accrue further sick leave credits and vacation entitlements. All accumulated entitlements at the time that the employee commenced the unpaid leave will remain intact and be available for use by the employee upon their return to work.

22.6 Reservist Leave

An employee who has completed at least twelve (12) consecutive weeks of employment with the Town and is a military reservist is entitled to unpaid reservist leave to take place in the following operations or activities:

- Deployment to a Canadian Forces operation outside Canada.
- Deployment to a Canadian Forces operation inside Canada that is or will be assisting in an emergency or with its aftermath.
- Subject to the regulations, annual training, including related training and related travel time, for an amount of up to twenty (20) days per calendar year.

An employee who intends to take reservist leave must give the Town at least four (4) weeks written notice. Notice must include the date the reservist leave is to start and the estimated date on which the employee intends to resume work. If an employee cannot comply with the notice requirement because of deployment in urgent circumstances, the employee must advise the Town in writing of the reservist leave as soon as possible.

Employees are also required to give proof of leave through a written document from the employee's commanding officer, citing the day on which leave is to start and the estimated, or actual length of the leave. If the employee is on leave for longer than four (4) weeks, then the employee must give four (4) weeks written notice of the date the employee intends to return to work. If an employee has been on leave for less than four (4) weeks, then the employee must give written notice as soon as possible as to the day of return. The employee must resume work on the date specified in the written notice unless an alternate time has been pre-approved in writing. The failure to return as required on the specified date will result in the automatic termination of employment unless failure to return was due to unpreventable or unforeseen circumstances.

Unpaid reservist leave days are not cumulative and cannot be carried forward into a new calendar year.

During a reservist leave, the employee shall cease to accrue further sick leave credits or vacation entitlements. All accumulated entitlements at the time the employee commenced the unpaid leave will remain intact and be available for use upon the employee's return to work.

Following a reservist leave, the employee will be reinstated into their position or into a position of a comparable nature without reduction to earnings or benefits that had accrued to the employee when the leave started.

22.7 Maternity, Parental, and Adoption Leave

Maternity, parental, or adoption leave shall be granted in accordance with the provisions of the [Employment Standards Code](#), as may be amended from time to time.

A pregnant employee who has been employed with the Town for at least ninety (90) days is entitled to unpaid maternity leave. The employee is entitled to a period of sixteen (16) weeks' maternity leave starting any time within the thirteen (13) weeks immediately preceding the estimated date of delivery.

A pregnant employee whose pregnancy ends because of miscarriage or stillbirth within sixteen (16) weeks of the estimated due date is entitled to maternity leave.

An employee who takes maternity leave must take at least six (6) weeks of leave immediately following the date of delivery unless the employee provides medical verification of their fitness to return to work earlier. A pregnant employee must give at least six (6) weeks written notice of the date upon which they intend to commence maternity leave unless they provide medical verification of the need to commence maternity leave sooner. The Town reserves the right to require an employee to start maternity leave at any time during the twelve (12) weeks immediately preceding the estimated date of delivery if, in the Town's opinion, the pregnancy is interfering with the employee's ability to perform their duties. The Town will provide the employee written notice of any requirement to start a maternity leave.

In addition to the maternity leave described above, the Town will grant parental/adoption leaves as follows:

- A period of sixty-two (62) consecutive weeks immediately following the last day of maternity leave.
- A period of sixty-two (62) weeks within the seventy-eight (78) weeks following the child's birth where the parent has been employed with the Town for at least ninety (90) days or,
- In the case of an adoptive parent who has been employed with the Town for at least ninety (90) days, a period of sixty-two (62) consecutive weeks within the seventy-eight (78) weeks after the child is placed.
- If the Town employs both parents, parental leave may be shared between the parents if the combined period of parental leave does not exceed sixty-two (62) weeks. An employee must give the Town at least six (6) weeks written notice of the date upon which the employee wishes to commence parental leave, except where medical documentation is provided necessitating parental leave commence sooner, or an adopted child's placement is unforeseen.

An employee must give the Town at least four (4) weeks written notice of the date upon which they intend to resume work following maternity, parental, or adoption leave. The employee is not entitled to resume work prior to the date specified in the written notice and must resume work at that time unless an alternate time has been pre-approved in writing. The failure to return as required on the date specified will result in the automatic termination of employment unless failure to return was due to unpreventable or unforeseen circumstances.

Unused maternity, parental or adoption leave days are not cumulative and cannot be carried forward into a new calendar year.

During the maternity, parental, or adoption leave, the employee shall cease to accrue further sick leave credits or vacation entitlements. All accumulated entitlements at the time the employee commenced the leave will remain intact and be available for use by the employee upon their return.

Following maternity, parental, or adoption leave, the employee will be reinstated into their position or into a position of a comparable nature without reduction to earnings or benefits that accrued to the employee when the leave started.

An employee on maternity, parental, or adoption leave will not be terminated while on leave unless the termination is due to the suspension or discontinuation in whole or in part of the business, undertaking, or activity in which the employee was employed or as otherwise provided for under the [Employment Standards Code](#).

22.8 Compassionate Care Leave

An employee who has been employed by the Town for at least ninety (90) days is entitled to unpaid compassionate care leave for a period of up to twenty-seven (27) weeks for the purposes of providing care and support to a seriously ill family member. Family member includes:

- a) A spouse or common law partner of the employee.
- b) A child of the employee or child of the employee's spouse or common law partner.
- c) A parent of the employee or parent of the employee's spouse or common law partner.
- d) Members of a class of persons designated in the *Regulations* or defined by the [Employment Standards Code](#).

If more than one family member is employed by the Town, the compassionate care leave may be shared between the employees if the combined period of compassionate care leave does not exceed twenty-seven (27) weeks.

The employee must provide the Town with a medical certificate issued by a physician stating that the family member named in the certificate has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the date the certificate is issued or, if the leave commenced before the certificate was issued, then the day leave

began so the employee could commence care and support to one or more family members.

An employee who wishes to take compassionate care leave must give the Town at least two (2) weeks written notice. Written notice must include the estimated date of the employee's return to work. Should a shorter period of notice be necessary due to the nature of the compassionate care, notice should be provided as soon as is reasonable and practical in the circumstances.

Compassionate care leave may be taken in one or more periods, but no period of leave may be less than one (1) week in duration. Compassionate care leave ends on the earliest of the following:

- a) The last day of work of the week in which the family member named in the medical certificate dies, or
- b) The last day of work of the week in which an employee ceases to provide care or support to the seriously ill family member, or
- c) The twenty-seven (27) weeks of compassionate care leave ends.

An employee who has been on compassionate care leave must provide at least one (1) week written notice of the date on which the employee intends to return to work unless the Town and the employee agree otherwise. Failure to return on the date specified will result in the automatic termination of employment unless failure to return was due to unpreventable or unforeseen circumstances. An employee who has been on compassionate care leave who elects not to return to work after the leave has ended must give the Town at least two (2) weeks written notice.

Unused compassionate care leave days are not cumulative and cannot be carried forward into a new calendar year.

During compassionate care leave, the employee shall cease to accrue further sick leave credits or vacation entitlements. All accumulated entitlements at the time the employee commenced the unpaid leave will remain intact and be available for use by the employee upon their return.

Following completion of compassionate care leave, the employee will be reinstated into their position or into a position of comparable nature without reduction to earnings or benefits that had accrued to the employee when the leave started.

An employee on compassionate care leave will not be terminated while on leave unless the termination is due to the suspension or discontinuation in whole or in part of the business, undertaking, or activity in which the employee was employed or as otherwise provided for under the [Employment Standards Code](#).

22.9 Death or Disappearance of Child Leave

An employee who has been employed with the Town for at least ninety (90) days is entitled to a period of unpaid leave of fifty-two (52) weeks if the employee is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as the result of a crime.

An employee who has been employed with the Town for at least ninety (90) days is entitled to a period of unpaid leave of up to one hundred and four (104) weeks if the employee is the parent of a child who has died and it is probable, considering the circumstances, that the child died because of a crime.

The employee will not be entitled to death or disappearance of child leave if they are charged with a crime that resulted in the death or disappearance of the child.

An employee who wishes to take death or disappearance of child leave must provide reasonable verification of their entitlement to death or disappearance of a child leave and give the Town written notice of their intent, as soon as is reasonable and practical in the circumstances. Written notice should include the estimated date of the employee's return to work, if known.

In the case of a child who disappears and is subsequently found alive, the employee is to return to work the earlier of fourteen (14) days after the date on which the child is found

and fifty-two (52) weeks after the date on which the child disappeared. In the case of a child who disappears, and the child is subsequently found deceased because of a crime, the employee is to return to work one hundred and four (104) weeks after the date on which the child disappeared.

Notwithstanding the foregoing, death or disappearance of child leave will end on:

- a) The date that the employee, who has been on death or disappearance of child leave is subsequently charged with the crime that resulted in the death or disappearance, or
- b) The date that it becomes improbable that the death or disappearance of the child was the result of a crime.

An employee who has been on death or disappearance of child leave must provide at least one (1) week written notice of the date on which the employee intends to return to work unless the Town and the employee agree otherwise. The failure to return as required on the date specified will result in the automatic termination of employment unless failure to return was due to unpreventable or unforeseeable circumstances. An employee who has been on death or disappearance of child leave who elects not to return to work after the leave has ended must give the Town at least two (2) weeks written notice.

Unused death or disappearance of child leave days are not cumulative and cannot be carried forward into a new calendar year.

During death or disappearance of child leave, the employee shall cease to accrue further sick leave credits or vacation entitlements. All accumulated entitlements at the time that the employee commenced the unpaid leave will remain intact and be available for use by the employee upon their return to work.

Following the course of death or disappearance of child leave, the employee will be reinstated into their position or into a position of comparable nature without reduction to earnings or benefits that had accrued to the employee when the leave started.

An employee on death or disappearance of child leave will not be terminated while on leave unless the termination is due to the suspension or discontinuation in whole or in

part of the business, undertaking, or activity in which the employee was employed or as otherwise provided for under the [Employment Standards Code](#).

22.10 Critical Illness

An employee who has been employed by the Town for at least ninety (90) days is entitled to a period of unpaid critical illness leave of up to:

- a) Thirty-six (36) weeks for the purpose of providing care or support to a critically ill child under the age of 18 or,
- b) Sixteen (16) weeks for the purpose of providing care or support to a critically ill family member, as defined in the [Employment Standards Code](#).

If more than one employee is eligible for the critical illness leave for the same child or family member, the Town is not required to grant critical illness leave to more than one employee at a time.

If more than one child or family member of the employee becomes critically ill because of the same event, the period in which the employee may take critical illness leave begins on the earlier of:

- a) The start date of when the child or family member requires care or support; or
- b) The date the leave began if started before a medical certificate can be issued.

And the leave ends the earlier of:

- a) The last day of the work week in which the last critically ill child or family member dies; or
- b) The end of the thirty-six (36) week period following the date leave began for a critically ill child; or
- c) The end of care or support date listed on the medical certificate for the critically ill child or family member; or

- d) The last day of the work week in which the employee ceases to provide care and support to the critically ill child or family member.

The employee must provide the Town with a medical certificate issued by a physician that states all the following:

- a) That the child or family member is critically ill and requires the care and support of one or more persons.
- b) The start date for the period in which the child or family member requires care or support or,
- c) If leave began before the certificate is issued, the day leave began.

An employee who wishes to take critical illness leave must give the Town two (2) weeks written notice of their intent, or as much time as is reasonable and practical given the circumstances. Written notice should include the estimated date of the employee's return to work, if known.

Critical illness leave may be taken in one or more periods, but no period of leave may be less than one (1) week duration. If, at the end of the critical illness leave period, the child or family member remains critically ill and care or support is still required, the employee may request a new critical illness leave after providing a new medical certificate.

An employee who has been on critical illness leave must provide at least one (1) week written notice of the date on which the employee intends to return to work unless the Town and the employee agree otherwise. The failure to return on the date specified will result in automatic termination of employment unless failure to return was due to unpreventable or unforeseeable circumstances. An employee who has been on critical illness leave who elects not to return to work after the leave has ended must give the Town at least two (2) weeks written notice.

Unused critical illness leave days are not cumulative and cannot be carried forward into a new calendar year.

During critical illness leave, the employee shall cease to accrue further sick leave credits or vacation entitlements. All accumulated entitlements at the time that the employee commenced the unpaid leave will remain intact and be available for use by the employee upon their return to work.

Following critical illness leave, the employee will be reinstated into their position or into a position of a comparable nature without reduction to earnings or benefits that had accrued to the employee when the leave started.

An employee on critical illness leave will not be terminated while on leave unless the termination is due to the suspension or discontinuation in whole or in part of the business, undertaking, or activity in which the employee was employed or as otherwise provided for under the [Employment Standards Code](#).

