

#### Town of Bon Accord AGENDA Regular Council Meeting November 1, 2022 7:00 p.m. in Council Chambers

Live Streamed on Bon Accord YouTube Channel

1. CALL TO ORDER

#### 2. ADOPTION OF AGENDA

#### 3. PROCLAMATIONS: MONTH OF NOVEMBER

3.1. Family Violence Prevention Month (enclosure)

#### 4. ADOPTION OF MINUTES

4.1. Regular Meeting of Council; October 18, 2022 (enclosure)4.2. Council Briefing Meeting; October 26, 2022 (enclosure)

#### 5. DELEGATION

**5.1.**7:15 p.m. Brenda Gosbjorn – Bon Accord Library Board Budget (enclosure) **5.2.**7:40 p.m. James MacDonald and Vicky Lefebvre – NLLS (enclosure)

#### 6. UNFINISHED BUSINESS

6.1. Amendment to Council Appointments – Homeland Housing (enclosure)
6.2. Alberta Industrial Heartland Association (enclosure)
6.3. City of St. Albert Invitation: Non-Resident User Fees (enclosure)

#### 7. NEW BUSINESS

7.1. Notice of Motion: Springbrook Park (enclosure)7.2. Holiday Hours (enclosure)7.3. Council Community Connections: December 2022 (enclosure)

#### 8. BYLAWS/POLICIES/AGREEMENTS POLICIES

- **8.1.** Council Workshop Policy (enclosure)
- 8.2. Employment Policy (enclosure)
- **8.3.** Organizational Chart Policy (enclosure)

#### 9. WORKSHOPS/MEETINGS/CONFERENCES

**9.1.**FCSSAA Annual Conference (enclosure)

#### **10. CORRESPONDENCE**

#### **11. NOTICE OF MOTION**

#### **12. CLOSED SESSION**

12.1. Hellinga Development Company Ltd. FOIP Act 24(1)(c) – Advice from officials and 25(1)(c)(iii) Disclosure harmful to economic and other interest of a public body

#### **13. ADJOURNMENT**



### PROCLAMATION

#### FAMILY VIOLENCE PREVENTION MONTH November 1-30, 2022

WHEREAS, Alberta has the third highest rate of self-reported spousal violence among Canadian provinces; and

WHEREAS, the effects of family violence may be carried on from one generation to the next; and

WHEREAS, the Town of Bon Accord supports proactive and preventative measures to increase awareness of the warning signs of family violence and the resources and supports available so we can work together to end family violence and build healthier relationships in our communities; and

WHEREAS, all Albertans know #WhereToTurn and have 24/7 access to the Family Violence Info line supports by contacting 310-1818 or using the online chat; and

WHEREAS, November is Family Violence Prevention Month in Alberta and all Albertans play a role in preventing family violence.

NOW THEREFORE, on behalf of Council, I, Mayor Brian Holden, do hereby proclaim November 1-30, 2022 as "Family Violence Prevention Month" in the Town of Bon Accord and encourage all citizens to observe this month.

Mayor Brian Holden

Date



P.O. Box 779, 5025 – 50 Avenue, Bon Accord, Alberta TOA 0K0

Phone: 780-921-3550 Fax: 780-921-3585 Email: info@bonaccord.ca



#### COUNCIL PRESENT

Mayor Brian Holden Deputy Mayor Lynn Bidney Councillor Lacey Laing Councillor Timothy J. Larson Councillor Tanya May

#### ADMINISTRATION

Jodi Brown – Chief Administrative Officer Lila Quinn – Recreation and Community Services Manager Dianne Allen – Planning and Economic Development Manager Falon Fayant – Corporate Finance Manager Terry Doerkson – Operations Supervisor Jessica Caines – Legislative Services and Communications Coordinator

#### CALL TO ORDER

Mayor Holden called the meeting to order at 8:31 a.m.

#### ADOPTION OF AGENDA

MAYOR HOLDEN MOVED THAT item 3.3 Special Meeting of Council Minutes for October 6, 2022, item 7.1 Supporting documentation for the member application for reappointment, item 7.4 Renewing motion for Council participation in regional Council orientation, item 13.1 Arena Concession Agreement – *FOIP Act s.24(1)(c) Advice from officials* and item 13.2 Personnel – *FOIP Act s. 17(1) Disclosure harmful to personal privacy and s. 24(1)(d) Advice from officials* be added to the agenda.

**CARRIED UNANIMOUSLY RESOLUTION 22-435** 

COUNCILLOR LARSON MOVED THAT Council adopt the October 18, 2022 agenda, as amended.

**CARRIED UNANIMOUSLY RESOLUTION 22-436** 

#### **ADOPTION OF MINUTES**

#### Organizational Meeting Minutes – October 4, 2022

COUNCILLOR MAY MOVED THAT Council adopt the minutes of the October 4, 2022 Organizational Meeting, as presented.

**CARRIED UNANIMOUSLY RESOLUTION 22-437** 

#### Regular Meeting of Council Minutes – October 4, 2022

DEPUTY MAYOR BIDNEY MOVED THAT Council adopt the minutes of the October 4, 2022 Regular Meeting of Council, as presented.

CARRIED UNANIMOUSLY RESOLUTION 22-438



#### Special Meeting of Council Minutes – October 6, 2022

COUNCILLOR LARSON MOVED THAT Council adopt the minutes of the October 6, 2022 Special Meeting of Council, as presented. CARRIED UNANIMOUSLY RESOLUTION 22-439

Councillor Laing arrived at 8:41 a.m.

#### **DEPARTMENT REPORTS**

DEPUTY MAYOR BIDNEY MOVED THAT Council accept the department reports as information.

#### **CARRIED UNANIMOUSLY RESOLUTION 22-440**

Mayor Holden called a short recess at 9:23 a.m. Mayor Holden called the meeting back to order at 9:30 a.m.

#### UNFINISHED BUSINESS

#### Dark Sky Community Survey

COUNCILLOR MAY MOVED THAT Council approves the Dark Sky Survey as presented and circulated AND THAT Council approves the public participation plan for the Dark Sky survey.

#### **CARRIED UNANIMOUSLY RESOLUTION 22-441**

#### **Council Annual Workshop**

DEPUTY MAYOR BIDNEY MOVED THAT Council direct administration to plan the annual Council Workshop on a date to be determined, subject to availability of the speaker and Council, from 8:30 a.m. – 4:15 p.m. AND FURTHER THAT Council approves the agenda as presented.

In favour: Mayor Holden, Deputy Mayor Bidney, Councillor Laing, Councillor Larson Opposed: Councillor May

**CARRIED RESOLUTION 22-442** 

#### 2023 Draft Operating & Capital Budget

DEPUTY MAYOR BIDNEY MOVED THAT Council approves the 2023 Operating and Capital budget as presented, and directs administration to bring the Water, Wastewater, and Waste Collection Bylaws to Council with the changes represented within the budget. **CARRIED RESOLUTION 22-443** 

#### North Saskatchewan Watershed Alliance Contribution Request

DEPUTY MAYOR LAING MOVED THAT Council declines the donation to North Saskatchewan Watershed Alliance in the amount of \$764.50 for the current year. **CARRIED UNANIMOUSLY RESOLUTION 22-444** 



Mayor Holden called a short recess at 10:35 a.m. Mayor Holden called the meeting back to order at 10:41 a.m.

#### NEW BUSINESS

#### **Community Services Advisory Board Appointment Extension**

COUNCILLOR LARSON MOVED THAT Council appoints Kalyna Romanowski for another one-year term as the youth representative on the Community Services Advisory Board (Term date to end August 17, 2023).

#### **CARRIED UNANIMOUSLY RESOLUTION 22-445**

#### **Community Services Advisory Board Appointment Extension**

COUNCILLOR MAY MOVED THAT Council appoints Christina Romanowski as the Rural Representative for a two-year term on the Community Services Advisory Board (Term date to end August 17, 2024).

#### CARRIED UNANIMOUSLY RESOLUTION 22-446

#### Fortis Alberta Franchise Fee 2023

COUNCILLOR BIDNEY MOVED THAT Council supports no change of Fortis franchise fees for 2023. IN FAVOUR: Mayor Holden, Deputy Mayor Bidney, Councillor Laing

OPPOSED: Councillor Laing, Councillor May

#### **CARRIED RESOLUTION 22-447**

#### Notice of Motion: Engine Retarder Breaks – Highway 28

COUNCILLOR LARSON MOVED THAT Council direct administration to research the possibility for action concerning vehicle owners who use their brake retarder or J-brake through Town on Highway 28 at all hours of the day.

#### CARRIED UNANIMOUSLY RESOLUTION 22-448

#### **Renewing Motion for Council Participation in Regional Council Orientation**

DEPUTY MAYOR BIDNEY MOVED THAT Council approve the attendance of Councillor Larson and any other members who wish to attend to facilitate the Councillor orientation workshop.

IN FAVOUR: Mayor Holden, Deputy Mayor Bidney, Councillor Laing, Councillor Larson OPPOSED: Councillor May

#### **CARRIED UNANIMOUSLY RESOLUTION 22-449**

#### BYLAWS/POLICIES/AGREEMENTS

#### Personal Information Bank (PIB) Policy

COUNCILLOR MAY MOVED THAT Council approve the Personal Information Bank (PIB) Policy as presented and circulated.

**CARRIED UNANIMOUSLY RESOLUTION 22-450** 



Mayor Holden called a short recess at 11:20 a.m. Mayor Holden called the meeting back to order at 11:25 a.m.

Councillor Laing moved that Council extend the meeting past 12:00 p.m., if needed. **CARRIED UNANIMOUSLY RESOLUTION 22-451** 

#### COUNCIL REPORTS

COUNCILLOR LAING MOVED THAT Council accept the Council reports as information. CARRIED UNANIMOUSLY RESOLUTION 22-452

#### CORRESPONDENCE

GENERAL

Town of Redwater – Library Funding

Minister Shandro - Provincial Police Service

COUNCILLOR LAING MOVED THAT Council accept the general correspondence as information.

