

COUNCIL POLICY



P-01-2024.2 PERSONNEL POLICY

Policy #: P-01-2024.2

Section: Personnel

Rescind Policy #: P-01-2024

1. PURPOSE

- 1.1 To provide a clear understanding of the terms of employment.
- 1.2 To provide the Employee with some security and protection, so that the Employee will have some understanding of the pattern of employment that is expected; and to offer incentives for continued service and employment.
- 1.3 To provide services effectively, so that the needs of the Town are satisfied efficiently and to recognize the mutual value of joint discussion in all matters pertaining to salaries, hours of work, and working conditions.

2. DEFINITIONS

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

- 2.1 "CAO" shall be the Chief Administrative Officer for the Town of Smoky Lake.
- 2.2 "Employee" shall mean a person employed by the Town of Smoky Lake.
- 2.3 "Employer" shall mean the CAO of the Town of Smoky Lake.
- 2.4 "Leave of Absence" shall mean a period of time away from work for which the Employee does not receive pay.
- 2.5 "Permanent Full-Time Employee" shall mean an Employee who is employed to fill a full-time position established by the Employer and who has been in the Employer's service for a period in excess of three (3) continuous months.
- 2.6 "Probationary Employee" is an Employee who is employed to fill a Permanent Full-Time or part-time position established by the Employer and has been in the Employer's service for a period of less than three (3) continuous months. The probationary period may be extended by an additional three (3) months, one time, at the discretion of the Supervisor.
- 2.7 "Supervisor" is any Employee who manages other Employees. (Public Works Manager, Assistant CAO, FCSS Director).

3. EMPLOYER RIGHTS

3.1 The Employee acknowledges that it shall be the exclusive right of the Employer to operate and manage the business of the Town of Smoky Lake in all respects. The Employer through the CAO reserves all rights not specifically restricted or limited by the provisions of the agreement including the following:

- a) to maintain order, discipline, and efficiency;
- b) to make and alter from time to time, rules and regulations to be observed by the Employees which are not in conflict with any provision of this policy;
- c) to direct the working force and to create new classifications and to determine the number of Employees needed from time to time in any classification, and to determine whether a position will be continued or declared redundant; and
- d) to hire, promote, transfer, lay off, recall, discipline, suspend, demote, and or discharge.

4. EMPLOYMENT AND PROBATIONARY PERIOD

4.1 The employment of a Probationary Employee may be terminated at the Employer's discretion at any time during the probationary period.

4.2 The probationary period will be three (3) months.

4.3 Probationary Employees shall not be entitled to any benefits unless the waiting period is waived by the CAO.

5. HOURS OF WORK

The regular hours of work for full-time Employees shall be Monday through Friday consecutively as indicated below:

5.1 Office Personnel's regular hours of work shall be seven (7) hours per day or thirty-five (35) hours per week.

5.2 Public Work's regular hours of work shall be eight (8) hours per day or forty (40) hours per week.

5.3 Lunch Breaks - shall be an unpaid meal break of not less than thirty (30) minutes.

5.4 Rest Period - Employees shall be permitted a rest period of fifteen (15) minutes in both the first and the second half of a shift.

5.5 Work Scheduling - Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and or seven (7) days of the week. Such shifts shall be scheduled by the CAO or Supervisor.

5.6 Reporting Pay Guarantee - An Employee reporting for work shall be paid their regular rate of pay for the actual time worked but shall not receive less than three (3) hours of pay.

6. HOURS OF WORK

6.1 Overtime must be authorized by the CAO.

6.2 Overtime Pay - Records (time sheets) shall be kept of all authorized overtime worked by each Employee. Overtime pay is calculated at the rate of time and one-half (1.5) times their basic hourly rate or may have time off in lieu of one (1) and one-half (1.5) times of the hours worked of overtime.

6.3 Overtime Agreement - All Employees shall be required to sign an overtime agreement as outlined in Schedule "A".

6.4 Employees called out after regular working hours shall receive a minimum of three (3) hours of overtime or time worked, whichever is greater. Any subsequent calls within the initial call-out period will not be charged by the Employee unless they extend beyond the three (3) hour period.

7. ON-CALL

7.1 On-Call - when the Employee is on standby and available for work after normal working hours.

7.2 Call Back - where the Employee travels to the call-out location and carries out work. This should be for a minimum of two (2) hours for each call-out. Any time spent at the workplace after that is to be paid at time and a half.

- a) The Employee shall be paid the sum of fifty (\$50.00) dollars for each weekend day of authorized on-call duty to which they are assigned.
- b) The Employee shall be paid the sum of seventy-five (\$75.00) dollars for each statutory day of authorized on-call duty to which they are assigned.
- c) In addition, the Employee shall be paid the sum of twenty-five (\$25.00) dollars a day for each weekday of authorized on-call duty to which they are assigned during the week, regardless of whether the Employee is called back to work.
- d) The Employer will endeavor to ensure that an Employee will not be placed on on-call duty more than one (1) weekend in every three (3) week period unless mutually agreed between the Employer and Employee.
- e) Employees who are on call and live within Town limits will be permitted to take home a Town truck for the purposes of responding to after-hours calls.
- f) The Public Works Manager is expected to respond after hours on a regular basis and will be permitted to take a Town truck home for this purpose as long as they live within Town limits.
- g) Employees who are on call and live outside of Town limits shall be paid mileage for responding to after-hours calls.