22.11 Long-Term Illness & Injury Leave

An employee who has been employed by the Town for at least ninety (90) days is entitled to unpaid long-term illness and injury leave for a period of up to sixteen (16) weeks.

An employee who wishes to take long-term illness and injury leave must give the Town as much notice as is reasonable given the circumstances and must provide the Town with a medical certificate issued by a physician or nurse practitioner stating the estimated duration of the leave. If the employee is unable to obtain a certificate prior to commencing leave, one must be provided as soon as is reasonable and practical to do so.

An employee who has been on long-term illness and injury leave must provide at least one (1) week written notice of the date the employee intends to return to work unless the Town and the employee agree otherwise. Failure to return on the date specified will result in automatic termination of employment unless failure to return was due to unpreventable or unforeseeable circumstances.

An employee who has been on long-term illness and injury leave who elects not to return to work after the leave has ended must give the Town at least two (2) weeks written notice.

Unused long-term illness and injury leave days are not cumulative and cannot be carried forward into a new calendar year.

During long-term illness and injury leave, the employee shall cease to accrue further sick leave credits or vacation entitlements. All accumulated entitlements at the time that the employee commenced unpaid leave will remain intact and be available for use by the employee upon their return to work.

Following long-term illness and injury leave, the employee will be reinstated into their position or into a position of a comparable nature without reduction to earnings or benefits accrued to the employee when the leave started.

An employee on long-term illness and injury leave will not be terminated while on leave unless the termination is due to the suspension or discontinuation in whole or in part of the business, undertaking, or activity in which the employee was employed or as otherwise provided for under the [Employment Standards Code](#).

22.12 Domestic Violence Leave

An employee who has been employed by the Town for at least ninety (90) days is entitled to a period of unpaid domestic violence leave of up to ten (10) days per calendar year.

Domestic violence leave occurs when an employee, an employee's dependent child, or a protected adult who lives with the employee, is subject to any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person; any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person; conduct that reasonably, and in all circumstances,

constitutes psychological or emotional abuse; forced confinement; sexual contact that is coerced by force or threat of force; or stalking.

The employee may take domestic violence leave for one or more of the following purposes:

- a) To seek medical attention for the employee, the employee's dependent child, or a protected adult in respect of the physical or psychological injury or disability caused by the domestic violence.
- b) To obtain services from a victims' services organization.
- c) To obtain psychological or other professional counselling for the employee, the employee's dependent child, or a protected adult.
- d) To relocate temporarily or permanently.
- e) To seek legal or law enforcement assistance, including preparing for or participating in legal proceedings related to or resulting from the domestic violence.

Before taking domestic violence leave, the employee must give the Town as much notice as is reasonable and practical given the circumstances. Notice should include the estimated date of the employee's return to work, if known.

Unused domestic violence leave days are not cumulative and cannot be carried forward into a new calendar year.

During domestic violence leave, the employee shall cease to accrue further sick leave credits or vacation entitlements. All accumulated entitlements at the time that the employee commenced unpaid leave will remain intact and be available for use by the employee upon their return to work.

Following domestic violence leave, the employee will be reinstated into their position or into a position of a comparable nature without reduction to earnings or benefits accrued to the employee when the leave started.

An employee on domestic violence leave will not be terminated while on leave unless the termination is due to the suspension or discontinuation in whole or in part of the business,

undertaking, or activity in which the employee was employed or as otherwise provided for under the [Employment Standards Code](#).

22.13 Leave for Citizenship Ceremony

An employee who has been employed by the Town for at least ninety (90) days is entitled to up to one-half (1/2) day of unpaid leave to attend a citizenship ceremony to receive a certificate of citizenship as provided for under the *Citizenship Act (Canada)*.

Before taking a leave for a citizenship ceremony, the employee must give the Town as much notice as is reasonable and practical under the circumstances.

Unused citizenship ceremony leaves are not cumulative and cannot be carried forward in a new calendar year.

Following a citizenship ceremony leave, the employee will be reinstated into their position or into a position of a comparable nature without reduction to earnings or benefits accrued to the employee when the leave started.

An employee on citizenship ceremony leave will not be terminated while on leave unless the termination is due to the suspension or discontinuation in whole or in part of the business, undertaking, or activity in which the employee was employed or as otherwise provided for under the [Employment Standards Code](#).

An **Absence Request Form** must be completed and then authorized by the Manager or Supervisor for the period of the *paid absence* and a **Leave of Absence Form** must be completed and then authorized by the Manager or Supervisor for the period of the *unpaid absence*.

[Appendix 17 – Absence Request Form](#)

[Appendix 20 – Leave of Absence Form](#)

23. WORKPLACE HEALTH & SAFETY

The Town provides a work environment and service where health and safety risks to employees and Members of the Public are minimized to the greatest extent possible, unnecessary hazards are eliminated, and incident prevention is prioritized.

Employees are required to adhere to the health and safety policies of the Town, as may be amended from time to time, and such policies, procedures, and protocols must always be followed.

Employees are bound by these safety policies which conform with or exceed the requirements and standards as outlined in the [Occupational Health and Safety Act](#) and [Regulations](#). Failure to adhere to these policies, procedures, and protocols, or the intentional disregard for safety in any manner, will result in disciplinary action, up to and including immediate termination for just cause.

The Town encourages and invites input from employees regarding health and safety issues as well as suggestions for addressing such issues. No employee will suffer any retaliation or repercussion relative to any term or condition of employment because of raising a reasonable health and safety concern.

24. PERFORMANCE APPRAISAL

The Town believes that providing employees with regular feedback relative to their performance is critical to maintaining positive employee relations and high-quality public service. Performance appraisals are intended to be a constructive tool for recognizing areas of exceptional performance as well as identifying areas in need of improvement.

Performance shall be measured regarding the duties of the position described in the employee's job description, compliance with policies, procedures, and regulations, the employee's interrelationships with others inclusive of staff, Council, and Members of the Public, as well as the employee's overall effectiveness.

The Manager or Supervisor will conduct performance appraisals annually. All effort will be made to conduct the appraisal within the last month of the calendar year, and no later than the end of January of the following year. Managers or Supervisors will provide feedback on the employee's performance through the **Performance Review Form**. These forms shall be completed prior to the appraisal meeting and will be filed in the employee's personnel file.

The employee will receive a copy of the performance appraisal.

Where areas in need of improvement are identified, Managers or Supervisors will ensure the employee is aware of the precise expectations relative to improvement, and both the Manager or Supervisor and the employee will develop a strategy for improvement.

Performance appraisals shall also include the discussion of goals for the upcoming calendar year.

Merit raises on the salary grid are related to performance appraisal and are determined by the Manager or Supervisor to a maximum of two steps.

Reclassifications on the salary grid must be authorized by the Town Manager prior to the performance appraisal meeting.

Managers or Supervisors will conduct performance evaluations prior to the end of an employee's probationary period.

Managers or Supervisors will conduct informal mid-year performance reviews to follow-up with employees regarding their on-going performance and the progress of goals. Both the Manager or Supervisor and the employee shall complete the **Mid-Year Review Forms**. Managers or Supervisors complete the Mid-Year Review CAO or Manager Form, and employees complete the corresponding Mid-Year Review Employee Form.

Nothing in this policy prevents the Town from conducting performance appraisals of any employee more frequently if it is deemed appropriate.

[Appendix 9 – Non-Supervisor Performance Review](#)

[Appendix 10 – Supervisor Performance Review](#)

[Appendix 11 – Simplified Performance Review \(Temporary or Seasonal\)](#)

[Appendix 21 - Mid-Year Review CAO or Manager Form](#)

[Appendix 22 - Mid-Year Review Employee Form](#)

25. RESIGNATION

Employees are required to provide the Town with the following notice of resignation periods:

- Notice period for length of employment more than ninety (90) days and less than two (2) years is one (1) week.
- Notice period for length of employment two (2) years or more is two (2) weeks.

Upon receipt of such notice, the Town may, at its sole discretion, choose to expedite the notice period by providing pay in lieu of notice to the employee in the amount that the employee would have earned had the employee worked the required notice period.

An exit interview may be conducted upon resignation.

Should the employee not give the required notice, the municipality is required to pay, within ten (10) days after the date on which notice would expire, any earned wages, unused accumulated vacation or vacation pay, and banked overtime in lieu of overtime pay.

The Record of Employment will be submitted electronically to Service Canada the earlier of five (5) calendar days from the end of the final pay period or fifteen (15) calendar days after the final pay date, whichever occurs first.

[Appendix 23 – Exit Interview](#)

[Appendix 24 – Acceptance of Resignation \(Template\)](#)

26. DISCIPLINE

The Town reserves the right to discipline employees for poor conduct, unsatisfactory job performance, infractions of the Town's rules, regulations, and/or policies, including the Occupational Health and Safety policies, or any other misconduct.

In determining the appropriate course of discipline, the Town will consider all the following:

- Nature of the misconduct.
- The employee's disciplinary history.
- The employee's length of service.
- The impact, or potential impact, of the misconduct on the Town.

The Town will, as soon as practical, act on an allegation of misconduct. Prior to any disciplinary action, the employee in question will be provided with the opportunity to answer to the allegation, provide an explanation or apologize for the wrongdoing. Where the circumstances warrant, an employee may be suspended on a with-pay or without-pay basis pending the outcome of an investigation into the allegations.

Following the outcome of the investigation, a determination will be made as to the appropriate course of action in the circumstances and may include any of the following:

- Verbal warning (documented to acknowledge occurrence)
- Written warning
- Suspension (without pay)

- Termination for just cause without the provision of notice or pay in lieu.

The Town generally follows a system of progressive discipline; however, this does not prevent the Town from foregoing any step in the chain of progressive discipline as may be warranted by the circumstances.

All written warnings will form part of the employee's personnel file. Employees receiving discipline will be provided with a copy of the discipline and be required to acknowledge receipt of the same. Written discipline will not be removed from the employee's file at any time, however, should an employee show marked improvement, the Town may provide the employee with a letter of commendation acknowledging the improvement, which will also be placed in their file.

Should it be warranted, Managers or Supervisors will collaborate with the employee on a performance improvement plan and follow-up with the progress of the plan during the timeframe described within the plan.

[Appendix 25 - Letter Confirming Verbal Warning \(Template\)](#)

[Appendix 26 - Letter of Warning and Reprimand \(Template\)](#)

[Appendix 27 - Performance Improvement Plan \(Template\)](#)

27. CONFLICT MANAGEMENT PROCEDURE

If an employee wishes to resolve a Grievance, the following procedures shall be followed:

- The employee shall consult with their direct Manager or Supervisor to resolve the concern.
- If the concern cannot be resolved, the problem shall be given in writing to the employee's immediate Manager or Supervisor.
- A discussion shall be held with the Manager or Supervisor.
- If the grievance relates to the Manager, the employee can consult directly with the Town Manager.

- If the grievance relates to the Town Manager, the concern should be brought to the attention of a member of Town Council.
- The immediate Manager or Supervisor, Town Manager, or Town Council shall give their decision in writing.
- If the employee wishes to appeal the decision, they shall give written notice to their immediate Manager or Supervisor.
- The written appeal will be given to the Town Manager or Town Council (if appeal relates to Town Manager), who shall meet with the employee and the immediate Manager or Supervisor or Town Manager to review the appeal.
- The Town Manager or Town Council (if appeal relates to Town Manager) shall give the final decision in writing to the employee and immediate Manager or Supervisor or Town Manager after reviewing the appeal.
- If the grievance relates to the employee's direct Supervisor, the employee can consult directly with the Manager.
- In any circumstance, the employee may discuss a grievance with Human Resources, who may then act as a liaison for the employee.

28. TERMINATION

The Town reserves the right to terminate the employment of any employee at any time for just cause.

Further, the Town reserves the right to terminate the employment of any employee for any reason upon the provision of the minimum notice requirements, pursuant to the [Employment Standards Code](#), or the payment of salary in lieu thereof. The current minimum termination requirements are as follows:

- a) At least one (1) week if the employee has been employed by the Town for more than ninety (90) days but less than two (2) years.

- b) At least two (2) weeks if the employee has been employed by the Town for more than two (2) years but less than four (4) years.
- c) At least four (4) weeks if the employee has been employed by the Town for more than four (4) years but less than six (6) years.
- d) At least five (5) weeks if the employee has been employed by the Town for more than six (6) years but less than eight (8) years.
- e) At least six (6) weeks if the employee has been employed by the Town for more than eight (8) years but less than ten (10) years.
- f) At least eight (8) weeks if the employee has been employed by the Town for ten (10) years or more.

All employees who are terminated, whether with just cause or without cause, will be provided the following:

- a) A reason for their termination.
- b) Payment of any amounts earned or accrued and owing to them at the time of termination, including banked overtime, vacation pay, and salary to the date of termination.
- c) Information regarding the termination of their benefits.
- d) A letter confirming all the above.