CARRIED UNANIMOUSLY RESOLUTION 22-453

#### ACTION REQUIRED

## Royal Canadian Legion Gibbons Branch #226 – Remembrance Day Ceremony Invitation

DEPUTY MAYOR BIDNEY MOVED THAT Council direct administration to reply to Mrs. Bauder that I, Deputy Mayor Bidney, will attend the Gibbons Remembrance Day Service. **CARRIED UNANIMOUSLY RESOLUTION 22-454** 

NOTICE OF MOTION Springbrook Park

#### **CLOSED SESSION**

Arena Concession Agreement – FOIP Act s.24(1)(c) Advice from officials and Personnel – FOIP Act s. 17(1) Disclosure harmful to personal privacy and s. 24(1)(d) Advice from officials

COUNCILLOR LAING MOVED THAT Council enter into closed session to discuss Arena Concession Agreement – FOIP Act s.24(1)(c) Advice from officials and Personnel – FOIP Act s. 17(1) Disclosure harmful to personal privacy and s. 24(1)(d) Advice from officials at 11:39 a.m.

CARRIED UNANIMOUSLY RESOLUTION 22-455

COUNCILLOR LARSON MOVED THAT Council come out of closed session at 11:54 p.m. **CARRIED UNANIMOUSLY RESOLUTION 22-456** 



#### Arena Concession Agreement – FOIP Act s.24(1)(c) Advice from officials

COUNCILLOR LARSON MOVED THAT Council accepts this report as information and directs administration to proceed with negotiations with the Community League for the Arena Services Agreement as discussed.

#### **CARRIED UNANIMOUSLY RESOLUTION 22-457**

#### ADJOURNMENT

The October 18, 2022 Regular Meeting of Council adjourned at 11:58 a.m.

Mayor Brian Holden

Jodi Brown, CAO



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

#### COUNCIL PRESENT

Mayor Brian Holden Deputy Mayor Lynn Bidney – Chair Councillor Lacey Laing - virtual Councillor Timothy J. Larson Councillor Tanya May

#### **ADMINISTRATION**

Jodi Brown – Town Manager Falon Fayant – Corporate Services Manager Dianne Allen – Planning and Economic Development Manager Terry Doerkson – Operations Supervisor Jessica Caines – Legislative Services and Communications Coordinator

#### **CALL TO ORDER**

Mayor Holden called the meeting to order at 5:01 p.m.

#### **ADOPTION OF AGENDA**

COUNCILLOR MAY MOVED THAT item 5.3 Municipal Borrowing Bylaw 2022-19 Capital -Arena and item 6.2 Hellinga Development Company Ltd. FOIP Act 24(1)(c) – Advice from officials and 25(1)(c)(iii) Disclosure harmful to economic and other interest of a public body be added to the October 26, 2022 agenda.

**CARRIED UNANIMOUSLY RESOLUTION 22-458** 

COUNCILLOR LARSON MOVED THAT Council adopt the agenda for October 26, 2022, as amended.

**CARRIED UNANIMOUSLY RESOLUTION 22-459** 

#### UNFINISHED BUSINESS

3-Year Operating & 5-Year Capital Plans The report was reviewed.

#### NEW BUSINESS

New Monthly Report Template (Administration) The report was reviewed.

#### Town Manager Annual Evaluation

The report was reviewed.



#### Town of Bon Accord Council Briefing Meeting Minutes October 26, 2022 5:00 p.m. Live streamed on Bon Accord YouTube Channel

#### **BYLAWS | POLICIES | AGREEMENTS**

**Draft Council Workshop Policy** The report was reviewed.

#### Draft Employment Policy

The report was reviewed.

### Municipal Borrowing Bylaw 2022-19 Capital – Arena

The report was reviewed.

#### CLOSED SESSION

Organizational Chart Policy FOIP Act – 17(1) Disclosure harmful to personal privacy and 24(1)(d) Advice from officials and Hellinga Development Company Ltd. FOIP Act 24(1)(c) – Advice from officials and 25(1)(c)(iii) Disclosure harmful to economic and other interest of a public body

COUNCILLOR MAY MOVED THAT Council enter into closed session to discuss Organizational Chart Policy FOIP Act – 17(1) Disclosure harmful to personal privacy and 24(1)(d) Advice from officials and Hellinga Development Company Ltd. FOIP Act 24(1)(c) – Advice from officials and 25(1)(c)(iii) Disclosure harmful to economic and other interest of a public body at 6:07 p.m.

CARRIED UNANIMOUSLY RESOLUTION 22-460

COUNCILLOR LARSON MOVED THAT Council come out of closed session at 7:11 p.m.

#### **CARRIED UNANIMOUSLY RESOLUTION 22-461**

#### ADJOURNMENT

The October 26, 2022 Council Briefing Meeting adjourned at 7:13 p.m.

Mayor Brian Holden

Jodi Brown, CAO

### November 2022

**Esteemed Council Members :** 

**Programs and Special Events for January to November 2022** 

We thank you sincerely for your support in 2021. Here is a list of what we have

been providing:

- 1) Passive crafts. Approx. 35 participants per month.
- 2) Scavenger Hunt. Approx 32 participants per month.
- 1) Monthly Coloring Contest (20 participants/month) Free.
- 2) Krafty Kids (\$5 fee) 4 participants (started in Sept)
- 3) Book club (15 participants) Monthly
- 4) Knit or Knots (8-10 participants weekly)
- 5) Summer Reading Program (approx. 25 participants)
- 6) Winter Reading program (approx. 36 participants)
- 7) Family Fun Pack (26 participants)
- 8) Blind Date With a Book (24 participants)
- 9) Sidewalk crafts (88 participants)

We continue to celebrate Alberta Culture Days in September by inviting local artisans to exhibit their works in the library. This is a great opportunity for patrons to see all the talent we have in our community.

From our sample survey we took in early November we had approximately 182 patrons visit our library each week.

Statistics from 2021

Circulation: direct circulation 13796, interlibrary loan 5758, total circulation: 19554 Library Use: Personal visits 5520 Virtual Visits 6085

Card Holders: 485 card holders

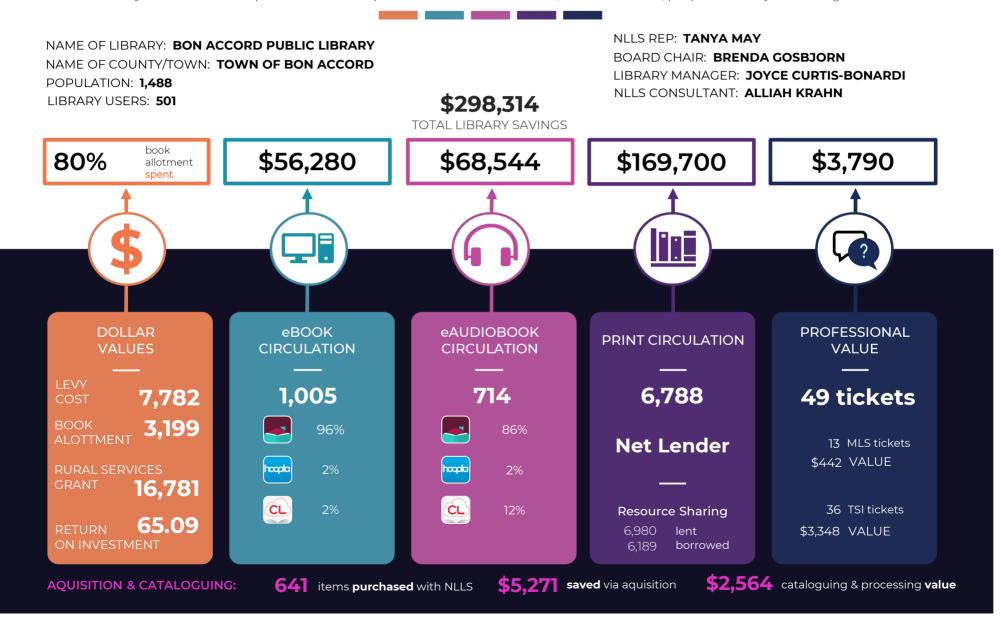
**Computer Use: Work Station Hours 336 hours** 

In closing we thank you once again for your generosity.

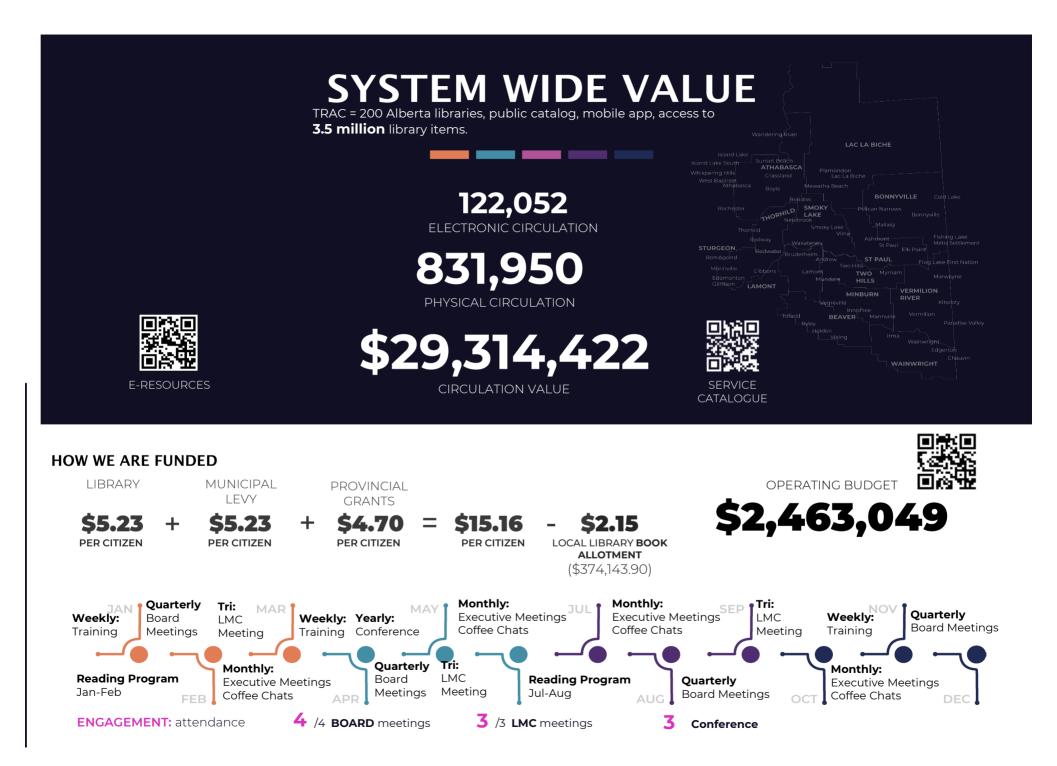
Budget 2020-2023	Approved 2022 Budget	Proposed 2023 Budget
Town of Bon Accord Library Board		
Expenses		
Wages (includes vac. Pay & employer contributions)	\$72,000	\$72,000
Payroll Admin Fee	0	0
WCB	\$425	\$425
Training: Digital Upgrading (New Staff Training)	\$1,000	\$1,000
Mileage	\$500	
NLLS Transfer fee	\$8,273	\$8,273
Telephone	\$1,700	\$1,700
Miscellaneous	\$500	\$500
Insurance	\$2,230	\$2,230
Photocopier Contract (includes maintenance)	\$2,260	\$2,260
Programming	\$3,500	\$3,500
Debit Machine	\$700	\$700
General & Office supplies	\$1,500	\$1,500
Lost and damaged materials	\$400	\$400
Bank Fees	\$80	\$80
Total Expenses	\$95,068	\$95,068
Income	2022	2023
Town Contribution	\$41,500	
Town Per Capita	\$2,976	
Provincial Grant	\$16,650	
Sturgeon county Operating Grant	\$6,000	
Sturgeon County Rural Grant	\$16,650	
Fees and Fines (Card fees and fines)	\$4,000	
Other revenue ( copies, faxes, )	\$1,624	
Programming Income	\$3,176	. ,
Used Book Sales	\$1,700	
Interest	\$20	
Donations/Fund Raisers	\$772	
Total Income	\$95,068	\$95,068
Town of Bon Accord Library Board		
Board Chair: Brenda Gosbjorn		
Signature Date		