In addition to the list of items above, employees terminated without cause will also be provided with either working notice of their termination, or the payment of salary in lieu thereof.

Prior to making any decisions relative to termination, the Town will consult with legal counsel, obtain a written legal opinion, and follow the advice contained therein.

[Appendix 28 - Just Cause Termination Letter \(Template\)](#)

[Appendix 29 - Without Cause Termination Letter \(Template\)](#)

[Appendix 30 - Letter Confirming Employment](#)

[Appendix 31 - Sample Release Form](#)

29. RETIREMENT

From time to time, the Town reserves the right to implement a voluntary retirement incentive program for its employees at its sole discretion.

Employees shall give four (4) months' notice of retirement or as much notice as is reasonable and practical under their circumstances.

30. TRAINING AND DEVELOPMENT

The Town believes in the value of ongoing education, skill development, and qualification enhancement, and is dedicated to maintaining a workforce that is appropriately trained.

From time to time, the Town may require employees to attend training or educational courses. Where an employee is required to do so, the employee will not suffer a loss of regular earnings, nor will they bear the cost of such training.

The Town will pay for all reasonable expenses relating to training or education so approved by the Town, which is directed at enhancing the qualifications of the employee towards the performance of their job.

When an employee wishes to pursue job-related training or educational upgrading that the Town does not specifically require them to attend, the employee may make such a request, in writing, specifying the nature, duration, date of return to work, location, and all costs associated with this optional training. Approval to attend such optional training will be at the sole discretion of the Town and may be granted either as an unpaid leave with the costs of the program to be covered by the Town, or a paid leave with the costs of the program covered by the Town.

A **Training and Development Agreement** must be submitted and approved by the Manager or Supervisor prior to commencing optional training which describes the

assistance that will be provided to the employee, as well as the terms and conditions associated with the assistance. A **Training and Development Agreement** should be completed for all optional training or educational upgrading programs where the total cost exceeds \$750. Training and Development Agreements are not required for conferences, conventions, seminars, or webinars.

If the employee resigns from their position or is terminated for just cause within three (3) years of completing the optional training or education, the employee shall reimburse the Town all expenses related to the training or education.

The amount to be refunded shall be calculated over three (3) years on a pro-rated basis as specified in the agreement. The amount owing can be deducted from any amount payable to the employee by the Town.

Requests to attend training or educational programs unrelated to the employee's duties will not be granted.

[Appendix 32 - Training and Development Agreement](#)

31. EXPENSE REIMBURSEMENT

The Town will reimburse the legitimate job-related expenses incurred by employees on the following basis:

- Employees must complete the **Expense Form** which should include the nature of the expense, the reason for the expense, and the amount.
- All claims for expense reimbursement must be submitted to the Town within thirty (30) days of the date of the expense.
- The employee's immediate Manager or Supervisor must sign all claims.

Where the Town requires an employee to use their own vehicle for work purposes, the employee shall be paid mileage based upon the Town mileage rate at the time. Travel between the Town and home shall not be included.

[Appendix 33 - Expense Form](#)

32.EMPLOYEE PRIVACY

Personal Employee Information

Personal employee information specifically refers to personal information that is reasonably required by the Town for the purpose of establishing, managing, or terminating an employment relationship. Such information includes the employee's home address and phone number, SIN number, employee health information, date of birth, formal and informal evaluations, resumes, letters of reference, and reference checks. It specifically excludes information that is not related to an individual's employment.

Consent Not Required

The Town is not required to obtain the consent of an employee to collect, use, or disclose personal information where the information is for recruitment purposes. The Town is not required to obtain the consent of an employee to collect, use, or disclose personal information where the information relates to a work-related investigation. Investigations include investigations relating to a breach of employment agreement, common law principles of employment, legislation, or regulations. The Town will not undertake any investigations without first having reasonable grounds to believe that the suspected breach is likely to occur or has already occurred. As well, the method of investigation will be reasonable regarding the circumstances.

Job Applications

Personal information collected in the job application process may include job applications (letters or forms), questionnaires, and personal interviews. The express consent of an applicant is not required for the collection of this information; however, such information must be for the purpose of establishing the employment relationship and relevant to the

job application process. Information collected in the application process of non-successful applicants will be kept in accordance with the Town's [Records Retention Bylaw 2020-08](#).

Reference Checks

The Town will obtain the express consent of an applicant before collecting information from listed references unless the applicant has included such information in the job application. Also, the Town will not disclose information about a current or former employee to a potential employer in the future without express consent.

Criminal Record Check and Driver's Abstract

The Town may require a criminal record check and/or driver's abstract upon employment. The criminal record check must be obtained from an RCMP station and cannot be completed online unless the online document contains a link to verify the contents, however this will be at the discretion of the Town Manager. The Town will not disclose the contents of the criminal record check or driver's abstract without express consent.

E-Mail and Internet Use and Monitoring

The Town may monitor employee's e-mail and internet use strictly for employment related purposes such as measuring productivity and compliance with the Town Computer, E-mail, and Internet Use Section of the Employment Policy. The Town may use monitoring, which is transparent, appropriately consented to, and reasonable, for the purpose of establishing, managing, or terminating the employment relationship.

Employee Benefit and Pension Plan Information

For an employee to participate in these programs, if eligible, the Town collects information from employees and discloses the information to the insurers and/or administrators of these plans. These programs have privacy policies and are bound by the same privacy legislation. This is reasonable and necessary disclosure to facilitate coverage in these programs.

33.COMPUTER, E-MAIL, INTERNET, ELECTRONIC DEVICE, AND CELL PHONE USE

Computer Use

Computers are provided to employees for business use only. Although an employee may need to use such computer for personal reasons, such use should be brief and infrequent.

Employees are required to adhere to the following:

- To not store personal documents on the computer hard drive.
- To not play or install computer games on the computer hard drive.
- To not download or install any software unless the approval of the Manager has been granted in advance.
- Computers and related software and equipment are Town property. To prevent problems and protect the Town from liability, the Town reserves the right to examine all files, e-mail directories, and other information stored on Town owned computers and devices.
- Software is subject to licensing agreements. To prevent liability, employees must not remove, copy, or install Town licensed software on a personal computer. Should an employee need access to software at home, the Manager will determine if such access is necessary and may provide a valid, licensed copy.
- Employees should always scan for viruses before opening files contained on removable storage devices or downloaded from the Internet.
- To prevent viruses, employees should only open business-related e-mail attachments send from known and reputable sources. Employees should refrain from opening e-mail attachments that are wave files, video files, or executable files as these file types are more likely to contain viruses.

Internet and E-Mail

The Town may provide Internet and e-mail access to enable employees to perform their job effectively. The Town expects Internet and e-mail use to be restricted to work-related activities. Although occasional personal use is acceptable, an employee may only do so outside working hours where it does not interfere with any other employee's work.

Internet and e-mail are effective business tools, but they can also be misused or abused. To prevent problems and protect the Town from liability, the Town reserves the right to monitor employee Internet use, to read e-mail messages, and to open e-mail attachments.

E-mail or Internet access may not be used to:

- Engage in any illegal or unethical activities.
- Distribute a virus or other harmful content.
- Violate copyright laws by unlawfully downloading or using information or software that is protected by copyright.
- Indiscriminately copy e-mail messages to individuals or send irrelevant messages (i.e., Jokes, pictures, junk mail, chain letters, inappropriate messages, or pictures).
- Disclose confidential information about the Town or its taxpayers.
- Express opinions that are on behalf of or representing the Town.

E-mail is a form of business communication and should be treated as such. Employees are required to be professional in all e-mail communications.

The Town may discontinue an employee's Internet or e-mail access at its sole discretion. The Town reserves the right to block any websites deemed inappropriate.

Violation of this policy or abuse of Internet, computer, and e-mail access will result in disciplinary action up to and including termination for just cause.

Cell Phone and Electronic Devices

Cell phones and electronic devices will be issued to employees at the sole discretion of the Manager. They shall be used only for conducting Town business; however reasonable personal use is permitted. Costs associated with usage outside that considered

reasonable as determined by the Manager will be deducted from the employee's pay. The employee shall be notified in writing of their excess usage. The Town may discontinue an employee's access at its sole discretion.

Cell phones may not be used while operating Town vehicles/equipment or operating a personal vehicle while on Town business, unless it is operating in a hands-free mode.

The Town realizes that the use of a personal cell phone or electronic device or conducting personal calls during working hours may be necessary, however, use should be brief, infrequent, and where possible, outside working hours (i.e. Scheduled breaks).

Use of Town Equipment

Employees shall be responsible for any Town computer or cell phone or electronic device equipment while in their use. Lost or stolen devices must be reported to the Manager within 24 hours.

If the equipment is returned broken or not in working order due to misuse, the employee responsible for the equipment may be responsible for replacement or repair. While accidental incidents are not considered misuse, repeat accidental incidents may be. The responsibility for replacement or repair will be determined by the Town Manager.

Access to computers, computer files, e-mail, internet, Town electronic devices, and or Town cell phones will be at the discretion of the Supervisor or Manager.



RELATIONSHIP AGREEMENT

BETWEEN:

TOWN OF BON ACCORD

(the “Employer”)

- and -

(the “Employee”)

WHEREAS:

- The Employee is employed by the Employer as **[NOTE: insert Employee’s job title]**.
- The Employee has voluntarily disclosed to the Employer that she/he/they is engaged in a personal relationship with **[NOTE: insert name of partner]**, another employee of the Employer.
- The Employee has advised the Employer that the said personal relationship is consensual between the Employee and **[NOTE: insert name of partner]**; and
- The Employee and the Employer have reached an agreement as described below.

THE PARTIES UNDERSTAND AND AGREE AS FOLLOWS:

1. The Employee acknowledges that she/he/they has a duty to perform her/his/their employment duties in a professional, diligent, and unbiased manner, without influence by the status of her/his/their personal relationship with **[NOTE: insert name of partner]**.
2. In the event a conflict or potential conflict arises between the Employee and **[NOTE: insert name of partner]**, the Employee agrees to immediately inform the Employer of the same.

3. Without limiting the generality of the foregoing, if the Employee feels she/he/they is or may become unable to perform her/his/their employment duties in a professional, diligent, and unbiased manner for any reason directly or indirectly related to her/his/their personal relationship with **[NOTE: insert name of partner]**, the Employee shall immediately disclose her/his/their concern to the Employer.

The parties acknowledge agreement to the above terms by their signatures below.

EMPLOYEE NAME

TOWN OF BON ACCORD

Per:

DATE

DATE



TOWN OF BON ACCORD

Employment Application Form

Employment Policy ###
Appendix # 2
Resolution ###

This information is being collected under the Freedom of Information and Protection of Privacy Act, Section 33c. It will be used to determine whether the applicant is suitable and qualified for appointment to a position or positions within the Town of Bon Accord. If you have any questions about the collection of this information, contact the Town of Bon Accord.

This application is being submitted for: **Job title:** _____

NAME

_____ Last

_____ First

_____ Middle Initial

_____ Address

_____ Home Phone No.

_____ City/Town

_____ Business Phone No.

_____ Province

Are you legally entitled to work in Canada? Yes No

_____ Postal Code

Have you previously been employed by the Town of Bon Accord? Yes No

INSTRUCTIONS

- Fill out the application form as completely as possible. The information you provide is used to assess your suitability for the position.
- It is the responsibility of the applicant to ensure all requested documentation is attached to this application and submitted by the closing date (ie. Driver's abstracts, security clearances, etc.). Applicants with missing documentation will not be considered.
- Job qualifications and required documentation are listed on the job posting.
- Photocopies of this application form are acceptable.
- Applications OR resumes must be mailed, faxed, or put in the drop-off box at the Town Office by the closing date.

Town of Bon Accord
5025 50th Avenue
Box 779
Bon Accord, AB T0A 0K0
Phone: 780-921-3550 Fax: 780-921-3585

EDUCATION

Have you completed your high school diploma (Grade 12)?

Yes No If No, indicated highest level of school you have completed: Grade _____

FORMAL POST SECONDARY EDUCATION (ie. University, College, Technical or Trade)

Education Institution	Program	Degree/Diploma/Certificate	Completed	Year
1.			Yes <input type="checkbox"/> No <input type="checkbox"/>	
2.			Yes <input type="checkbox"/> No <input type="checkbox"/>	
3.			Yes <input type="checkbox"/> No <input type="checkbox"/>	

ADDITIONAL SKILLS AND QUALIFICATIONS

TRADES CERTIFICATION AND PROFESSIONAL DESIGNATION

1.	License No:	Province:
2.	License No:	Province:

TOOLS AND EQUIPMENT SKILLS

ie. forklift, chainsaw, jack hammer, etc.	Years of Experience
1.	
2.	
3.	
4.	