# 2021 NLLS VALUE STATEMENT

This value statement highlights the benefits of belonging to Northern Lights Library System. It is a snapshot of the health of your library and the value of your investment. For questions or concerns please contact James MacDonald, Executive Director, (780)-545-5072 or jmacdonald@nlls.ab.ca



HOW STATS ARE CALCULATED



#### TOWN OF BON ACCORD

#### **REQUEST FOR DECISION**

Meeting: Meeting Date: Presented by:	Regular Council Meeting November 1, 2022 Jodi Brown, Town Manager
Title:	Amendment to Council Appointments – Homeland Housing
Agenda Item No.	6.1

#### BACKGROUND/PROPOSAL

At the October 4, 2022, Organizational Meeting, Council approved Council appointments to boards, commissions, and committees.

After advising Homeland Housing of the representative (Deputy Mayor Bidney) and alternate (Councillor Laing) for 2022-2023, administration was advised per the attached email that alternates are not allowed.

#### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Administration has updated the attached chart removing Councillor Laing as an alternate for the Homeland Housing board.

#### STRATEGIC ALIGNMENT

#### Values 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.

#### Values Statement: Stewardship

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

#### COSTS/SOURCES OF FUNDING

Annual budget per the Council Remuneration Policy.

#### **RECOMMENDED ACTION (by originator)**

1. That Council approves the amendment to the 2022-2023 Council Appointments to Boards, Commissions and Committees as presented.

From:	Homeland Housing Info
То:	Jessica Caines; Homeland Housing Info
Subject:	RE: 2022-2023 Council Appointments
Date:	October 19, 2022 1:48:02 PM
Attachments:	image001.png
	image002.png
	image003.png
	image004.png

Hi Jessica,

Thank you so much for confirming your board appointments. We are thrilled to have Lynn as part of our Board. For confirmation, our Ministerial Order does not allow for alternates. I noticed that you have Councilor Laing listed as an alternate.

Take care, Raymond



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From: Jessica Caines <lscoordinator@bonaccord.ca>
Sent: Wednesday, October 19, 2022 1:24 PM
To: Homeland Housing Info <info@homelandhousing.ca>
Subject: 2022-2023 Council Appointments

Good afternoon,

Please see attached letter.

Thank you,

#### Jessica Caines (she/her)

Legislative Services & Communications Coordinator LScoordinator@bonaccord.ca 780-921-3550 www.bonaccord.ca PO Box 779; 5025 50 Ave. Bon Accord, AB T0A 0K0



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### COUNCIL COMMITTEE APPOINTMENTS 2022-2023

COMMITTEE	REP	FREQUENCY	STAFF	ALTERNATE
Alberta Capital Region Wastewater Commission	Lynn Bidney	Once / month 3rd Friday (Day)		
B.A.C.S. & Lilian Schick Joint- Use*	Timothy J. Larson	Once per quarter (Day)	Recreation & Community Services Manager & Town Manager	Lacey Laing
Bon Accord Public Library *	Tanya May Lacey Laing	Once per month – 2 <sup>nd</sup> Tuesday (evening)		N/A
Northern Lights Library System	Tanya May	Quarterly (Saturday (Day) in Elk Point)		Lacey Laing
Capital Region Assessment Services Commission	Tanya May		Town Manager	All of Council
Capital Region Northeast Water Services Commission	Timothy J. Larson	Quarterly (Day)		Brian Holden
Community Services Advisory Board*	Tanya May	Once per Quarter	Recreation & Community Services Manager	Lacey Laing
Edmonton Salutes Committee (effective July 28, 2014)	Lacey Laing	Once per month		Tanya May
Homeland Housing Board*	Lynn Bidney	Last Thursday of each month (Day)		Lacey Laing
Intermunicipal Collaboration Framework (ICF) Committee (and IDP – Intermunicipal Development Plan)	Lacey Laing Lynn Bidney Brian Holden	Quarterly /Daytime	Town Manager	
Intermunicipal Subdivision & Development Appeal Board*	Brian Holden (until next general election)		Town Manager, as required	
Municipal Emergency Advisory Committee	All of Council	Once per year (Day)	DEM & DDEM	
Northern Mayor's Caucus	Mayor	Once/quarter		Deputy Mayor
Regional Emergency Advisory Committee	Timothy J. Larson	Once per quarter (Day)		All of Council
Roseridge Waste Management Services	Mayor	Once / month 2nd Thursday (Evening)		Deputy Mayor
Sturgeon Regional Partnership Committee	Mayor			Lacey Laing
Veterans' Memorial Park Committee	Timothy J. Larson Tanya May		Recreation & Community Services Manager	

\*Indicates Public Members at large also appointed or approved by Council

#### TOWN OF BON ACCORD

#### **REQUEST FOR DECISION**

Meeting: Meeting Date: Presented by:	Regular Meeting of Council November 1, 2022 Dianne Allen, Manager Planning & Development
Title:	Alberta Industrial Heartland Association
Agenda Item No.	6.2

#### **BACKGROUND/PROPOSAL**

During the Regular Meeting of Council on October 04<sup>th</sup>, 2022,

Deputy Mayor Bidney moved that Council direct administration to research becoming an Associate Member of the Alberta Industrial Heartland (AIHA), Resolution #22-422.

#### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

In 2018 (November) administration contacted AIHA Director, inquiring on how the Town of Bon Accord could become an Associate Member. The Executive Director advised that the Board would review the Towns request.

In 2019, the AIHA Director reported that the Board expressed no desire to open the Associate Membership to Bon Accord, as Bon Accord would not receive direct benefit. The Town does not have heavy industrial land and would not have any in the foreseeable future, as per the Municipal Development Plan. If AIHA has a change of heart the Town would be most welcome.

October 14, 2022, administration reconnected with AIHA to investigate if the Associate Membership policies had changed. AIHA responded that the Associate Membership is meant to increase traction to heavy industrial investment. If the Board is looking to increase their associate memberships, Bon Accord will be the first to know.

#### STRATEGIC ALIGNMENT (Councils Strategic Plan 2022-2026)

#### Priority #1: Economy

• The Town of Bon Accord is committed to achieving steady growth through residential, commercial, and industrial development.

#### Priority #5: Collaboration

• The Town of Bon Accord has strong, sustainable relationships to enhance municipal programs and services.

#### **COSTS/SOURCES OF FUNDING**

N/A

#### **RECOMMENDED ACTION (by originator)**

#### Choose one of the following actions:

- 1. THAT Council accepts this report as information.
- 2. THAT Council directs administration to...

#### TOWN OF BON ACCORD

#### **REQUEST FOR DECISION**

Meeting: Meeting Date: Presented by:	Regular Council Meeting November 01 <sup>st</sup> , 2022 Jodi Brown (Town Manager)
Title:	City of St. Albert Invitation: Non-Resident User Fees
Agenda Item No.	6.3

#### BACKGROUND/PROPOSAL

During the October 04<sup>th</sup>, Regular Council Meeting,

Councillor Laing moved that Council direct administration to contact the City of St. Albert for more information regarding non-residential recreation user fees. Carried Unanimously Resolution #22-432

The invitation from the City of St. Albert to establish an Intermunicipal Collaboration Framework agreement presented to Council at the October 04<sup>th</sup>, 2022 Regular Meeting is enclosed for reference.

#### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Administration contacted the City of St. Albert for more information and received the enclosed email response.

In order to understand more fully the benefit to Bon Accord residents, Administration would need to express interest in this initiative and take part in the initial discussions and meetings relative to this matter. It will take time to develop this relationship and determine the parameters of the agreement.

There may be some benefit in developing intermunicipal relationships beyond our region, however, to commit staff time to another project, a clear benefit to Bon Accord residents (and the number of residents that would benefit) would need to be substantial enough to warrant the staff time involved.

#### **Recommendation:**

The Town could participate in the initial discussions to learn more about this initiative and the potential benefits before deciding to enter into an agreement.

#### 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.

#### Priority #5: Collaboration

The Town of Bon Accord has strong, sustainable relationships to enhance municipal programs and services.

#### **COSTS/SOURCES OF FUNDING**

The City of St. Albert has confirmed that there is "no expectation of funding".

#### **RECOMMENDED ACTION (by originator)**

Choose one of the following actions:

- 1. THAT Council direct administration to submit an expression of interest in establishing an Inter-municipal Collaboration Framework agreement with the City of St. Albert to waive non-resident fees for Bon Accord residents using recreational facilities or accessing recreational programs in St. Albert.
- 2. THAT Council direct administration to decline participation in Inter-municipal Collaboration Framework discussions with the City of St. Albert at this time.
- 3. THAT Council direct administration to...