ADDITIONAL TRAINING OR COURSES

Name of Course (ie. Foremanship or Supervisor Training, WHMIS, First Aid, etc.)	Level	Year
1.		
2.		
3.		
4.		

COMPUTER SOFTWARE/APPLICATION SKILLS

If the position you are applying for requires specific computer skills, please list the software or application:

Name of software application (ie. Microsoft Word, PeopleSoft, Microsoft Excel, etc.)	Level	Years of Experience
1.		
2.		
3.		

DRIVER'S LICENSE

If the position you are applying for requires a valid driver's license to operate a vehicle, please complete the following section and attach a copy of your current Driver's Abstract to this application form if it is requested.

Do you possess a valid driver's license? Yes No

If Yes, Operator's License No: _____ Province: _____ Class: _____

Has your Driver's License ever been suspended or revoked? Yes No

EMPLOYMENT HISTORY

List your previous employers beginning with the most recent.

Employer:	Position held:
Date of employment: From _____ to _____ Year / Month Year / Month	Reason for seeking other employment:
Wage:	Name of Supervisor:
Duties and Achievements:	
Employer:	Position held:
Date of employment: From _____ to _____ Year / Month Year / Month	Reason for seeking other employment:
Wage:	Name of Supervisor:
Duties and Achievements:	
Employer:	Position held:
Date of employment: From _____ to _____ Year / Month Year / Month	Reason for seeking other employment:
Wage:	Name of Supervisor:

Duties and Achievements:

OTHER RELATED SKILLS

List any skills that you have acquired that directly relate to the position you are applying for.

ADDITIONAL COMMENTS

Use this space for any additional information you wish to add.

REFERENCES

Please provide employment / work-related references.

Name:	Phone No.
Occupation/Job Title:	Employer:
City:	Years know:
Name:	Phone No.
Occupation/Job Title:	Employer:
City:	Years know:
Name:	Phone No.
Occupation/Job Title:	Employer:
City:	Years know:

I authorize the Town of Bon Accord to make enquiries concerning my background, character, and fitness for employment with the Town of Bon Accord. I also authorize the disclosure of information about myself to the Town by the above persons, provided such information will be used by the Town of Bon Accord only for the purpose of this application and will be treated in strict confidence.



THIS AGREEMENT entered into this _____ day of _____, 2022
(day) (month)

BETWEEN:

TOWN OF BON ACCORD
(the "Municipality")

AND:

(the "Employee")

EMPLOYMENT AGREEMENT

WHEREAS: The Municipality wishes to retain the services of the Employee as its **[NOTE: Insert Job Title]** and the Employee wishes to accept the Municipality's offer on the terms and conditions herein contained.

1. Position and Term

- 1.1 The Municipality hereby agrees to appoint the Employee as its **[NOTE: Insert Job Title]**. The Employee accepts the appointment.
- 1.2 The three (3) month probationary period will be from **[NOTE: Insert dates]**.
- 1.3 The term of this Agreement shall be effective **[NOTE: Insert date]** and shall continue until terminated in accordance with Section 8 ("the Term").
- 1.4 The position is a full time, salaried position, with a regular work schedule of 37.5 hours per week, with a half hour unpaid lunch break, with on-call staff being able to reach the manager by phone at any time. Due to the management nature of this position, additional hours of work may be necessary. The Employee shall be entitled to additional benefits in recognition of additional hours worked as described in Section 3.4 and Section 7.1 **[Or amend as necessary]**.

2. Employee's Responsibilities

- 2.1 The Employee shall serve as the **[NOTE: Insert Job Title]** for the Municipality and shall be responsible and accountable directly to the Chief Administrative Officer of the Municipality.
- 2.2 The Employee shall well and faithfully perform the duties assigned to the Employee by the Municipality or as prescribed from time to time by the CAO of the Municipality, which duties include, but are not limited to those duties of the **[NOTE: Insert Job Title]**. A detailed Position Description is attached herewith.

3. Remuneration

- 3.1 The Municipality agrees to pay the Employee in accordance with the municipal staff pay grid as approved and amended from time to time. It is hereby acknowledged that at the time of this agreement the Employee's placement on the grid as the **[NOTE: Insert Job Title]** shall be on the Salary Grid at **[NOTE: Insert Salary/Wage Level, Step, Value]** subject to required withholdings, payable in accordance with the regular payroll policies of the Municipality in existence from time to time plus any cost-of-living increase that may be applied to the grid.
- 3.2 The Employee will be evaluated at the end of the probation period ending **[NOTE: Insert date]**. The Employee will thereafter be evaluated annually. The Employee's evaluation date shall be in January each year.
- 3.3 If the Employee successfully completes the ninety (90) day probation period, the Employee will be promoted to no less than Grid ____, Step _____. **[optional inclusion per negotiations]**
- 3.4 The Employee shall not be entitled to overtime pay or time off in lieu of overtime because of the management nature of the Employee's position. The Employee will be entitled to one (1) additional week of vacation in recognition of additional hours worked as set out in Section 7.2 of this agreement **(or amend contract as per negotiations)**.

4. Performance and Evaluation

- 4.1 As described in Section 3.2, the Municipality shall conduct a performance evaluation at the end of the probationary period and an annual evaluation of the performance of the Employee in January of each year.

- 4.2 The Municipality reserves the right, in its unfettered discretion, to conduct further or additional reviews and evaluations of the performance of the Employee from time to time.

5. Benefits

- 5.1 If the Employee successfully completes the probationary period, the Employee shall be entitled to participate in all standard benefit plans as may be offered to employees of the Municipality according to the Municipality's policies in existence from time to time.
- 5.2 If the Employee successfully completes the probationary period, the Employee shall be entitled to participate in the current RRSP program with an additional \$300.00 RRSP benefit for management or the current programs successor.
- 5.3 The Employee authorizes the Municipality to make all necessary payroll deductions and to convey all necessary confidential information for the Employee's participation in the above plans or any benefit plan arrangements provided for in this Agreement.

6. Expense Reimbursement

- 6.1 The Municipality shall reimburse the Employee for all out of pocket expenses reasonably and directly incurred by the Employee in the performance of the Employee's duties under this Agreement and as set in policy, provided that such expenses shall only be reimbursed when supported by proper receipts, invoices or vouchers submitted to the Municipality within thirty (30) days from the date upon which such expenses are incurred and are approved by the CAO.
- 6.2 The Municipality will pay for all reasonable expenses relating to training or education so approved by the Municipality, which are directed at enhancing the qualifications of the Employee. If the Employee terminates his/her employment within three years of completing the training or education, the Employee shall reimburse the Municipality all expenses relating to the training or education. The amount to be refunded shall be calculated over three years on a pro-rated basis. The Employee authorizes the Municipality to deduct such expenses from any amount payable to the Employee by the Municipality.

7. Vacation

- 7.1 The Employee shall be entitled to accrue annual vacation as set out in the Vacation Section 17 of Employment Policy ###, as amended from time to time.
- 7.2 In addition to the vacation accrual provided for in 7.1, the Employee will be entitled to one (1) additional week of vacation per year in recognition of additional hours worked. **[amend as necessary for negotiations]**

8. Termination

- 8.1 The Municipality may terminate the Employee's employment at any time, whether during or after the probationary period, for just cause without notice or compensation in lieu thereof.
- 8.2 At any time during the Probationary Period, the Municipality may terminate the Employee's employment without just cause, for any reason, in their sole discretion, without notice or salary in lieu thereof.
- 8.3 At any time following the Probationary Period, the Municipality may terminate the Employee's employment with the Municipality, for any reason, without just cause, in its unfettered discretion, by providing to the Employee advance written notice or base salary payment in lieu of notice, less the required deductions and withholdings, or a combination thereof in the amount of two (2) weeks, plus an additional two (2) weeks' notice or base salary for each year of service completed from the effective date of this Agreement to the time of termination (calculated pro rata), up to a total maximum of six (6) months' notice or base salary. It is understood and agreed that any payment in lieu of notice provided by the Municipality to the Employee will be strictly limited to the Employee's base salary, less deductions and withholdings.
- 8.4 It is acknowledged and agreed by the parties that the provision of such payment in Section 8.3 is reasonable and adequate and will fulfill all requirements for notice or payment in lieu thereof to which the Employee is entitled arising out of the termination of their employment.
- 8.5 The Employee may terminate their employment by providing to the Municipality two (2) week's advance written notice to that effect. If the Employee does provide notice of intention to terminate their employment, the Municipality may, in its complete discretion, choose to conclude the Employee's employment immediately by providing the Employee with the salary, less required deductions and holdings, the Employee would have earned up to and including the Employee's intended date of resignation.

8.6 Upon termination of this Agreement as set forth in this Section 8, the Employee's employment shall conclude and the Employee shall have no further claims against or be entitled to any further remuneration or compensation from the Municipality, other than amounts owed pursuant to this Agreement.

9. Pre-Conditions

9.1 The Employee will be responsible for providing to the Municipality prior to commencement of employment, at no cost to the Municipality, the following:
a) Drivers' Abstract
b) Criminal Record Check

10. Miscellaneous

10.1 The Municipality retains the right to enact, invoke or amend policies and procedures' governing its employees and the Employee agrees to be bound by all such policies and procedures, except where they specifically contradict the terms of this Agreement.

10.2 The Employee shall at no time conduct them self, either professionally or personally, in such a manner as to bring the Municipality, or its representatives or officers, into public disrepute or ridicule and the parties hereto agree that breach of this Section constitutes just cause for immediate termination of this Agreement in accordance with Section 8.1 hereof.

10.3 The Employee shall devote their full time and attention to properly and competently fulfill the duties set out in this Agreement.

10.4 The Employee shall not commence any employment for or with any other person during the Term unless specifically authorized to do so in advance, in writing, by the Municipality at its absolute discretion.

10.5 The Employee acknowledges that any information whatsoever of which the Employee may become aware during the course of his/her employment with the Municipality shall be held by him/her in strictest confidence and shall not be released without the prior written approval from the CAO (i.e. Town Manager) of the Municipality.

- 10.6 In the event this Agreement is terminated by either the Municipality or the Employee, the Employee agrees that the Municipality has the right to set off against or deduct from the Employee's salary or other entitlements (including, but not limited to, any vacation pay or general holiday pay the Employee is entitled to at law, or any salary in lieu of notice payable in accordance with this Agreement) any sum of money that is owing to the Municipality at the time of termination.
- 10.7 This Agreement is not assignable, either in whole or in part.
- 10.8 This Agreement shall be governed by the laws of the Province of Alberta.
- 10.9 This Agreement constitutes the entire Agreement between the parties, and there have been no additional representations or warranties.

11. Independent Legal Advice

- 11.1 The Employee hereby acknowledges and confirms that they were advised by the Municipality to obtain independent legal or other professional advice and that by executing this Agreement, the Employee hereby confirms that they have had the opportunity to seek independent legal or professional advice prior to executing this Agreement and has either:
- (a) obtained such legal or other professional advice; or
 - (b) waived the right to obtain such independent legal or other professional advice.

The Employee has signed below in the presence of the witness and the Municipality has signed below through its proper signing officers as of the date appearing at the beginning of this Agreement.

TOWN OF BON ACCORD

Per:

Print Name: _____

Date: _____

SIGNED, SEALED and DELIVERED by
[EMPLOYEE] in the presence of:

_____	Witness Signature)	_____
_____	Print Witness Name)	[Insert Employee Name]
_____	Address)	_____
_____	Phone Number)	Date



THIS AGREEMENT entered into this _____ day of _____, 2022
(day) (month)

BETWEEN:

TOWN OF BON ACCORD
(the "Municipality")

AND:

(the "Employee")

EMPLOYMENT AGREEMENT

WHEREAS: The Municipality wishes to retain the services of the Employee as its **[NOTE: Insert Job Title]**, and the Employee wishes to accept the Municipality's offer on the terms and conditions herein contained.

1. Position and Term

- 1.1 The Municipality hereby agrees to appoint the Employee as its **[Insert Job Title]** The Employee accepts the appointment.
- 1.2 The three (3) month probationary period will be from **[NOTE: Insert dates]**
- 1.3 The term of this Agreement shall be effective **[NOTE: Insert Date]** and shall continue until terminated in accordance with Section 1.3 or 8 ("the Term").
- 1.4 The position is a full time, salaried position, with a regular work schedule of 37.5 hours per week, with a half hour unpaid lunch break, with some evenings, weekends, and Statutory holidays as necessary. This shall be the Employee's regular work schedule (Monday—Friday, 8am—4pm) with evenings/weekends/Statutory holidays as required.

2. Employee's Responsibilities

- 2.1 The Employee shall serve as the **[NOTE: Insert Job Title]** for the Municipality and shall be responsible and accountable to the **[NOTE: Insert Manager Job Title]** of the Municipality.
- 2.2 The Employee shall well and faithfully perform the duties assigned to the Employee by the Municipality or as prescribed from time to time by the **[NOTE: Insert Manager Job Title]**, as well as by the CAO of the Municipality, which duties include, but are not limited to those duties of the **[NOTE: Insert Employee Job Title]**. A detailed Position Description is attached herewith.

3. Remuneration

- 3.1 The Municipality agrees to pay the Employee in accordance with the municipal staff pay grid as approved and amended from time to time. It is hereby acknowledged that at the time of this agreement the Employee's placement on the grid as the **[NOTE: Insert Job Title]** shall be at **[NOTE: Insert Salary/Wage Level, Step, Value]** subject to required withholdings, payable in accordance with the regular payroll policies of the Municipality in existence from time to time plus any cost-of-living increase that may be applied to the grid.
- 3.2 The Employee will be evaluated at the end of the probation period ending **[NOTE: Insert date]**. The Employee will thereafter be evaluated annually. The Employee's evaluation date shall be in January each year.
- 3.3 If, during employment, The Employee is at any time authorized to work overtime, the Employee will be paid at an overtime rate consistent with the Employment Standards Code. The Employee also agrees by acceptance of this Agreement that the Municipality may provide time off with pay instead of overtime pay, so long as the time off in lieu is dealt with in accordance with the Employment Standards Code and as specifically set out by the Overtime Section 11 of Employee Policy ###, as amended from time to time.
- 3.4 On-Call and Stand-by remuneration shall be paid in accordance with Section 13 of the Employee Policy ### as amended from time to time.

4. Performance and Evaluation

- 4.1 As described in Section 3.2, the Municipality shall conduct a performance evaluation at the end of the probationary period and an annual evaluation of the performance of the Employee in January of each year.
- 4.2 The Municipality reserves the right, in its unfettered discretion, to conduct further or additional reviews and evaluations of the performance of the Employee from time to time.

5. Benefits

- 5.1 If the Employee successfully completes the probationary period, the Employee shall be entitled to participate in all standard benefit plans as may be offered to employees of the Municipality according to the Municipality's policies in existence from time to time.
- 5.2 If the Employee successfully completes the probationary period, the Employee shall be entitled to participate in the current RRSP program or the current programs successor.
- 5.3 The Employee authorizes the Municipality to make all necessary payroll deductions and to convey all necessary confidential information for the Employee's participation in the above plans or any benefit plan arrangements provided for in this Agreement.

6. Expense Reimbursement

- 6.1 The Municipality shall reimburse the Employee for all out of pocket expenses reasonably and directly incurred by the Employee in the performance of the Employee's duties under this Agreement and as set in policy, provided that such expenses shall only be reimbursed when supported by proper receipts, invoices or vouchers submitted to the Municipality within thirty (30) days from the date upon which such expenses are incurred and are approved by the employee's manager(s).
- 6.2 The Municipality will pay for all reasonable expenses relating to training or education so approved by the Municipality, which are directed at enhancing the qualifications of the Employee. If the Employee terminates his/her employment within three years of completing the training or education, the Employee shall reimburse the Municipality all expenses relating to the training or education. The amount to be refunded shall be calculated over three years on a pro-rated basis.

The Employee authorizes the Municipality to deduct such expenses from any amount payable to the Employee by the Municipality.

7. Vacation

7.1 The Employee shall be entitled to accrue annual vacation as set out in the Vacation Section 17 of Employment Policy ###, as amended from time to time.

8. Termination

8.1 The Municipality may terminate the Employee's employment at any time, whether during or after the probationary period, for just cause without notice or compensation in lieu thereof.

8.2 At any time during the Probationary Period, the Municipality may terminate the Employee's employment without just cause, for any reason, in their sole discretion, without notice or salary in lieu thereof.

8.3 At any time following the Probationary Period, the Municipality may terminate the Employee's employment with the Municipality, for any reason, without just cause, in its unfettered discretion, by providing to the Employee advance written notice or base salary payment in lieu of notice, less the required deductions and withholdings, or a combination thereof in the amount of two (2) weeks, plus an additional two (2) weeks' notice or base salary for each year of service completed from the effective date of this Agreement to the time of termination (calculated pro rata), up to a total maximum of six (6) months' notice or base salary. It is understood and agreed that any payment in lieu of notice provided by the Municipality to the Employee will be strictly limited to the Employee's base salary, less deductions and withholdings.

8.4 It is acknowledged and agreed by the parties that the provision of such payment in Section 8.3 is reasonable and adequate and will fulfill all requirements for notice or payment in lieu thereof to which the Employee is entitled arising out of the termination of their employment.

8.5 The Employee may terminate their employment by providing to the Municipality two (2) week's advance written notice to that effect. If the Employee does provide notice of intention to terminate their employment, the Municipality may, in its complete discretion, choose to conclude the Employee's employment immediately by providing the Employee with the salary, less required deductions and holdings, the Employee would have earned up to and including the Employee's intended date of resignation.

8.6 Upon termination of this Agreement as set forth in this Section 8, the Employee's employment shall conclude and the Employee shall have no further claims against or be entitled to any further remuneration or compensation from the Municipality, other than amounts owed pursuant to this Agreement.

9. Pre-Conditions

9.1 The Employee will be responsible for providing to the Municipality prior to commencement of employment, at no cost to the Municipality, the following:
a) Drivers' Abstract
b) Criminal Record Check

10. Miscellaneous

10.1 The Municipality retains the right to enact, invoke or amend policies and procedures governing its employees and the Employee agrees to be bound by all such policies and procedures, except where they specifically contradict the terms of this Agreement.

10.2 The Employee shall at no time conduct them self, either professionally or personally, in such a manner as to bring the Municipality, or its representatives or officers, into public disrepute or ridicule and the parties hereto agree that breach of this Section constitutes just cause for immediate termination of this Agreement in accordance with Section 8.1 hereof.

10.3 The Employee shall devote their full time and attention to properly and competently fulfill the duties set out in this Agreement.

10.4 The Employee shall not commence any employment for or with any other person during the Term unless specifically authorized to do so in advance, in writing, by the Municipality at its absolute discretion.

10.5 The Employee acknowledges that any information whatsoever of which the Employee may become aware during the course of his/her employment with the Municipality shall be held by him/her in strictest confidence and shall not be released without the prior written approval from the CAO (i.e. Town Manager) of the Municipality.

- 10.6 In the event this Agreement is terminated by either the Municipality or the Employee, the Employee agrees that the Municipality has the right to set off against or deduct from the Employee's salary or other entitlements (including, but not limited to, any vacation pay or general holiday pay the Employee is entitled to at law, or any salary in lieu of notice payable in accordance with this Agreement) any sum of money that is owing to the Municipality at the time of termination.
- 10.7 This Agreement is not assignable, either in whole or in part.
- 10.8 This Agreement shall be governed by the laws of the Province of Alberta.
- 10.9 This Agreement constitutes the entire Agreement between the parties, and there have been no additional representations or warranties.

11. Independent Legal Advice

- 11.1 The Employee hereby acknowledges and confirms that they were advised by the Municipality to obtain independent legal or other professional advice and that by executing this Agreement, the Employee hereby confirms that they have had the opportunity to seek independent legal or professional advice prior to executing this Agreement and has either:
- (a) obtained such legal or other professional advice; or
 - (b) waived the right to obtain such independent legal or other professional advice.

The Employee has signed below in the presence of the witness and the Municipality has signed below through its proper signing officers as of the date appearing at the beginning of this Agreement.

TOWN OF BON ACCORD

Per:

Print Name: _____

Date: _____

SIGNED, SEALED and DELIVERED by
[EMPLOYEE] in the presence of:

_____	Witness Signature)	
_____	Print Witness Name)	
_____	Address)	_____
_____	Phone Number)	[Insert Employee Name]

			Date



Insert Date]

[Insert Name & Address of Employee]

Dear *[Insert Name]*

I would like to thank you for applying at the Town of Bon Accord for the *[insert position title]*. I am pleased to inform you that your application was successful. Should you choose to accept this offer, your duties will include those related to the *[insert position title]*. A detailed Position Description is attached *[or list general duties]*.

The wage of this position is **[\$[Insert Value]** per hour, Salary Grid Level **[Insert Value]**, Step **[Insert Value]**. Vacation pay will be paid at 4%, payable less any applicable Revenue Canada deductions, to be paid bi-weekly. This position is not entitled to group benefits, paid vacation, or paid illness leave.

The term of employment begins **[Insert Start Date]** and will continue until **[Insert End Date]**, unless terminated earlier in accordance with Alberta Employment Standards Legislation. As outlined in the Overtime Agreement, overtime will be paid on any time worked over eight (eight) hours per day or 44 (forty-four) hours per week, exclusive of unpaid breaks, at 1.5 times your regular salary. A 30 (thirty) minute lunch break and two 15 (fifteen) minute coffee breaks will be provided for during shifts more than five consecutive hours of work.

A driver's abstract and RCMP criminal record check must be provided to the Town of Bon Accord prior to the commencement of employment.

You must display a friendly and professional manner with the public and always maintain discretion and confidentiality.





Please report to work to **[Insert Manager's Name]** at **[Insert Location and Time]**.

Congratulations! We look forward to working with you. Should you have any questions, please do not hesitate to ask.

Sincerely,

Insert Manager Name
Insert Title

If you accept the terms and conditions of this contract agreement, please sign, and return the attached copy of this letter and a signed copy of the attached Position Description.

[Insert Employee Name]

[Insert Manager Name]

Date



Sample Interview Questions *[tailor to position as necessary]*

Date:

Applicant Name:

Position:

Interviewed By:

Interview Questions

1. We've reviewed your resume, but could you please provide us with a brief recap of your work experiences, and in particular, highlight those areas which you believe are most significant to this position?

2. This position requires a great deal of multi-tasking. What kind of organizational skills or techniques would you use for managing multiple projects and tasks?

3. Please describe what experience you have with financial functions, specifically: **[list areas related to the position]**.

4. Can you describe your experience with customer service? Please describe a time where you had a difficult customer and how you dealt with them?

5. Please describe your experience with policies and procedures and how they have influenced your work.

6. Please describe your greatest accomplishment?

7. Please provide an example of your work-related organizational skills.

8. How would you describe your strengths and weaknesses?

9. How do you handle tasks that may not be challenging, or you feel may not be part of your job?

10. How would you respond to the following scenario: You're at the local grocery store and there is a discussion on a decision made by the Town. You are personally not in agreement with Council's decision. The other members of the group ask your opinion. What would you say?

11. If I was to ask someone who either works with you now or in the past what would they say are your greatest strengths, and why?

12. Describe a situation where you made a mistake? How did you fix it and what did you learn from it?

13. What is your ideal office or work environment?

14. What are your 3-5 year career goals?

15. This position may require the ability to work additional hours. Do you anticipate any issues with this?

16. In closing, please tell us why we should hire you for this position?

Conclude with summary of the position, hours, etc. and ask if they have any questions.
Review requirement for drivers abstract and criminal record check (online check not accepted).

Ask for permission to contact references.

DRAFT

Sample Reference Questions for Job Candidates

Candidate: _____ Date: _____

Name of Reference: _____

- 1) What was your relationship to this individual?
- 2) How long have you known this individual?
- 3) What was the nature of his/her/their job?
- 4) Describe the key responsibilities in his/her/their position with your organization.
- 5) Describe this individual's relationship with his/her/their coworkers and managers.
- 6) What are his/her/their most significant strengths?
- 7) What are his/her/their most significant weaknesses?
- 8) What is your overall assessment of this individual?
- 9) Did this individual supervise any staff? If so, how many staff did he/she/they manage?
- 10) Please describe the individual's ability to interact with the general public.
- 11) Did the individual respond well to suggestions/adaptive to changing work demands?
- 12) Was the individual reliable?
- 13) Would you rehire this individual? Why or why not?
- 14) Are there any additional comments you'd like to make?



Pre-Employment Medical Form

[Form to be used at Managers discretion dependent on employee being hired. Employment Contract or Letter of Hire will need to be amended if this form is utilized.]

< date >

Attention: Attending Physician [Insert Name]

Please complete the following after reviewing the attached job description.