Office of the Deputy Chief Administrative Officer Phone: 780-459-1607 5 St. Anne Street St. Albert, AB T8N 3Z9 www.stalbert.ca

....12

File: C00

September 2, 2022

Jodi Brown Town of Bon Accord 5025 – 50<sup>th</sup> Avenue Bon Accord, AB T0A 0K0 SENT VIA EMAIL: cao@bonaccord.ca

Dear Ms. Brown:

#### Re: Non-Residential Recreation User Fees

On June 7, 2022, St. Albert City Council passed a motion (Attachment 1) that effective April 1, 2023, the City implement non-resident user fees at recreation centres within St. Albert, for residents of communities the City does not have an intermunicipal collaboration framework or cost-sharing agreement with for recreation services.

St. Albert currently has two such frameworks with the City of Edmonton and Town of Morinville, which are available on our website at: <u>stalbert.ca/cosa/leadership/advocacy/</u>

City Administration is reaching out to you to gauge your interest in completing a similar agreement prior to April 1, 2023, which focuses on future-state collaborative planning for recreation facilities and services at an administrative level. This would not require cost-sharing between municipalities for recreation services and would ensure non-resident fees are not applied to your respective community.

If you are interested in completing this work, please contact me at <u>khilts@stalbert.ca</u> or Trevor Duley, Manager, Government Relations at <u>tduley@stalbert.ca</u> before November 1, 2022.

Jodi Brown Page 2 of 2 September 2, 2022

Thank you in advance. Please feel free to reach out if you have any questions.

Sincerely,

¥

Kerry Hilts Deputy Chief Administrative Officer

Attachment:

- June 7, 2022 City of St. Albert Council Motion
- cc: William (Bill) Fletcher, CAO, City of St. Albert Diane Enger, Interim Assistant Deputy CAO, External Services, City of St. Albert Trevor Duley, Manager, Government Relations

#### Attachment 1: June 7, 2022 City of St. Albert Council Motion

That the City of St. Albert invite all surrounding municipalities to enter into an intermunicipal collaboration agreement or equivalent, that do not already have one in place with the City.

That effective April 1, 2023, the City of St. Albert implement non-resident recreation user fees and charges for programs and services which are higher than those charged to St. Albert residents, with the exception of those non-residents from municipalities that have an intermunicipal collaboration framework, memorandum of understanding or other partnership or contribution agreement, pertaining to recreation, that benefits both the City and the other party, and that these fees are maintained until such time an intermunicipal collaboration framework or equivalent is established with that municipality.

That Administration bring back a report to Council by the end of Q4 2022 with an update on the agreement status with surrounding municipalities, and an implementation plan, fees schedule and the applicable programs and services if agreements cannot be formed with all affected municipalities. cao

From: Sent:	Kerry Hilts <khilts@stalbert.ca> October 20, 2022 4:07 PM</khilts@stalbert.ca>
То:	cao
Cc:	Trevor Duley
Subject:	RE: Non-resident Recreational User Fees

Hi Jodi,

My apologies for the tardiness of my reply. The purpose of the ICFs with neighbouring communities is to explore opportunities for partnerships and to share information moving forward – regarding recreation amenities and programs. It's about the conversation / information sharing / awareness. There is no expectation for funding, nor does it have any legal requirements. The ICF would be similar to Morinville and the City of Edmonton, noted below:

- <u>https://stalbert.ca/site/assets/files/1057/stalbert-edmonton-intermunicipal-collaboration-framework.pdf</u>
- <u>https://stalbert.ca/site/assets/files/1057/stalbert-morinville-intermunicipal-collaboration-framework.pdf</u>

Your last point on costs related to data collection and engagement would be part of the conversation. We would not have expectation that Bon Accord would have recreation data software but would share what they have. I don't see any upfront costs in relation to public engagement, as it would be the responsibility of the community building the amenity. Unless it was a joint project. But as stated, that would be part of any future partnership agreement that are a result of the ICF.

Let me know if you have questions.

Kind regards,

#### **Kerry Hilts**

Deputy Chief Administrative Officer City of St. Albert, The Botanical Arts City P: 780-459-1634 | F: 780-459-1591

City of St. Albert | 5 St. Anne Street | St. Albert, AB | T8N 3Z9 <u>khilts@stalbert.ca</u> www.stalbert.ca





Bringing Our Best to Cultivate An Amazing Community

From: cao <cao@bonaccord.ca> Sent: Wednesday, October 12, 2022 10:13 AM

#### External Email: Use caution with links and attachments.

Hello,

Thank-you for your correspondence regarding non-residential recreational user fees and for reaching out to our community.

Our Council is interested in learning more information about this opportunity.

Should we proceed with the ICF, could you please confirm

- If there would be any limitations on the type of activities that our residents would be able to access and/or • registration limitations?
- Do your current ICF agreements include a requirement for consultation on all recreational developments • (playgrounds, skateboard parks, or only arenas)?
- Would you be able to share your ICF agreement with Morinville? Would a similar approach be followed?
- Please confirm, that cost-sharing would not be an expectation. Further, would there be an expectation of other costs related to data collection or public engagement activities?

I will look forward to hearing back from you.



P: 780-921-3550 C: 780-218-3338 www.bonaccord.ca PO Box 779; 5025 50 Ave. Bon Accord, AB T0A 0K0

Confidentiality Warning: This message and any attachments are intended only for the use of the intended recipient(s), are confidential, and may be privileged. If you are not the intended recipient, you are hereby notified that any review, retransmission, conversion to hard copy, copying, circulation or other use of this message and any attachments is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return e-mail, and delete this message and any attachments from your system.

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#### TOWN OF BON ACCORD

#### **REQUEST FOR DECISION**

Meeting: Meeting Date: Presented by:	Regular Meeting of Council November 1, 2022 Jodi Brown, Town Manager
Title:	Notice of Motion: Springbrook Park
Agenda Item No.	7.1

#### BACKGROUND/PROPOSAL

Councillor Laing brought forward a Notice of Motion at the October 18, 2022, Regular Meeting of Council regarding Springbrook Park.

#### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Councillor Laing's Notice of Motion is enclosed.

#### STRATEGIC ALIGNMENT

N/A

#### **COSTS/SOURCES OF FUNDING**

N/A

#### **RECOMMENDED ACTION (by originator)**

That Council direct administration to....



# Notice of Motion:

I councilor Lacey Laing, bring forward a "Notice of Motion", regarding Springbrook park (purple park), can we research a plan to raise funds, including using Community building futures tax fund. Basically, make a budget and set a plan/goal to bring forward to fruition.

Collaboration with Sturgeon County.

We need to investigate options of what we can do to help bring inclusion to our community,

This item is to be brought forward at the next council meeting November 1, for Council consideration and review.

Lacey Laing Councilor Town of Bon Acord

#### TOWN OF BON ACCORD

#### **REQUEST FOR DECISION**

Meeting:	Regular Meeting of Council
Meeting Date:	November 1, 2022
Presented by:	Falon Fayant, Corporate Services Manager
Title:	Holiday Hours - 2022

**BACKGROUND/PROPOSAL** 

7.2

Agenda Item No.

#### Historically, Council has approved the closure of the Town Office for Christmas hours. The Town and Council has also historically recognized Christmas Day, Boxing Day, and New Year's Day as statutory holidays and treated them as such. Alberta recognizes Christmas Day and New Year's Day as official statutory holidays. Additionally, Council has in previous years often approved additional office closure days as a holiday gesture of recognition and goodwill for the staff.

This year Christmas Day falls on a Sunday and Boxing Day falls on a Monday and New Year's Day falls on a Sunday. Following Alberta employment standards guidelines, employees are entitled to the next regular workday off with pay.

#### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

During the time between Christmas and New Year's, residents are spending time with their families, and as such the office does not get a lot of walk-in or telephone traffic. Most Town services are available online. On-call staff would still be available for emergencies, and on-call staff must complete operational checks on every 4<sup>th</sup> day. Public works staff can be called in if snow removal is required. The arena is closed December 24<sup>th</sup> to December 26<sup>th</sup> as well as December 31<sup>st</sup> to January 1<sup>st</sup>.

The following options are presented to Council for office closure days:

**Option 1:** Close Monday, December 26<sup>th</sup> through to Monday, January 2<sup>nd</sup> (inclusive) – reopening on Tuesday, January 3<sup>rd</sup>.

This option recognizes Tuesday, December 27<sup>th</sup> in lieu of Christmas Day and Monday, January 2<sup>nd</sup> in lieu of New Year's Day as well as an **additional three** days of holiday staff recognition.

MON	TUES	WED	THURS	FRI	SAT	SUN	MON
Dec. 26	Dec. 27	Dec. 28	Dec. 29	Dec. 30	Dec. 31	JAN. 1	Jan. 2
-	Closed- STAT		Closed - FLOATER	-	Closed	Closed	Closed - STAT

**Option 2:** Close Monday, December 26<sup>th</sup>, Tuesday December 27<sup>th</sup> in lieu of Christmas Day, Wednesday, December 28<sup>th</sup> as **one additional Holiday Floater Day**, and Monday, January 2 in lieu of New Years Day.

 TUES Dec. 27		THURS Dec. 29			SUN JAN. 1	MON Jan. 2
	Closed - FLOATER	Open	Open	Closed	Closed	Closed - STAT

**Option 3:** Close at noon on Friday, December 23<sup>rd</sup>, closed on Monday, December 26<sup>th</sup>, closed Tuesday, December 27<sup>th</sup> in lieu of Christmas Day, close at noon on Friday, December 30<sup>th</sup>, and closed on Monday, January 2<sup>nd</sup> in lieu of New Year's Day. **This option gives two half-days of holiday staff recognition.** 

FRI	MON	TUES	WED	THURS	FRI	SAT	SUN	MON
Dec. 23	Dec.	Dec.	Dec.	Dec. 29	Dec. 30	Dec.	JAN. 1	Jan. 2
	26	27	28			31		
Close @	Closed	Closed	Open	Open	Close @	Closed	Closed	Closed
12:00pm	-	-	-	-	12:00PM			-
$-\frac{1}{2}$	STAT	STAT			-1/2			STAT
FLOATER					FLOATER			

**Option 4:** Closed on Monday, December 26<sup>th</sup>, closed Tuesday, December 27<sup>th</sup> in lieu of Christmas Day, and closed on Monday, January 2 in lieu of New Year's Day. **This option recognizes only the days in lieu of Stat holidays.** 

FRI	MON	TUES	WED	THURS	FRI	SAT	SUN	MON
Dec.	Dec.	Dec.	Dec.	Dec. 29	Dec.	Dec.	JAN. 1	Jan. 2
23	26	27	28		30	31		
Open	Closed	Closed	Open	Open	Open	Closed	Closed	Closed
	- STAT	- STAT						-STAT

Following discussion with staff, Administration is recommending Option 1. Option 1 best balances staff recognition, service levels, and service excellence. The additional staff recognition and holiday goodwill follows historical practices and allows for staff to spend time with family in our family-oriented community without affecting the bottom line of the budget. Service levels and service excellence are maintained with offering services online and taking into consideration that the office has minimal phone and walk-in traffic during the recommended time period. Many residents became proficient with online services over the course of the pandemic.