1. Is **[Insert Employee Name]** fit and able to fulfill the duties of the position as described in the attached job description?
2. What, if any, limitations exist on his/her/their ability to perform the duties of the position as described in the job description?
3. The position of **[Insert Job Title]** will require this individual to undertake hazardous and safety sensitive duties. Please confirm that **[Insert Employee Name]** tested negative for the presence of any illegal drugs. **[EDITORIAL NOTE: This is only to be used in the case of prospective employees fulfilling a safety-sensitive position and is optional.]**



NON-SUPERVISOR PERFORMANCE REVIEW

Employee Name: _____ Date: _____

Position: _____

Performance Period: _____

The reason for this review:

- Annual Review
- Merit Review
- Probationary Review
- Unsatisfactory Performance
- Other

Purpose

The Town of Bon Accord is committed to ensuring appraisals address whole person development and not simply an evaluation of job skills. To that effect the purpose of this evaluation is to complete a personal inventory of job essentials, pinpoint strengths and weaknesses, review past goals and objectives and corresponding accomplishments. This review shall identify areas for maintenance, improvement, and growth opportunities.

Review of Performance

Evaluate the employee's skills and abilities pertinent to job performance. Valuation considers each of the characteristics, separately and based on recurring performance, not recent or isolated events. The following scale should be used:

Above Expectations – The employee is above acceptable standards; performance consistently exceeds relevant requirements.

Solid Performance – The employee consistently meets all relevant performance standards in a competent manner.

Improvement Needed – Improvement is required for the employee to meet acceptable standards, as performance is inconsistent; consider need for further training.

Unsatisfactory – The employee's performance is below acceptable standards as job requirements are consistently not met.

SECTION A - CORE COMPETENCIES EVALUATION	
WORK PERFORMANCE	
Knowledge – Understanding of fundamentals, skills, methods, and procedures required in present job.	
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Improvement Needed <input type="checkbox"/> Solid Performance <input type="checkbox"/> Above Expectations	
Comments:	
Planning – Development of methods and work organization to efficiently perform overall workload.	
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Improvement Needed <input type="checkbox"/> Solid Performance <input type="checkbox"/> Above Expectations	
Comments:	
Quality – Overall quality of work.	
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Improvement Needed <input type="checkbox"/> Solid Performance <input type="checkbox"/> Above Expectations	
Comments:	

Quantity – Overall quantity of work.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Application – Ensure consistent job performance to complete overall workload.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Accuracy – Absence of mistakes and errors in job performance.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Thoroughness – Attention to requisite detail and completeness.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Adaptability – Alteration of activities, plans, etc. to accommodate new or changing situations.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

PERSONAL RELATIONSHIPS

Expression – Appropriate presentation of ideas.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Cooperation – Works effectively with others to achieve common goals.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Customer Service – Provides effective internal and/or external customer service. Demonstrates dedication to meeting customer needs by listening and responding promptly and courteously.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Relationship with Supervisor/Manager – Openly communicates with supervisor/manager.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

WORK HABITS

Reliability – Dependable and instills full confidence.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Judgement – Formation of sound opinion by careful study of available facts and options.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Dependability – The ability to complete job requirements well and with minimal supervision.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

RESPONSIBILITY

Self-development – Keeps up to date with changes related to job and applies knowledge of new techniques and practices.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Initiative and Innovation – Improvement of methods, procedures, etc. by new ideas.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Problem Analysis – Studies situations or problems to determine appropriate course of action, solutions, and outcomes.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

SAFETY

Understands and follows all aspects of the Health & Safety Program – accountable and follows procedures. Brings concerns and ideas forward.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Hazard Assessment & Control – Identifies hazards in work area and makes recommendations to control.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Immediately reports all near misses or incidents and makes recommendations for mitigation.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

SECTION B – EVALUATION & GOALS

EMPLOYEE STRENGTHS

Comments:

AREAS FOR IMPROVEMENT

Comments:

GOALS & TRAINING

Comments:

PAST OBJECTIVES & ACCOMPLISHMENTS

Comments:

GENERAL OBSERVATIONS

Comments:

EMPLOYEE COMMENTS

Comments:

Employee

Date

Supervisor

Date



SUPERVISOR PERFORMANCE REVIEW

Employee Name: _____ Date: _____

Position: _____

Performance Period: _____

The reason for this review:

- Annual Review
- Merit Review
- Probationary Review
- Unsatisfactory Performance
- Other

Purpose

The Town of Bon Accord is committed to ensuring appraisals address whole person development and not simply an evaluation of job skills. To that effect the purpose of this evaluation is to complete a personal inventory of job essentials, pinpoint strengths and weaknesses, review past goals and objectives and corresponding accomplishments. This review shall identify areas for maintenance, improvement, and growth opportunities.

Review of Performance

Evaluate the employee's skills and abilities pertinent to job performance. Valuation considers each of the characteristics, separately and based on recurring performance, not recent or isolated events. The following scale should be used:

Above Expectations – The employee is above acceptable standards; performance consistently exceeds relevant requirements.

Solid Performance – The employee consistently meets all relevant performance standards in a competent manner.

Improvement Needed – Improvement is required for the employee to meet acceptable standards, as performance is inconsistent; consider need for further training.

Unsatisfactory – The employee's performance is below acceptable standards as job requirements are consistently not met.

SECTION A - CORE COMPETENCIES EVALUATION	
WORK PERFORMANCE	
Knowledge – Understanding of fundamentals, skills, methods, and procedures required in present job.	
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Improvement Needed <input type="checkbox"/> Solid Performance <input type="checkbox"/> Above Expectations	
Comments:	
Planning – Development of methods and work organization to efficiently perform overall workload.	
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Improvement Needed <input type="checkbox"/> Solid Performance <input type="checkbox"/> Above Expectations	
Comments:	
Quality – Overall quality of work.	
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Improvement Needed <input type="checkbox"/> Solid Performance <input type="checkbox"/> Above Expectations	
Comments:	

Quantity – Overall quantity of work.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Application – Ensure consistent job performance to complete overall workload.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Accuracy – Absence of mistakes and errors in job performance.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Thoroughness – Attention to requisite detail and completeness.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Adaptability – Alteration of activities, plans, etc. to accommodate new or changing situations.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

PERSONAL RELATIONSHIPS

Expression – Appropriate presentation of ideas.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Cooperation – Works effectively with others to achieve common goals.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Customer Service – Provides effective internal and/or external customer service. Demonstrates dedication to meeting customer needs by listening and responding promptly and courteously.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Relationship with Supervisor/Manager – Openly communicates with supervisor/manager.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

WORK HABITS
Reliability – Dependable and instills full confidence.
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Improvement Needed <input type="checkbox"/> Solid Performance <input type="checkbox"/> Above Expectations
Comments:
Judgement – Formation of sound opinion by careful study of available facts and options.
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Improvement Needed <input type="checkbox"/> Solid Performance <input type="checkbox"/> Above Expectations
Comments:
Dependability – The ability to complete job requirements well and with minimal supervision.
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Improvement Needed <input type="checkbox"/> Solid Performance <input type="checkbox"/> Above Expectations
Comments:

RESPONSIBILITY

Self-development – Keeps up to date with changes related to job and applies knowledge of new techniques and practices.

- Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Initiative and Innovation – Improvement of methods, procedures, etc. by new ideas.

- Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Problem Analysis – Studies situations or problems to determine appropriate course of action, solutions, and outcomes.

- Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

SAFETY

Understands and follows all aspects of the Health & Safety Program – accountable and follows procedures. Brings concerns and ideas forward.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Hazard Assessment & Control – Identifies hazards in work area and makes recommendations to control.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Immediately reports all near misses or incidents and makes recommendations for mitigation.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

SUPERVISOR PERFORMANCE

Safety – Ensures compliance for department with safety legislation and Town Health & Safety Program

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Corporate Awareness – Understands the essential role of own department in reaching the Town's corporate goals and objectives. Assess the department's activities and collaborate with other departments.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Team Leadership – Create a culture supportive of staff, fostering motivation, high levels of individual and team performance, and quality of service. Leading department to fulfill commitments and demonstrating effective supervisory abilities.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Performance Management – Plan and articulate expectations for staff, monitor performance, and provide ongoing leadership and mentoring.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Staff Development – Ensure staff is given the opportunity to gain sufficient knowledge and skills or attaining higher levels of performance; encourage others to identify and achieve career goals and providing opportunities for further development.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Resource Management – Manage and meet budget objectives; demonstrate effective and efficient use of staff, technology/equipment, funds, and space; being able to identify inefficiencies and suggest improvement to better manage resources.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Recognition – Provide appropriate recognition to staff for commendable performance or a significant contribution to a major initiative.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Relationship with Staff – maintains a good working relationship and fosters open communication with staff.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Direction – Ensure staff understands responsibilities, priorities, and objectives of their department and themselves. Provide timely information regarding projects and responsibilities so staff can fully understand "what" will happen, "when", "why", and "how".

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

SECTION B – EVALUATION & GOALS

EMPLOYEE STRENGTHS

Comments:

AREAS FOR IMPROVEMENT

Comments:

GOALS & TRAINING

Comments:

PAST OBJECTIVES & ACCOMPLISHMENTS

Comments:

GENERAL OBSERVATIONS

Comments:

EMPLOYEE COMMENTS

Comments:

Employee

Date

Supervisor

Date



SIMPLIFIED PERFORMANCE REVIEW
(SEASONAL/TEMPORARY STAFF)

Employee Name: _____ Date: _____

Position: _____

Performance Period: _____

The reason for this review:

- Annual Review
- Merit Review
- Probationary Review
- Unsatisfactory Performance
- Other

Purpose

The Town of Bon Accord is committed to ensuring appraisals address whole person development and not simply an evaluation of job skills. To that effect the purpose of this evaluation is to complete a personal inventory of job essentials, pinpoint strengths and weaknesses, review past goals and objectives and corresponding accomplishments. This review shall identify areas for maintenance, improvement, and growth opportunities.

Review of Performance

Evaluate the employee's skills and abilities pertinent to job performance. Valuation considers each of the characteristics, separately and based on recurring performance, not recent or isolated events. The following scale should be used:

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Solid Performance – The employee consistently meets all relevant performance standards in a competent manner.

Improvement Needed – Improvement is required for the employee to meet acceptable standards, as performance is inconsistent; consider need for further training.

Unsatisfactory – The employee's performance is below acceptable standards as job requirements are consistently not met.

SECTION A - CORE COMPETENCIES EVALUATION

WORK PERFORMANCE

Knowledge – Understanding of fundamentals, skills, methods, and procedures required in present job.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Application – Ensure consistent job performance to complete overall workload with minimal errors, and attention to detail.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Adaptability – Alteration of activities, plans, etc. to accommodate new or changing situations.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

PERSONAL RELATIONSHIPS

Cooperation – Works effectively with others to achieve common goals.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Customer Service – Provides effective internal and/or external customer service. Demonstrates dedication to meeting customer needs by listening and responding promptly and courteously.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

WORK HABITS

Reliability – Dependable and instills full confidence.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

RESPONSIBILITY

Self-development – Keeps up to date with changes related to job and applies knowledge of new techniques and practices.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

Problem Analysis – Studies situations or problems to determine appropriate course of action, solutions, and outcomes.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

SAFETY

Understands and follows all aspects of the Health & Safety Program – accountable and follows procedures. Brings concerns and ideas forward. Identifies hazards in work area and makes recommendations to control. Reports all incidents and/or near misses.

Unsatisfactory Improvement Needed Solid Performance Above Expectations

Comments:

SECTION B – EVALUATION & GOALS

EMPLOYEE STRENGTHS

Comments:

AREAS FOR IMPROVEMENT

Comments:

GENERAL OBSERVATIONS

Comments:

EMPLOYEE COMMENTS

Comments:

Employee

Date

Supervisor

Date

DRAFT

Individual Overtime Agreement

1.

It is agreed between:

_____ of _____
Employee name Employee address

and

_____ of _____
Employer/company name Employer/company address

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 _____ in a work day or _____ in a work week, whichever is greater.

The work week is _____ to _____
Day of the week Day of the week

2. Time off with pay is banked at a rate of 1.5 hour for each overtime hour worked.
3. The time off with pay in place of overtime pay shall be provided, taken and paid at the regular rate of wages at a time that the employee could have worked and received wages from the employer.
4. The time off with pay shall be provided, taken, and paid within 6 months of the end of the pay period in which it was earned unless the agreement is part of a collective agreement which provides for a longer period of time.
5. If the time off with pay instead of overtime is not provided, taken, and paid in accordance with paragraph 3, the employee shall be paid overtime pay of at least 1.5 times the employee's wage rate for the overtime hours worked.
6. 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.
7. The employer shall provide a copy of this agreement to the employee.
8. 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.

Dated this _____ day of _____ 20 _____

Signed by

For Employer/company

Employee

DRAFT

NAME (LAST):	NAME (FIRST):	DATE:
POSITION:	FUNCTIONAL AREA:	

ACTION – CHECK ONE AND COMPLETE APPROPRIATE SECTION INDICATED BY NUMBER

New Hire (1) Re-Hire (1) Personal Data Change (2) Salary Change (3)

Reclassification (3) Termination (4)

1	FIRST DAY WORKED (MM/DD/YY)	SALARY <input type="checkbox"/> PER HOUR \$ <input type="checkbox"/> PER ANNUM \$	SALARY (LEVEL) (STEP)
	ADDRESS	CITY	PROVINCE
	POSTAL CODE	TELEPHONE	DATE OF BIRTH (MM/DD/YY)
	MARITAL STATUS	SOCIAL INSURANCE NO.	ALBERTA HEALTH CARE NO.

2	INDICATE PERSONAL DATA CHANGE (IE. NAME, STATUS, ADDRESS, ETC)	EFFECTIVE DATE: (MM/DD/YY)

3	SALARY	F R O M		T O	
	POSITION				
	FUNCTIONAL AREA				
	LEVEL				
	STEP				
	EFFECTIVE DATE (MM/DD/YY)	REASON <input type="checkbox"/> ACTING INCUMBANCY <input type="checkbox"/> PROMOTION <input type="checkbox"/> DEMOTION <input type="checkbox"/> BUDGETED <input type="checkbox"/> OTHER			

4	TERMINATION DATE (MM/DD/YY)	LAST DAY WORKED (MM/DD/YY)	REASON FOR LEAVING (ATTACH RESIGNATION LETTER)

	<i>EMPLOYEE</i>	<i>MANAGER</i>
SIGNATURE:		
DATE:		

DIRECT DEPOSIT ENROLLMENT

Employee: _____

The Town of Bon Accord utilizes direct deposit for all types of wages and salaries payment, and as such you are required to complete and submit this form no later than one week after your employment commences.

Payroll deposits occur bi-weekly per the Town of Bon Accord payroll calendar (as attached).

Please complete and return the following information and/or attach a void cheque or direct deposit letter from your banking institution.

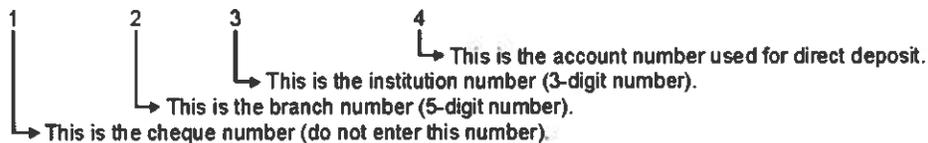
INSTITUTION CODE (3 digits): _____

TRANSIT NUMBER (5 digits): _____

ACCOUNT NUMBER: _____

If using a cheque to complete this form, the account information is laid out as follows:

⑈ 9999⑈ ⑆999999⑈9999⑆ 9999⑈999⑈9⑈



The Town of Bon Accord provides payroll statement summaries via email. Please provide your email address.

EMAIL: _____

Or check this box:

I would prefer to receive a paper copy of my payroll statement.

EMPLOYEE # _____ NAME: _____ MONTH/YEAR: _____

POSITION: _____ DEPARTMENT: _____

DATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
Regular Hours															0.0
OT Hours															0.0
Sick Holiday															0.0
Sick Leave															0.0
Floater															0.0
Vacation															0.0
W/O Pay															0.0
TOTAL REG HRS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL OT HRS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL W/O PAY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Comment:

Compensation Type (Salary/Hourly Wage): _____

OT Eligible (Yes/No): _____ No _____

Eligible Sick Days: _____ Taken to date (incl. this reporting period): _____ Remaining: 0.0

Eligible Vacation Days: _____ Taken to date (incl. this reporting period): _____ Remaining: 0

Eligible Floater Days: _____ Taken to date (incl. this reporting period): _____ Remaining: 0

Signature: _____ Date: _____

APPROVED BY: _____



ABSENCE REQUEST FORM

Employee
Name: _____

Manager: _____

Type of Absence:

- Sick Vacation Floater Day Bereavement (up to 5 days)
 Time off Without Pay Jury Duty Family Responsibility (up to 5 days)

Date(s) & Time(s) of Absence:

Date From: _____ To: _____

Time From: _____ To: _____

Enter time if absence is not a full day.

Reason for Absence:

Employee Signature: _____ Date: _____

Approved

Rejected

Manager Signature: _____ Date: _____





[Date]

PERSONAL & CONFIDENTIAL

[Name]

[Address]

Dear [Name]:

Re: Requestion for Medical Information/Update

This letter serves as our request for medical information from you with respect to the status of your ability to return to work. If you intend to return to work, you should be aware that, while we have a duty to accommodate your situation to the point of undue hardship, you have a collateral duty to keep us apprised of the status of your condition and provide us with information to facilitate your return to work. Failure to comply with this request could result in a decision on our part to discontinue the employment relationship. To this end, we ask that you provide an updated opinion from your doctor, regarding your job description, all the following:

1. What limitations does your current medical condition place upon you?
2. How is this likely to affect your ability to perform the duties of your position as described in the attached job description?
3. Are you able to return to work now? If not, when will you be able to return to work?
4. When you return to work, will there be any limitations and restrictions? Will the limitations and restrictions be temporary or permanent?

We look forward to the receipt of the medical information requested above no later than [Date]. Please have your doctor fill out the attached form.

We thank you in advance for your cooperation with respect to this matter. We wish to stress that your contribution to the Town of Bon Accord is greatly valued, and we are merely seeking clarity of your future plans so that we can best accommodate you.

Sincerely,



[Date]

Attention: Attending Physician of [insert employee name]:

Please complete the following after reviewing the attached job description relative to the prognosis of [insert employee name].

1. What limitations does [insert employee name]'s current medical condition place upon [him/her/them]?
2. How is this likely to affect [his/her/their] ability to perform the duties of [his/her] position described in the attached job description?
3. Is [insert employee name] able to return to work now? If not, when will [he/she/they] be able to return to work?
4. When [insert employee name] returns to work, will there be any limitations or restrictions to [his/her/their] ability to perform the duties of [his/her/their] position? How long will those limitations or restrictions be likely to continue?

RRSP ENROLLMENT FORM

The Town of Bon Accord will pay matching benefits towards an employees' personal RRSP plans up to a maximum of \$300 per month for full-time permanent employees

Please specify the amount you would like to contribute and provide your personal RRSP account information.

Monthly Contribution Amount:

Financial
Institution/Company:

Address:

Account #:

Employee
Signature:

Date:

REQUEST FOR UNPAID LEAVE OF ABSENCE

[date]

I, [insert employee name], am requesting an unpaid personal leave of absence from my position [insert position title] for the Town of Bon Accord. This leave is for the purpose of [insert reason for leave].

The duration of this leave of absence, if approved, will be from [insert date] to [insert date]. I agree that in the event I wish to return to my duties on an earlier date, a written request to return will be submitted to the Town of Bon Accord at least four (4) weeks in advance of the revised anticipated return date, unless otherwise agreed upon. I further agree that in the event I fail to return to my duties on the date specified above, or earlier date as approved, my employment with the Town of Bon Accord will be automatically terminated.

I understand and acknowledge that to continue employer benefit coverage for the duration of my leave of absence, pre-payment in full each month of both the employer and employee shares of benefit premiums is solely my responsibility. I further understand that the failure to provide such monthly pre-payment or the rejection of such pre-payment will result in my benefit coverage being discontinued with no liability attaching to the Town of Bon Accord.

Post-dated cheques or EFT arrangements can be left dated for the 1st of each month to cover 100% of the benefit premiums. I understand and acknowledge that no RRSP deductions will be taken or remitted for the duration of my leave of absence unless I chose to remit the employee portion. In such circumstances, the Town of Bon Accord will continue to contribute the employer's portion up to one (1) but not exceeding one (1) year of my cumulative leave of absence.

Employee Signature: _____

Date: _____

Approved

Denied

Town of Bon Accord

Per: _____

Date: _____



MID-YEAR PERFORMANCE REVIEW (CAO/MANAGER OR SUPERVISOR)

Employee Name: _____ Date: _____

Position: _____

Manager/Supervisor _____

1. Describe the progress that the employee has made toward the goals (including training completed) established at the beginning of the year:

2. How well does the employees goals align with those of the organization as identified in the new Strategic Plan:

3. What changes, if any need to be made to the employee's goals to ensure success:

4. Describe the areas of performance that are going well in the first 6 months of the year:

5. Describe challenges and any areas for improvement:

6. What can the organization (CAO or Supervisor/Manager) do to support the employee in achieving goals:

7. What other suggestions (if any):

Signature Section:

Employee Signature

Date

Manager Signature

Date



MID-YEAR PERFORMANCE REVIEW (EMPLOYEE)

Employee Name: _____ Date: _____

Position: _____

Manager/Supervisor _____

1. Describe the progress you have made toward the goals (including training completed) established at the beginning of the year:

2. How well do your current goals align with those of the organization as identified in the new Strategic Plan:

3. What changes, if any need to be made to your goals to ensure success:

4. What has gone well and is working for you in the past six months:

5. What challenges have you faced and what isn't working or needs to change:

6. What can the organization (CAO or Supervisor/Manager) do to support you to achieve your goals and support employee morale:

7. What other suggestions do you have in general (if any):

Signature Section:

Employee Signature

Date

Manager Signature

Date

Name: _____ Manager: _____
Department: _____ Position: _____

Your opinion is important to us.

1. Why are you leaving the company?

Personal Reason Salary & Benefits Supervision Work Environment

2. Please explain your reason(s) for leaving in more detail.

3. What suggestions for improvement do you have for us?

4. If we implemented your suggestions, would you return to work here?

Yes No

5. Would you recommend this company to your friends as a good place to work?

Yes No

6. In the following section, please rate the statements.

STATEMENTS:	Strongly Agree	Agree	Disagree	Strongly Disagree	No opinion
I believe I was treated as a valuable member of the company.	<input type="checkbox"/>				
My immediate supervisor let me know when I was doing a good job.	<input type="checkbox"/>				
I felt free to suggest changes for improvement to my supervisor.	<input type="checkbox"/>				
My job duties and responsibilities were clearly defined.	<input type="checkbox"/>				
I received proper training to perform my job effectively.	<input type="checkbox"/>				
Employee problems and complaints were resolved fairly and promptly.	<input type="checkbox"/>				
If I had questions or concerns, I felt comfortable speaking with:					
My immediate supervisor	<input type="checkbox"/>				
Upper management	<input type="checkbox"/>				
Payroll & Human Resources	<input type="checkbox"/>				
I was kept well informed about the company, its policies and procedures, and other important information	<input type="checkbox"/>				
I felt that the company provided me with job security.	<input type="checkbox"/>				

7. In the following section, please rate the following items:

ITEMS:	Excellent	Good	Fair	Poor
Extended Health Benefits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dental Benefits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RRSP Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vacation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Salary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8. Please list any additional benefits you would have wanted the company to offer.

Additional comments and suggestions are encouraged. Please attach a separate sheet if you wish to make any additional comments or suggestions.

**ACCEPTANCE OF RESIGNATION
DELIVERED BY EMAIL
PRIVATE AND CONFIDENTIAL**

[date]
[Name]
[Address]

Dear [insert name]

We accept your written resignation received on [insert date] at [insert time]. You are thereby relieved of our job responsibilities effective as of [insert date].

You will be provided with your final direct deposit pay for hours worked up to [insert date], and any accrued vacation pay on [insert pay date]. Your Record of Employment (ROE) will be sent electronically to Service Canada.

Please arrange to return any company property or information at your earliest convenience.

We wish you success in your future endeavours and thank you for your service at the Town of Bon Accord.

Sincerely,

[Manager Name]
[Manager Position]
[Contact Info]

VERBAL WARNING

Employee Name: _____ Date of Verbal Warning: _____
Position: _____ Department: _____

Improvement is required on: [check appropriate concern]

Attendance Conduct Health & Safety Performance

1. On [insert date] we met to discuss your unacceptable actions. During that meeting we developed clear expectations and recommended actions aimed at improving the issue.
2. On [insert date], the following unacceptable actions took place: [describe incident]
3. The following expectations and corrective recommendations were made: [describe recommendations]

I will provide supervision and assistance to ensure the problem is rectified. However, if these matters are not effectively corrected, then further disciplinary or corrective action will be taken, and may include suspension or termination of employment.

A copy of this warning will be placed in your personnel file for a period of 18 months. If no further discipline has taken place within that time, this verbal warning will become inactive. If further offences relating to this issue have taken place, this verbal warning will be attached to the next set of progressive disciplinary actions.

Sincerely,

[Manager Name]

[Manager Title]

Progressive Improvement Plan Developed Yes (attach plan) No

Employee Signature: _____ Date: _____

I hereby acknowledge that this verbal warning took place on the date indicated above.

LETTER OF WARNING AND REPRIMAND
PRIVATE AND CONFIDENTIAL

[date]
[Name]
[Address]

Dear [insert name]

As you are aware, on [insert date of incident], you were involved in the following incident: [describe incident or misconduct in detail].