Being an employer of choice and factoring in retention strategies for long-term and therefore experienced employees can equal service excellence. Retention strategies as suggested with Option 1 can minimally affect the budget.

#### STRATEGIC ALIGNMENT

#### Values Statement: Service Excellence:

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

#### Values Statement: Stewardship:

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

#### **COSTS/SOURCES OF FUNDING**

NA

#### **RECOMMENDED ACTION (by originator)**

One of the following:

- 1. THAT ...Council approves Option 1, Stat holidays, and additional holiday closure from December 26<sup>th</sup> to January 2<sup>nd</sup> inclusive.
- 2. THAT ...Council approves Option 2, Stat holidays, and additional holiday closure on December 28<sup>th</sup>.
- 3. THAT ...Council approves Option 3, Stat holidays, and additional holiday closure at noon on December 23<sup>rd</sup> and noon on December 30<sup>th</sup>.
- 4. THAT ...Council approves Option 4 for Stat holiday office closures with no additional holiday closures beyond the weekdays granted in lieu of statutory holidays.
- 5. THAT ... Council approves...

#### TOWN OF BON ACCORD

#### **REQUEST FOR DECISION**

Meeting: Meeting Date: Presented by:	Regular Meeting of Council November 1, 2022 Jodi Brown, Town Manager				
Title:	Council Community Connections: December 2022				
Agenda Item No.	7.3				

#### BACKGROUND/PROPOSAL

The attached Public Participation Policy includes the provision for quarterly Council Community Connections events as noted below:

Council Community Connections Events:

1. The Town Manager shall present an annual Public Participation Plan for Public Participation sessions entitled, "Council Community Connections".

2. Council Community Connections Events will be held 4 times per calendar year.

3. The Council Community Connections events will be held in person where possible unless extenuating circumstances require the event to be held virtually.

Historically, these events have been held in Council Chambers during the cooler months.

#### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Administration is seeking direction from Council to plan for this event. The following points are presented for Council consideration:

- Date (options below):
  - $\circ$  Wednesday, December 7 from 6 8 p.m.
  - $\circ$  Thursday, December 8 from 6 8 p.m.
  - $\circ$  Thursday, December 15 from 6 8 p.m.
- Location: Council Chambers
- In-Person event
- Topics:
  - Council Community Connections offers residents the opportunity to bring forward any topic of their choosing, however, Council may wish to assign specific topics for this event to be included on advertisements in advance.

Alternatively, Council may wish to hold this event in the morning. The three former Council Community Connections were held in the evening. A morning event would allow residents who work in the evening the opportunity to connect with Council. This would align with the policy's Public Participation Standards that "Public Participation will be conducted in a sustainable and inclusive manner having regard to different levels of accessibility."

Once plans are confirmed by Council, administration will develop and circulate event communications.

#### STRATEGIC ALIGNMENT

Value Statement: Transparency

• Open and accountable to our residents and encourage open communications.

Value Statement: Collaboration

• Discussion is welcome from all levels of government, neighbouring municipalities, residents and businesses in the Town, the place we call home.

#### **COSTS/SOURCES OF FUNDING**

#### Annual Budget

#### **RECOMMENDED ACTION (by originator)**

Choose one of the following options:

- 1. That Council directs administration to plan and advertise the Council Community Connections public engagement session on [selected date] from [selected time].
- 2. That Council directs administration to plan and advertise the Council Community Connections public engagement session [selected date] from [selected time], with topics including [list of topics].
- 3. That Council directs administration to....



#### PUBLIC PARTICIPATION POLICY

SECTION: Administration / Council DEPARTMENT: Administration COUNCIL APPROVAL DATE: July 3, 2018

#### POLICY STATEMENT

Council and Administration recognize that quality Public Participation is a critical component of good governance and as such, adequate resources will be allocated and the appropriate level of Public Participation undertaken. The Town is committed to Public Participation activities that are founded on the following principles:

- Shared Responsibilities and Commitment: Public Participation leads to better decisions and is a shared responsibility of Council, Administration and the community.
- **Transparent and Accountable**: The Town communicates clearly and openly about Public Participation opportunities and processes, providing factual and evidence-based information. It shares the outcomes of Public Participation, including how the information was used in the decision-making process and makes decisions in the best interest of the community.
- Inclusive and Accessible: The Town endeavors to provide opportunities for Public Participation that take into account the diversity of needs, abilities and viewpoints of the members of the community.
- **Appropriate and Responsive**: Public Participation activities need to be appropriate to the stated goals, and reflective of the varied preferences and needs of community members for receiving and sharing information.
- Evaluation and Continual Improvement: Public Participation is a dynamic and evolving process that needs frequent evaluation and adjustment to continuously improve and address the changing needs of the community.



#### PURPOSE

In accordance with Section 216.1 of the Municipal Government Act, this Public Participation Policy has been developed to recognize the value of Public Participation and create opportunities for meaningful Public Participation in decisions that directly impact the public.

#### SCOPE

This policy will be enacted on a case-by-case basis.

#### DEFINITIONS

"Town Manager" means the chief administrative officer of the Municipality or their delegate.

"Municipal Stakeholders" means the residents of the Municipality, as well as other individuals, organizations, or persons that may have an interest in, or are affected by, a decision made by the Municipality.

"Municipality" means the Town of Bon Accord.

"Public Participation" includes a variety of non-statutory opportunities where Municipal Stakeholders receive information and/or provide input to the Municipality.

"Public Participation Plan" means a plan which identifies which Public Participation Tools to be used to obtain public input in a particular circumstance.

"Public Participation Tools" means the tools that may be used, alone or in combination, to create Public Participation opportunities including, but not limited to:

• In-person participation which may include at-the-counter interactions, doorknocking, interviews, meetings, round-tables, town halls, open houses and workshops;



- Digital participation which may include online workbooks, chat groups, webinars, message boards/discussion forums, and online polls or surveys;
- Written participation which may include written submissions, email, and mail-in surveys, polls and workbooks; and
- Representative participation which may include being appointed to an advisory committee, ad hoc committee, or citizen board.

### COUNCIL RESPONSIBILITIES

Council shall:

- 1. Review and approve Public Participation Plans developed by the Town Manager in accordance with this policy or as directed by Council;
- 2. Consider input obtained through Public Participation;
- 3. Review this policy to ensure the policy complies with all relevant legislation, municipal policies, and the spirit and intent of Public Participation;
- 4. Ensure appropriate resources are available to solicit Public Participation in accordance with this policy;
- 5. Promote and support Public Participation; and
- 6. Request and review information from the Town Manager on the scope, timing, appropriate methods, and resources required for Public Participation prior to directing the development of a Public Participation Plan.

#### ADMINISTRATION RESPONSIBILITIES

The Town Manager shall:

- 1. In accordance with this policy or as directed by Council, develop Public Participation Plans, for Council approval;
- 2. Implement approved Public Participation Plans; and
- 3. Report the findings of the Public Participation to Council;
- Consider timing, resources and engagement when developing and modifying Public Participation Plans;
- 5. Evaluate the effectiveness of the Public Participation Plan and the Public



Participation Tools used in a particular circumstance;

- Communicate to Council and the public, when appropriate, the effectiveness of a Public Participation Plan and the Public Participation Tools used;
- 7. Develop the necessary procedures to implement this policy; and
- 8. Assess this policy and make recommendations to Council about the Public Participation and resourcing.

### PUBLIC PARTICIPATION OPPORTUNITIES

The Town Manager may develop and implement a Public Participation Plan in the following circumstances or as directed by Council:

- 1. When new programs or services are being established;
- 2. When existing programs and services are being renewed;
- 3. When identifying Council priorities;
- 4. When gathering input or formulating recommendations with respect to budget;
- 5. When gathering input or formulating recommendations with respect to the Municipality's strategic plans or business plans;
- 6. When gathering input or formulating recommendations with respect to the Municipality's capital plan and/or financial plan;

### COUNCIL COMMUNITY CONNECTIONS EVENTS:

- 1. The Town Manager shall present an annual Public Participation Plan for Public Participation sessions entitled, "Council Community Connections".
- 2. Council Community Connections Events will be held 4 times per calendar year.
- 3. The Council Community Connections events will be held in person where possible unless extenuating circumstances require the event to be held virtually.

#### POLICY EXPECTATIONS

#### 1. Legislative and Policy Implications

a. All Public Participation will be undertaken in accordance with the Municipal



Government Act, the Freedom of Information and Protection of Privacy Act and any other applicable legislation.

- b. All Public Participation will be undertaken in accordance with all existing municipal policies.
- c. This policy shall be available for public inspection and shall be posted to the Municipality's website.
- d. This policy will be reviewed at least once every four years.

### 2. Public Participation Standards

- a. Public Participation will be conducted in a sustainable and inclusive manner having regard to different levels of accessibility.
- b. Public Participation activities will be conducted in a professional and respectful manner.
- c. Public Participation plans will consider early, ongoing, and diverse opportunities to provide input.
- d. Municipal Stakeholders who participate in any manner of Public Participation are required to be respectful and constructive in their participation. Municipal Stakeholders who are disrespectful, inappropriate, or offensive, as determined by Administration, may be excluded from Public Participation opportunities.

### 3. Public Participation Plans

- a. When so directed by this policy or Council, the Town Manager shall develop a Public Participation Plan for approval by Council which shall consider the following:
  - i. The nature of the matter for which Public Participation is being sought;
  - ii. The impact of the matter on Municipal Stakeholders;
  - iii. The demographics of potential Municipal Stakeholders in respect of which Public Participation Tools to utilize, the level of engagement,



and time for input;

- iv. The timing of the decision and time required to gather input;
- v. What information is required, if any, to participate; and
- vi. Available resources and reasonable cost.
- b. Public Participation Plans will, at minimum, include the following:
  - i. A communication plan to inform the public about the Public Participation Plan and opportunities to provide input;
  - ii. Identification of which Public Participation Tools will be utilized;
  - iii. Timelines for participation;
  - iv. Information about how input will be used; and
  - v. The location of information required, if any, to inform the specific Public Participation.

#### 4. Reporting and Evaluation

- a. Information obtained in Public Participation will be reviewed by the Town Manager and a report shall be provided to Council.
- b. The report shall include, at minimum, the following:
  - i. An overview of the Public Participation Plan and how it was developed;
  - ii. An assessment of the effectiveness of the plan based on the level of engagement and the quality of input;
  - iii. A summary of the input obtained; and
  - iv. May include recommendations for future Public Participation Plans.
- c. Reports shall be provided to Council for review.

### TOWN OF BON ACCORD

#### **REQUEST FOR DECISION**

Meeting: Meeting Date: Presented by:	Regular Council Meeting November 01 <sup>st</sup> , 2022 Jodi Brown (Town Manager)
Title:	Council Workshop Policy
Agenda Item No.	8.1

#### BACKGROUND/PROPOSAL

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

The Town of Bon Accord holds an annual Council Workshop in addition to other workshops as needed (for example, following an election, an Orientation Workshop is held).

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.

#### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

This policy will establish a consistent approach and standards for internal Council Workshops hosted by the Town.

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.

The proposed Council Workshop Policy is enclosed for review and approval.

#### STRATEGIC ALIGNMENT

#### Values Statement: Transparency

Open and accountable to our residents and encourage open communication.

#### 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

#### **RECOMMENDED ACTION (by originator)**

Choose one of the following actions:

- 1. THAT Council approve the Council Workshop Policy as presented and circulated.
- 2. THAT Council approve the Council Workshop Policy with the following amendments...
- 3. THAT Council directs administration to..



#### **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 apply to 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.

This policy shall also not apply to Council Workshops attended by less than a majority of Council (i.e. 1 - 2 members of Council).

#### 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:

- 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

- 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.



# Policy xx-xxx

#### REFERENCES

Municipal Government Act Freedom of Information and Protection of Privacy Act Procedural Bylaw Code of Conduct Bylaw

### TOWN OF BON ACCORD

#### **REQUEST FOR DECISION**

Meeting: Meeting Date: Presented by:	Regular Meeting of Council November 1, 2022 Falon Fayant, Corporate Services Manager
Title:	Employment Policy
Agenda Item No.	8.2

#### BACKGROUND/PROPOSAL

Administration has completed a draft of a new Employment Policy which was presented to Council during the October 26 Council Briefing meeting. The Town's current Employee Handbook is dated 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:**

Length of Service	Annual Entitlement	Rate of Accrual
1-7 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
<del>16-19</del> 11-15 years continuous service	5 weeks or 25 days	2.09 days/month
<del>20</del> 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 years + = each additional year gives an additional
6 - 10 years = 20 days	5-15 years = 20 days	5 - 9 years = 20 days	day
		10 - 14 years = 25	
10+ years = 25 days	15-20 years = 25 days	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. Further, the spread of illness in the workplace may create staff shortages that may impact operations.

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 <del>one day per</del> 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).

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
	6 hours		up to maximum of 80	
Westlock (*)	biweekly		hours	Yes

Comparison of Sick Leave with Nearby Municipalities:

(\*) 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: Stewardship

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

#### Values Statement: Service Excellence

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

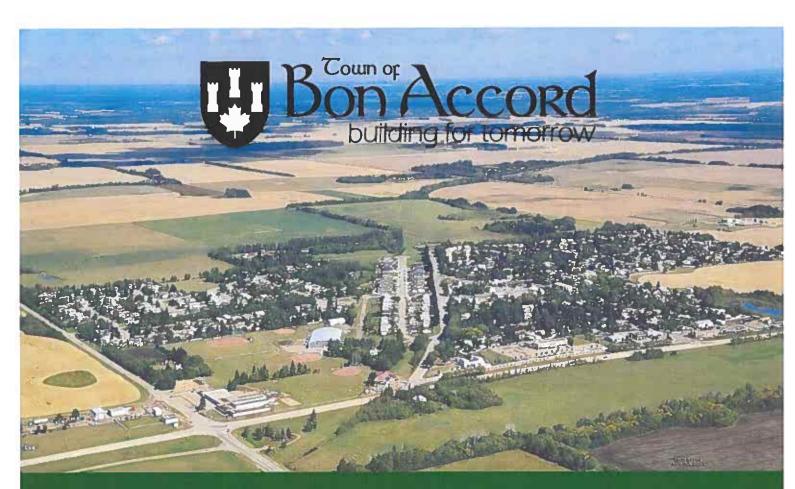
### **COSTS/SOURCES OF FUNDING**

NA

# **RECOMMENDED ACTION (by originator)**

Choose one of the following actions:

- 1. THAT ... Council approve the Employment Policy as presented and circulated.
- 2. THAT Council approve the Employment Policy with the following amendments....
- 3. THAT Council direct administration to...



# 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 <u>Strategic Plan</u> 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.
- "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.
- I. "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 eithers 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 <u>Municipal Government Act</u> and <u>Freedom of Information and Protection</u> <u>of Privacy (FOIP) Act</u>, 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, <u>Bylaw 2020-08</u>.

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 with 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) weeks' 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.



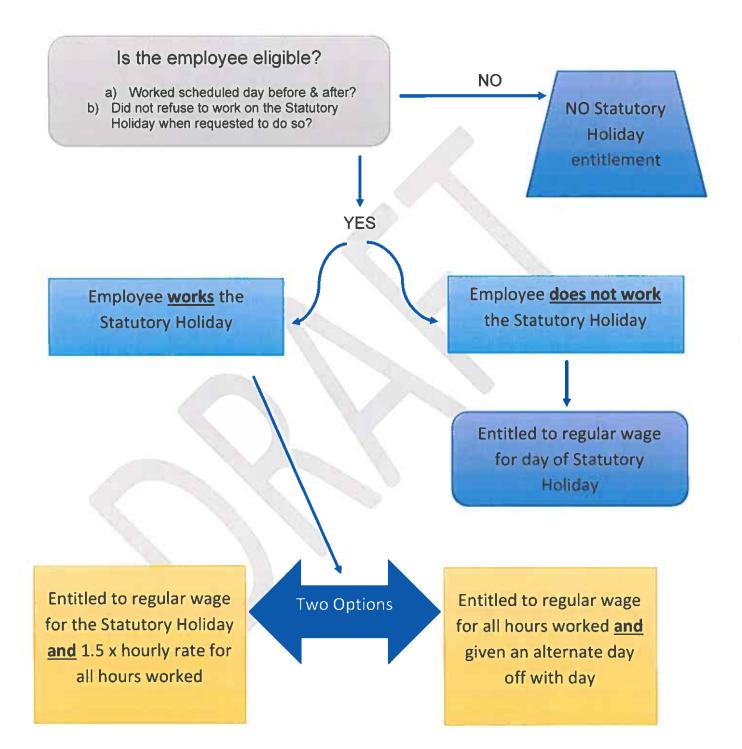
Where an employee is required to work on a statutory holiday, the employee shall be paid their average daily wage for the day of the statutory holiday and one and a half (1.5) times their basic rate of pay for all hours worked.

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.



### **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

Length of Service	Annual Entitlement	Rate of Accrual
1-5 years continuous service	3 weeks or 15 days	1.25 days/month
6-10 years continuous service	4 weeks or 20 days	1.67 days/month
11-15 years continuous service	5 weeks or 25 days	2.09 days/month
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 fulltime 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 <u>not</u> 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 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 from 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 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 <u>Workers' Compensation</u> <u>Act</u>, shall receive compensation directly form 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>	Town Proportion of Premium	
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 <u>Employment Standards Code</u>.

### 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 <u>Employment Standards Code</u>.

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 <u>Employment Standards Code</u>.

### 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 <u>Employment Standards Code</u>.

#### 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 <u>Employment Standards Code</u>.

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 <u>Occupational Health and Safety Act</u> and <u>Regulations</u>. 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 followup 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 <u>Employment Standards Code</u>, 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 or 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 <u>Records Retention Bylaw 2020-08.</u>

#### **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 decides 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.



# **Policy XX-XXX**

### 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

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# **Policy XX-XXX**

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].
- 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.



.....

# 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.

100

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	o 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 you 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 50<sup>th</sup> 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 🗆 No 🗆	
2.			Yes 🗆 No 🗖	
3.			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:



THIS AGREEMENT entered into this \_\_\_\_\_day of (day)

(month)

\_\_\_\_, 2022

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].

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. <u>Benefits</u>

- 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.

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. <u>Pre-Conditions</u>

- 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. <u>Miscellaneous</u>

- 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.

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**

Print Name:		
Date:	2	
	nd <b>DELIVERED</b> by	
D, SEALED a OYEE] in the <sub>[</sub>	presence of:	
	presence of: Witness Signature	
	<ul> <li>Witness Signature</li> <li>Print Witness Name</li> </ul>	) ) ) [Insert Employee Name]
	presence of: Witness Signature	) ) ) [Insert Employee Name]



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.

#### 4. <u>Performance and Evaluation</u>

- 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. <u>Benefits</u>

- 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.

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. <u>Pre-Conditions</u>

- 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. <u>Miscellaneous</u>

- 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.

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.

Per:		
Print Name:		
ate:		
SEALED and	DELIVERED by	
	DELIVERED by esence of:	
	esence of:	
	esence of: Witness Signature Print Witness Name	) ) [Insert Employee Name]
D, SEALED and DYEE] in the pre	esence of: Witness Signature	[Insert Employee Name]



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.



P.O. Box 779, 5025 - 50 Avenue, Bon Accord, Alberta T0A 0K0



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].



- 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?

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.