We have had an opportunity to investigate and review this incident, including providing you with an opportunity to answer the allegations and provide an explanation. You were provided this opportunity on [insert date] when you provided the following explanation: [insert summary of explanation provided].

Based on the analysis of all available information, we have concluded that your actions were inappropriate and [insert actual allegation, ie. Insubordinate, contrary to a policy or procedure, dishonest, etc.] You should be aware that your conduct is completely unacceptable and will not be tolerated.

Further, as you are aware, this is not the first incident of this nature, and concerns regarding your performance were discussed with you on [insert date] and can be summarized as follows: [describe details of deficient performance and prior warnings].

Note: this section should only be inserted where there are previous performance discussions or warnings.

As discussed, this performance must be improved and certainly must not continue to deteriorate. We wish to make the following suggestions to assist you in meeting the performance standards required: [insert suggestions] or

We wish to assist you in meeting the performance standards required and will meet to with you to develop a performance improvement plan.



Please be aware, should further misconduct of a similar or dissimilar nature occur, further disciplinary action will be taken, up to and including dismissal for just cause.

I trust that our position is clear.

Best Regards,

Town of Bon Accord

Per: _____

I [insert employee name] hereby acknowledge that the above Letter of Warning and Reprimand has been reviewed with me. I understand its contents and understand that it will form part of my personnel record.

Employee Signature: _____ Date: _____

Progressive Improvement Plan Developed Yes (Attach) No



PROGRESSIVE IMPROVEMENT PLAN

Employee Name: _____ Date of Incident: _____

Manager: _____ Date of Meeting: _____

Area Requiring Improvement:

- Substandard Performance
 Poor Attendance
 Unapproved Absence
 Insubordination
 Impaired at Work
 Dishonesty/Falsification
 Unprofessional Behaviour
 Workplace Violence
 Other Health & Safety

Improvement Action for this incident:

- Coaching
 Verbal Warning
 Written Warning
 Final Warning

Description of Incident:

Please DELETE and REPLACE this section with your own information. It is recommended to have another person in the meeting with you.

Before the meeting consider the following:

- Have you discussed this issue before? When?
- Is the employee aware of this process or policy? Can you prove this has been discussed?
- What happened from your perspective?
- What happened from the employee's perspective?
- What day, time, and place did this occur?
- Were there witnesses or others involved?
- Do you have anything that supports your version and/or the employee's version of the events that took place?

Concrete proof: Do you have specific facts and actions that support the discipline? If questioned, can you give the employee clear examples of their unacceptable actions?

Improvement Plan:

Please DELETE and REPLACE this section with your own information. It is recommended to have another person in the meeting with you.

During the meeting, consider the following:

- The problem and why it is of concern.
- Future expectations: Clear direction for what the employee should or must do.
- Details: An opportunity for the employee to discuss the issue, including real or perceived barriers preventing them from meeting the expectations.
- Solutions: An open conversation with the employee on ideas, solutions, and required resources to remove or reduce barriers.
- Next Steps: Immediate steps required from the employee, future check-in/follow-up meetings, and ramifications if the issue continues.

If the employee refuses to accept responsibility or to sign the form during the meeting, the Manager or Human Resources should note this on the bottom of the form before storing it in the personnel file.

Improvement Action if incident is repeated:

Coaching Verbal Warning Written Warning Final Warning Termination

Employee Signature

Manager Signature

**LETTER OF TERMINATION
PRIVATE AND CONFIDENTIAL**

[date]
[Name]
[Address]

Dear [insert name]:

Please be advised that we have decided to terminate your employment with the Town of Bon Accord effective immediately. As discussed at the meeting on [insert date] we have reviewed our future requirements and we regret to inform you that the company does not see you as a good fit within our organization going forward for the following reasons: [insert detailed reason and all previous disciplinary action].

Considering all the foregoing, we have reached the conclusion that we have no choice but to terminate your employment for just cause.

You will be provided with your final direct deposit pay for hours worked up to [insert date] and any accrued vacation pay on [insert pay date], subject to all deductions and withholdings required by law. Your benefits will be terminated as of [insert date]. Your Record of Employment (ROE) will be sent electronically to Service Canada.

You may make mutually convenient arrangements with your manager to clean out any personal effects you may have. Please return any all items and information belonging to the Town of Bon Accord as soon as possible.

Respectfully,

Town of Bon Accord

Per: _____



Employment Policy ###
Appendix 29
Resolution ###

**LETTER OF TERMINATION
PRIVATE AND CONFIDENTIAL**

[date]
[Name]
[Address]

Dear [insert name]:

Please be advised that we have decided to terminate your employment with the Town of Bon Accord effective immediately. We recognize you have made a concerted effort to perform your duties, however we regret to inform you that we do not see you as a good fit within our organization going forward.

We have arrived at this decision because of [insert concerns or reasoning here].

Despite these concerns, we wish to stress that you are not being terminated for cause and therefore we are providing you with severance pay in lieu of reasonable notice in the amount of [insert value here].

You will be provided with the severance pay, your final pay for hours worked up to [insert date] and any accrued vacation pay, subject to all deductions and withholdings required by law. These amounts will be direct deposited on [insert pay date]. Your benefits will be terminated as of [insert date]. Your Record of Employment (ROE) will be sent electronically to Service Canada.

You may make mutually convenient arrangements with your manager to clean out any personal effects you may have. Please return any all items and information belonging to the Town of Bon Accord as soon as possible.

We trust that you will find all the foregoing to be in order. We wish you well in your future endeavours.

Respectfully,

Town of Bon Accord

Per: _____



LETTER CONFIRMING EMPLOYMENT
[Note: Release must be signed]

[date]

To Whom it May Concern:

RE: [insert employee name]

Please be advised that [insert employee name] was employed as a [insert job title] from [insert start date] to [insert end date]. During that time, [his/her/their] duties included the following: [insert summary of main responsibilities].

Respectfully,

Town of Bon Accord

Per: _____

RELEASE

_____ (the "Employee"), for and in consideration of the sum of _____ DOLLARS (\$) [EDITORIAL NOTE: Insert value of supplemental severance only], representing base salary and benefits, less the deductions and withholdings required by law, paid by or on behalf of the **TOWN OF BON ACCORD** (the "Employer"), the receipt and sufficiency of which is acknowledged, has for himself/herself/themself and for his/her/their successors and assigns released and discharged the Employer, and its respective Council, Council members, directors, administrators, officers, servants, employees, agents and insurers, and their respective heirs, executors, administrators, successors and assigns of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, contracts, grievances, judicial review, damages, costs, expenses, claims and demands whatsoever at law or in equity or under any statute, including the *Alberta Human Rights Act*, R.S.A. 2000, c. A-25.5, which the Employee, or his/her/their heirs, executors, administrators, personal representatives, agents, successors and assigns, hereafter can, shall, or may have by reason of any matters, causes or things whatsoever existing up to the date hereof and arising out of the Employee's employment with the Employer, the Employee's termination therefrom, the cessation or termination of the Employee's employment benefits, or the procedure by which the Employee was terminated.

THE EMPLOYEE FURTHER AGREES to indemnify and save harmless the Employer in respect of any claims or demands made against the Employer pursuant to the *Income Tax Act* (as amended, or repealed and replaced from time to time), the *Canada Pension Plan* (as amended, or repealed and replaced from time to time), and the *Employment Insurance Act*, S.C. 1996, c.23 (as amended, or repealed and replaced from time to time), or any Regulations passed thereunder, with respect to any payment made pursuant to this Release.

IT IS FURTHER UNDERSTOOD AND AGREED that the Employee will hold in strictest confidence all knowledge about the confidential affairs of the Employer which has been acquired by the Employee during his/her/their employment with the Employer excepting such knowledge which becomes generally available to the public, which is received by the Employee from a third party which is not obliged, directly or indirectly, to maintain such knowledge in confidence, or which the Employee is required to disclose by operation of law.

THE EMPLOYEE ACKNOWLEDGES that he/she/they:

- (a) In executing this Release has not been influenced or coerced to any extent whatsoever by any representations, statements or conduct of any description on the part of the Employer or anyone on its behalf;
- (b) Has carefully read this Release and does fully understand the terms and conditions of this Release, and voluntarily accepts the same; and

- (c) Has had the opportunity to seek independent legal advice and other professional advice prior to executing the Release and has either:
- (i) obtained such independent legal or other professional advice; or
 - (ii) waived the right to obtain such independent legal or professional advice.

THIS RELEASE constitutes the entire agreement between the Employee and the Employer respecting the matters set forth herein, and there are no oral statements, representations, warranties, undertakings or collateral agreements between the Employee and the Employer modifying or affecting the terms hereof.

THE TERMS of this Release are contractual and not mere recitals.

IN WITNESS WHEREOF the Employee has duly executed this Release under his/her/their hand this ____ day of _____, 20____, in the _____ of _____, in the Province of Alberta.

Witness Signature

[Employee Name]

Date

Witness Name

Witness Address

Witness Telephone Number

TRAINING & DEVELOPMENT AGREEMENT

This "Agreement" is a Training & Development Agreement between the Town of Bon Accord and _____ (the "Employee"). It is established with the understanding and acknowledgement that successful completion of specified training provides mutual benefit and value to both the Town of Bon Accord and the Employee.

Given the above understanding and consideration to both the Town of Bon Accord and the Employee they agree as follows:

1. Training Program

The training program agreed to by the Town of Bon Accord and the Employee is outlined in Schedule "A", attached.

2. Town of Bon Accord Assistance

- (a) The Town of Bon Accord will assist the Employee to pursue the training assistance package as detailed in Schedule "B" attached.
- (b) The Town of Bon Accord will not subsidize in any way, costs or expenses related to repeating or replacing any course or a portion of the program which the Employee has initially failed to successfully complete.
- (c) All other expenses associated with the training program not described in the training assistance package are the sole responsibility of the Employee.

3. Employee's Obligations

- (a) To diligently pursue the training program outlined in Schedule "A".
- (b) To successfully complete the training program. If the training program is not successfully completed and the Employee does not intend to pursue successful completion, all financial assistance received from the Town of Bon Accord must be immediately repaid to the Town of Bon Accord.
- (c) If the Employee resigns from his/her employment or is terminated for just cause, the Employee must repay the Town of Bon Accord financial assistance towards the training program according to Schedule "C", attached.

- (d) The Employee agrees that the Town of Bon Accord may deduct the amount owed pursuant to Schedule "C" from any money owed to the Employee (including earned wages or salary) at the time of resignation/termination.
- (e) The Employee acknowledges that he/she has sought or has at least had the opportunity to seek independent legal advice before signing this Agreement.

This Agreement is agreed to and accepted by the Town of Bon Accord and the Employee this [insert #day] day of [insert month], [insert year].

Employee

Town of Bon Accord
Per:

**TRAINING & DEVELOPMENT AGREEMENT
SCHEDULE A**

1. Name and nature of the program/course(s).
2. Duration/Scheduling
3. Location
4. Actual or estimated costs

DRAFT



TRAINING & DEVELOPMENT AGREEMENT SCHEDULE B

1. Financial assistance
 - a. amount
 - b. timing of payment
 - c. maximum limits
2. Time off – with or without pay
3. Town of Bon Accord work time devoted to the training program

DRAFT



**TRAINING & DEVELOPMENT AGREEMENT
SCHEDULE C**

1. If the employee resigns or is terminated for cause prior to:
 - (a) Completing the training program, or one (1) year following completion of the program, the employee must repay one hundred percent (100%) of the training program costs paid by the Town of Bon Accord.
 - (b) Two (2) years following completion of the program the employee must repay fifty percent (50 %) of the training program costs paid by the Town of Bon Accord.
 - (c) Three (3) years following completion of the program the Employee must repay twenty five percent (25%) of the training program costs paid by the Town of Bon Accord.

2. Once the Employee has completed three (3) years of service from the completion of the training program, there will be no remaining obligation to repay the Town of Bon Accord for assistance provided to the employee in relation to the program.



EXPENSE FORM

NAME: _____ **SIGNATURE:** _____
ADDRESS: _____ **DATE:** _____

Reimbursable Expenses (attach receipts):

DATE	DESCRIPTION & GL	NET	GST	GROSS
TOTAL		\$ -	\$ -	\$ -

include participants where applicable

Breakfast \$15 Lunch \$20 Dinner \$25

Meals - Reimbursable without Receipt:

DATE	DESCRIPTION & GL	NET	GST	GROSS
TOTAL		\$ -	\$ -	\$ -

include participants where applicable

Mileage (complete attached Detailed Travel Record):

TOTAL KMS	-
TOTAL	

NET	GST	GROSS
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -

Mileage is reimbursed: 0.505 per km