# 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?
- 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.]



P.O. Box 779, 5025 - 50 Avenue, Bon Accord, Alberta TOA 0K0

IJ	Bon Accord building for tomorrow
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### NON-SUPERVISOR PERFORMANCE REVIEW

Emp	nployee Name:	Date:	
Posit	sition:		
Perfo	rformance Period:		
The re	reason for this review:		
	Annual Review		
	Merit Review		
	Probationary Review		
	Unsatisfactory Performance		
	Other		
<b>D</b>			

#### 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.

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:

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:

RESPONSIBILITY
Self-development – Keeps up to date with changes related to job and applies knowledge of new techniques and practices.
Unsatisfactory III Improvement Needed II Solid Performance II 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:

Resolution ##
SECTION B – EVALUATION & GOALS
EMPLOYEE STRENGTHS
Comments:
AREAS FOR IMPROVEMENT
Comments:
GOALS & TRAINING
Comments:

IJ	Bon Accord building for tomorrow
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# SUPERVISOR PERFORMANCE REVIEW

Emp	loyee Name:	Date:
Posi	tion:	
Perfo	ormance Period:	
The re	eason 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.

Quantity – Overall quantity of work.
Unsatisfactory I Improvement Needed Solid Performance Above Expectations
Comments:
Application – Ensure consistent job performance to complete overall workload.
Unsatisfactory I Improvement Needed Solid Performance Above Expectations
Comments:
Accuracy – Absence of mistakes and errors in job performance.
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 I 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 I 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:

SUPERVISOR PERFORMANCE
Safety – Ensures compliance for department with safety legislation and Town Health & Safety Program
Unsatisfactory Improvement Needed I 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:

Recognition – Provide appropriate recognition to staff for commendable performance or a significant contribution to a major initiative.
Unsatisfactory III Improvement Needed II Solid Performance II 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:

PAST OBJECTIVES & AC	COMPLISHMENTS
Comments:	
GENERAL OBSERVATIO	NS
Comments:	
EMPLOYEE COMMENTS	
Comments:	

Employee

Date

Supervisor

Date

Confidential



#### SIMPLIFIED PERFORMANCE REVIEW (SEASONAL/TEMPORARY STAFF)

Em	ployee Name:	Date:	
Pos	sition:		_
Per	formance 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.

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 I Improvement Needed Solid Performance Above Expectations
Comments:

SECTION B EVALUATION & GOALS
فالمتحاذ الأركار الأرجع ومحمد والمحمد والمحمد والمحمد والمحمد والمحمد والمحمد والمحمد والمحمد والمحم
EMPLOYEE STRENGTHS
Comments:
AREAS FOR IMPROVEMENT
Comments:
GENERAL OBSERVATIONS
Comments:



Employment Policy ### Appendix 12 Resolution ### Individual Overtime Agreement

1.

It is agreed between

Employee name			Employee address
and			
		of	
Employer/company name			Employer/company address
that either wholly or partly the employer w	/ill provid	de, 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		

- 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
-------------------	----



# PERSONNEL ACTION FORM Employment Policy ###

Appendix 13 Resolution ###

NAME	(LAST):		NAME (FIRST):	1	DATE:
POSITI	ON:		FUNCTIONAL AREA:		
	ACTION	- CHECK	ONE AND COMPLETE A	PROPRIATE S	
New	/ Hire (1) 🔲 Re-Hi	re (1) 🔲	Personal Data Change (2	) 🔲 Salary Ch	hange (3)
Rec	lassification (3)	] Termina	ation (4)		
	FIRST DAY WORI (MM/DD/YY)	KED	SALARY		SALARY (LEVEL) (STEP)
1	ADDRESS		CITY		PROVINCE
	POSTAL CODE		TELEPHONE		DATE OF BIRTH (MM/DD/YY)
	MARITAL STATU	S	SOCIAL INSURANC	CE NO.	ALBERTA HEALTH CARE NO.
2	INDICATE PERSO	DNAL DA1	FA CHANGE (IE. NAME, ST	ATUS, ADDRE	ESS, ETC) EFFECTIVE DATE: (MM/DD/YY)
	SALARY	FR			
3	FUNCTIONAL AREA	O M			0
	LEVEL				
	STEP				
	EFFECTIVE DATI (MM/DD/YY)	E	REASON ACTING INCUMBANC		
4	TERMINATION D. (MM/DD/YY)	ATE	LAST DAY WORKED (MM/DD/YY)	REASON FOF	OR LEAVING (ATTACH RESIGNATION LETTER)
	EMPI	OYEE		MA	ANAGER

1		MANA OEX
SIGNATURE:		
DATE:		
The personal informat	ion on this form is being collected for the purpose of determining	ng employment & payroll related actions. This information is
collected under the au	thority of Section 33(c) of the Freedom of Information and Prot	ection of Privacy Act. Questions regarding the collection of this
information can be dire	ected to the Legislative Services & Communications Coordinate	or (780)921-3550, Box 779 Bon Accord, AB T0A 0K0



Employment Policy ### Appendix 14 Resolution ###

cco

	EMPLOYM	ENT ENROLLMENT FORM	n
FULL NAME:			
ADDRESS:			
BIRTHDATE:			
	MONTH	DAY	YEAR
SIN:		START DATE:	
PHONE #:		CELL PH #:	
	EMERC	SENCY INFORMATION	
EMERGENCY COM	NTACT:		
RELATIONSHIP:	C		
ADDRESS:			12
PHONE #:			- 10
FIONE #.			
	MED	ICAL INFORMATION	
ALLERGIES:			
OTHER CONCERN	1S:	<u></u>	
SIGNATURE:			
	118 GIRLS		
	P.O. Box 779, 5	025 – 50 Avenue, Bon Accord, Alberta TC	A OKO
	4minut	025 – 50 Avenue, Bon Accord, Alberta To 8550 Fax: 780-921-3585 Email: info@bo	



Employment Policy ### Appendix 15 Resolution ###

#### 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.

INSTITUION 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:

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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.



P.O. Box 779, 5025 – 50 Avenue, Bon Accord, Alberta TOA 0K0

Employment Policy ### Appendix 16 Resolution ###
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EMPLOYEE #         MME:         ME:         MME:																Employi	Employment Policy ### Appendix 16 Resolution ###
DEPATIMENT:         3       4       5       6       7       8       9       10       11       12       13       TOTAL         3       4       5       6       7       8       9       10       11       12       13       TOTAL         1       1       1       1       1       1       1       12       13       14       TOTAL         1       1       1       1       1       1       12       13       14       10	EMPLOYEE #					NAN	ij					MONT	H/YEAR:				
3     4     5     6     7     8     9     10     11     12     13     14     101AL       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     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     0     0     0     0     0     0       0	POSITION:								DEPAR	TMENT:							
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	Signature:										Date:						
	APPROVED BY:																
PROVED BY:																	



Employment Policy ### Appendix 17 Resolution ###

# ABSENCE REQUEST FORM

-

Employee Name:		
Manager:		
Type of Absence:		
Sick	Vacation	Day Bereavement (up to 5 days)
Time off Without Pa	y Jury Duty	Family Responsibility (up to 5 days)
Date(s) & Time(s) of A	bsence:	
Date From:	T	<b>D</b> :
Time From:	Te	D:
Enter time if absence is not	a full day.	
Reason for Absence:		
Employee Signature:		Date:
Approved		
		Deter
Manager Signature:		Date:
	P.O. Box 779, 5025 - 50 Avenue, Bon A	and the second

Phone: 780-921-3550 Fax: 780-921-3585 Email: info@bonaccord.c

-

Employment Policy ### Appendix 18 Resolution ###



[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,



P.O. Box 779, 5025 - 50 Avenue, Bon Accord, Alberta TOA 0K0



Employment Policy ### Appendix 19 Resolution ###

# **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:	



P.O. Box 779, 5025 - 50 Avenue, Bon Accord, Alberta TOA 0K0



Employment Policy ### Appendix 20 Resolution ###

# **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 1<sup>st</sup> 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:
Denied	
Town of Bon Accord Per:	Date:
	Bor
P.O. Box 779, 50	025 - 50 Avenue, Bon Accord, Alberta T0A 0K0

Phone: 780-921-3550 Fax: 780-921-3585 Email: info@bonaccord.ca



#### 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:



#### MID-YEAR PERFORMANCE REVIEW (EMPLOYEE)

Employee Name:	Date:	
Position:		-3
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:



Employment Policy ### Appendix 23 Resolution ###

Name:	Manager:
Department:	Position:
<i>Your opinion is important to us.</i>	
1. Why are you leaving the co	ompany?
🗌 Personal Reason 🔲 Sal	ary & Benefits Supervision D Work Environment
2. Please explain your reason(s	) for leaving in more detail.



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#### 7. In the following section, please rate the following items:

ITEMS:	Excellent	Good	Fair	Poor
Extended Health Benefits				
Dental Benefits				
RRSP Plan				
Vacation				
Salary				

#### 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 many any additional comments or suggestions.



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Employment Policy ### Appendix 24 Resolution ###

#### 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]

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Employment Policy ### Appendix 25 Resolution ###

Bon Accord

# **VERBAL WARNING**

Employee Name:	Date of Verbal Warning:		
Position:	Department:		
Improvement is req	uired on: [check	appropriate concern]	
Attendance	Conduct	Health & Safety	
	developed clear e	cuss your unacceptable ac expectations and recomment	
2. On [insert da incident]	te], the following	unacceptable actions took	place: [describe
	g expectations ar commendations]	nd corrective recommendati	ons were made:
these matters are r	ot effectively con	ance to ensure the problem rected, then further disciplir ension or termination of em	nary or corrective act
no further discipline inactive. If further of	ning will be placed in your personnel file for a period of 18 months. If he has taken place within that time, this verbal warning will become offences relating to this issue have taken place, this verbal warning the next set of progressive disciplinary actions.		
Sincerely,			
[Manager Name] [Manager Title] Progressive Improv	rement Plan Deve	eloped 🗌 Yes (attach pla	nn) 🗌 No
Employee Signatu	re:	Date:	
I hereby acknowledge	that this verbal warn	ing took place on the date indica	ted above.
	P.O. BOX 779, 5	025 – 50 Avenue, Bon Accord, Alberta T0/	

Phone: 780-921-3550 Fax: 780-921-3585 Email: info@bonaccord.ca



Employment Policy ### Appendix 26 Resolution ###

#### 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] <u>or</u>

We wish to assist you in meeting the performance standards required and will meet to with you to develop a performance improvement plan.



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Employment Policy ###
Appendix 27
Resolution ###

## **PROGRESSIVE IMPROVEMENT PLAN**

Employee Name:	Date of Incident:
Manager:	Date of Meeting:
Area Requiring Improvement:	
Substandard Performance Doc	r Attendance Unapproved Absence
Insubordination Impaired a	t Work Dishonesty/Falsification
Unprofessional Behaviour	kplace Violence Other Health & Safety
Improvement Action for this incident:	
Coaching Verbal Warning Wr	itten Warning 🔲 Final Warning
Description of Incident:	
Please DELETE and REPLACE this section have another person in the meeting with yo	n with your own information. It is recommended to u.
<ul> <li>discussed?</li> <li>What happened from your perspect</li> <li>What happened from the employee</li> <li>What day, time, and place did this of</li> <li>Were there witnesses or others invol</li> </ul>	ss or policy? Can you prove this has been ive? s perspective? ccur? olved? your version and/or the employee's version of and actions that support the discipline? If



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Employment Policy ### Appendix 28 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. 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:



P.O. Box 779, 5025 - 50 Avenue, Bon Accord, Alberta TOA 0K0



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:

Bon Accore Carses in Treasure Dark Sky Con Prices

P.O. Box 779, 5025 - 50 Avenue, Bon Accord, Alberta T0A 0K0

Phone: 780-921-3550 Fax: 780-921-3585 Email: info@bonaccord.ca



Employment Policy ### Appendix 30 Resolution ###

#### 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:



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#### **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



Employment Policy ### Appendix 32 Resolution ###

#### **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.





#### TRAINING & DEVELOPMENT AGREEMENT SCHEDULE A

- 1. Name and nature of the program/course(s).
- 2. Duration/Scheduling
- 3. Location
- 4. Actual or estimated costs



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#### 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.



Employment Policy ### Appendix 33 Resolution ###



**EXPENSE FORM** 

SIGNATURE:	
NAME:	ADDECC.

**ADDRESS:** 

DATE:

Reimburseable Expenses (attach receipts):

DATE	DESCRIPTION & GL	NET	GST	GROSS
		:		
include participants where applicable	where applicable TOTAL	•	•	•

Breakfast \$15 Lunch \$20 Dinner \$25

Meals - Reimburseable without Receipt:

DATE	DESCRIPTION & GL	NET	GST	GROSS
include participé	include participants where applicable TOTAL	•	\$	•

iciude participarits where applicable

Mileage (complete attached Detailed Travel Record):

TOTAL KMS	TOTAL

NET		GST	GROSS
Ş	4	•	\$
\$		•	•

Mileage is reimbursed:

0.505 per km

#### TOWN OF BON ACCORD

#### **REQUEST FOR DECISION**

Meeting: Meeting Date: Presented by:	Regular Meeting of Council November 01 <sup>st</sup> , 2022 Jodi Brown (Town Manager)
Title:	Organizational Chart Policy
Agenda Item No.	8.3

#### BACKGROUND/PROPOSAL

The Organizational Chart is a visual representation of the Town's administrative structure and is based on achieving the service levels expected by Council and within the approved budget.

Therefore, it is important to establish a policy to ensure a consistent approach to modifying the Organizational Chart and structure as well as the approval of the related position descriptions.

Secondly, administration is proposing a change to the Organizational Chart (Economic Development and Planning Manager to Economic Development and Planning Officer).

#### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

This policy would be enacted whenever the Town Manager conducts an organizational review and/or changes the Organizational Chart (structure) significantly.

The key standards set in this policy include:

- Essentially, this policy establishes that Council approves any significant changes to the Organizational Chart including additions or deletions.
- Minor position title changes that do not change the scope of the position or placement on the salary grid may be approved by the Town Manager.
- The Town Manager would have authority over position descriptions.

#### **Proposed Change:**

The Economic Development and Planning Manager position will change to Economic Development and Planning Officer. This position is a designated officer position (Development Authority) and therefore the title of "officer" is more appropriate than manager. This position also does not oversee any supervisory staff.

#### **Operations Manager Position:**

As Council is aware, the Operations Department structure is under review and may change officially in January 2023. Therefore, administration is not requesting any change to the Organizational Chart at this time.

#### Acting CAO:

The Corporate Services Manager will be the Acting Town Manager when the Town Manager is absent.

Any salary adjustments relative to these changes will be included in the 2023 budget amendments.

#### STRATEGIC ALIGNMENT

Values Statement: Stewardship

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

Values Statement: Service Excellence

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

#### **COSTS/SOURCES OF FUNDING**

Annual Budget

#### **RECOMMENDED ACTION (by originator)**

Choose one of the following actions:

- 1. THAT Council approve the Organizational Chart Policy including the amended Organizational Chart as presented and circulated.
- 2. THAT Council approve the Council Workshop Policy including the Organizational Chart including the following amendments...
- 3. THAT Council directs administration to..



#### **ORGANIZATIONAL CHART**

**SECTION:** Administration / Council

**DEPARTMENT:** Administration / Public Works / Finance / Recreation and Community

Services

COUNCIL APPROVAL DATE: [date]

#### POLICY STATEMENT

The Organizational Chart is a visual representation of the Town's administrative structure and is based on achieving the service levels expected by Council and within the approved budget.

#### PURPOSE

The purpose of this policy is to establish a consistent approach to modifying the Organizational Chart <del>and structure</del> as well as the approval of the related position descriptions.

#### SCOPE

This policy will be enacted whenever the Town Manager conducts an organizational review and/or changes the Organizational Chart (structure).

#### DEFINITIONS

"Organizational Chart" means the visual chart that represents the structure of the Town of Bon Accord as a corporate organization.

"Position Description" means a detailed document outlining a position's primary duties and responsibilities within the organization as well as education, or skill requirements.

#### RESPONSIBILITIES

1. The Town Manager is responsible to ensure that the Town's Organizational Chart is current and brought before Council for review and approval as needed.



2. The Town Manager is responsible to ensure that the Town's position descriptions are reviewed annually for accuracy.

Organizational Chart Approval:

- 1. The Organizational Chart shall form Schedule A of this Policy.
- 2. Any additions or deletions to the Organizational Chart are to be approved by Council. This does not include minor title changes that do not change the placement of a position on the salary grid.

Position Description Approval:

- 1. The Town Manager approves all position descriptions as an administrative function and in alignment with the Organizational Chart.
- 2. All position descriptions will be updated when required to ensure service delivery is maximized and that the direction of Council is fulfilled.
- 3. The Town Manager position description shall be approved by Council as prescribed in the CAO Bylaw.

# Schedule "A"

# Mayor and Council

# Town Manager/Chief Administrative Officer

Fire and Bylaw Services: Sturgeon County

Development Authority: Municipal Planning Services

Corporate Services Manager/Acting CAO • Corporate Services • Finance • Utilities • HR/Payroll • Administration • Taxes • Cemetery	Community Services Manager • FCSS • Community Liaison • Recreation Administration • Arena Operations • Floral Displays	<ul> <li>Operations Manager</li> <li>Operations</li> <li>Public Works</li> <li>Parks, Playgrounds and Greenspaces</li> <li>Building Maintenance</li> <li>Recreation Infrastructure Support</li> </ul>	Economic Development & Planning Officer • Economic Development • Planning • Bylaw Liaison	Legislative Services & Communications Coordinator • Legislative Services • Communications • IT Liaison • Insurance Liaison • FOIP • Records Management
Corporate Services Assistant	Administration and Community Services Assistant	1 Lead Hand/Operator 1 Arena/Parks Operator 3 Casual/Winter 2 Summer Students		ator

#### TOWN OF BON ACCORD

#### **REQUEST FOR DECISION**

Meeting: Meeting Date: Presented by:	Regular Council Meeting November 01 <sup>st</sup> , 2022 Jodi Brown (Town Manager)
Title:	FCSSAA Annual Conference
Agenda Item No.	9.1

#### BACKGROUND/PROPOSAL

The FCSS Association of Alberta (FCSSAA) holds an annual Conference in Edmonton at the Fantasyland Hotel.

This year the FCSSAA Conference (Theme: Stronger Together) is planned for November 16<sup>th</sup> – November 18<sup>th</sup>, 2022.

In the past, members of the Community Services Advisory Board have been invited to attend this workshop.

It is common for board members and municipal council representatives to attend this Conference in addition to FCSS staff. Further, the conference includes a "Breakfast with your MLA" session and therefore provides an opportunity to advocate directly through inperson conversation to MLAs on behalf of Bon Accord.

#### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

This year both the Recreation and Community Services Manager and the Rural Representative on the Community Services Advisory Board will be attending the Conference as there is funding available in the FCSS budget.

Councillor May (Council Representative on the Community Services Advisory Board) would also like to attend.

Although Councillor May is a board member, she would be representing Council and therefore the Conference expenses (registration, travel, accommodation, meals, etc) would be allocated to the Council budget.

Funds are currently available in the Council travel and subsistence line to cover the travel, accommodation, and meals expenses (\$2,561 remaining) however, the Council registration and memberships budget is currently over expended.

Secondly, the required per diem for Councillor May to attend would be \$450 (\$150 per day x 3 days).

There is also room in the overall per diem budget given one Councillor position was vacant for a period of time and also given other factors impacting this budget such as personal availability to attend events due to work commitments, personal commitments or illness, etc.

#### 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**

Estimated Costs:

- Registration: \$450 with a banquet ticket/ \$400 without a banquet ticket
- Travel: \$50.50 100 KM (return trip)
- Hotel: \$560 (\$280 per night plus applicable fees x 2 nights)
- Per Diems: \$450 (including travel home Friday afternoon)

Total estimated costs (max. including banquet ticket): \$1500 (depending on applicable hotel room taxes).

Option 1: Allocate Councillor May's expenses for the FCSS Conference to the Council Registration and Membership, Council Per Diems and Council travel and subsistence budgets given that there is anticipated surplus in the Council budget overall to cover these expenses.

Option 2: Transfer funds from the FCSS budget to the Council budget accordingly.

## **RECOMMENDED ACTION (by originator)**

Choose one of the following actions:

- 1. THAT Council approve Councillor May's registration and related expenses for the 2022 FCSSAA Conference.
- 2. THAT Council directs administration to..