8. PERFORMANCE APPRAISAL

8.1 A performance appraisal shall be done annually on each Employee by their immediate Supervisor. The review shall be discussed with the staff member, so they know if their performance is measuring up to expected standards. Upon receiving a satisfactory performance appraisal review, an Employee may be recommended for a step increase. This process is expected to be completed by July 31.

- 8.2 If an Employee receives an unsatisfactory performance appraisal review (that is, did not meet full job requirements), an Employee is not entitled to a step increase until a subsequent review indicates a satisfactory level of performance has been reached.
- 8.3 If the Employee qualifies for an increase in pay, the normal increment is a one-step increase within the level of the position.
- 8.4 Any increase in pay over one step on the salary grid shall be approved by the CAO.
- 8.5 The salary grid may be reviewed by the CAO on occasion, with any recommendations forwarded to Council for approval.
- 8.6 Cost of living adjustments to the salary grid shall be at the discretion of Council.

9. BENEFITS

- 9.1 The Local Authorities Pension Plan (LAPP) shall apply to all Full-Time Permanent Employees.
- 9.2 Alberta Municipal Employee Benefits Service which includes Long Term Disability Benefits, Accidental Death and Dismemberment, Dental Benefits, Extended Health Benefits, Dependent Life Insurance, Group Life Insurance, and Weekly Indemnity coverage may be provided on an 80% (Employer) 20% (Employee) cost-sharing basis.
- 9.3 All Permanent Full-Time Employees are eligible to participate in the Member Services Benefits and the Employee Assistance Plan after three (3) months from the date of employment unless the CAO waives the wait time. Benefits are not extended to casual Employees.
- 9.4 Councillors are eligible to participate in Accidental Death and Dismemberment, Dental Benefit, Extended Health Benefit, Dependent Life Insurance, and Group Life Insurance coverage, provided on a 50% (Employer) and 50% (Employee) cost-sharing basis.
- 9.5 Both Employees and Councillors granted a Leave of Absence shall prepay the Employee and Employer portion of the benefits plan. If no prior payment is received, the benefit plan is deemed cancelled effective the first day of the Leave of Absence. If the Leave of Absence extends beyond one month, payments must be made prior to the first of the applicable month.
- 9.6 For all Permanent Employees requiring safety shoes or boots, and jackets, the Town will provide for the cost of purchasing approved safety shoes or boots, coveralls, and jackets for both winter and summer. A maximum benefit of \$500.00 per year for Permanent Full-Time Employees and \$150.00 for casual or seasonal Employees. The required shoes or boots and jackets can be purchased directly by the Employee, the safety shoes or boots and jackets must be of a standard acceptable to the Town. If an Employee purchases the shoes, boots, and jackets directly, the Employee will be reimbursed by the Town, with the submission on a receipt, for the purchase.

10. PROFESSIONAL EDUCATION

- 10.1 Council recognizes that educational development is becoming increasingly important and that it should be encouraged, after the completion of the probationary period.
- 10.2 At the discretion of the CAO, an Employee may be allowed to attend professional conferences and educational programs in their related field that would improve their competence in their present job.

- 10.3 Transportation, registration fees, and subsistence shall be paid to personnel authorized to attend conferences and educational programs. In addition, regular salary shall be paid to the Employee attending.
- 10.4 Employees who have a designated work truck shall use their work vehicle when attending conferences or training whenever feasible.
- 10.5 If the Employee fails to complete the course or does not receive a passing grade on any course all costs must be refunded to the Municipality unless otherwise authorized by the CAO.
- 10.6 Courses that are of a significant expense (greater than \$1,000.00 including such items as accommodation, travel, subsistence, and registration fees), shall be approved by the CAO.
- 10.7 Overtime for travel time to training or conferences that is outside of the regular workday shall not be paid.
- 10.8 Online training, which is required by the Town, shall be done during work hours or lieu hours at a rate of 1x may be approved for work completed at home, at the discretion of the CAO. Supplemental training, which is beneficial to the Employee and the Employer, shall be completed on the Employee's own time with no pay. (Eg. NACLAA)

11. HOLIDAYS

11.1 Full-Time Employees shall be entitled to a day off with pay for the following named holidays:

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

and any other general public holiday proclaimed by the Employer, the Government of Alberta, or the Government of Canada, and which are observed generally within the applicable jurisdiction, except when replacing any holiday named previously in which case only the lieu holiday shall be recognized.

- 11.2 When the holiday designated in Clause 11.1 falls on an Employee's day off and such day is not worked, the Employee shall be granted a day off with regular pay in lieu of the holiday on either the working day previous or following the holiday.
- 11.3 If an Employee is required to work on a holiday occurring during their regular work week, the Employee shall receive their regular pay plus overtime for any hours worked at the rate of one (1) and one-half (1.5) times their basic rate.
- 11.4 If a paid holiday falls during an Employee's vacation period, the vacation shall be extended by an additional day.
- 11.5 An Employee will not be eligible for pay on a Statutory Holiday if the Employee is absent from work without the consent of the Employer on either the last regularly scheduled working day immediately preceding or the first regularly scheduled working day immediately following the

Statutory Holiday. If the Employee is absent due to a compensable injury or illness, the Employee shall be paid for the Statutory Holiday provided the compensable injury or illness is substantiated by a certificate from a qualified medical practitioner.

11.6 The Town of Smoky Lake will be closed during the period from Boxing Day until New Year's Day. Staff must use vacation days for the duration of the closure.

12. VACATION

12.1 Vacation entitlement with pay for Full-Time, Permanent Employees, to be accumulated monthly, and is provided on the following basis:

- a) Upon commencement of employment until year four (4), an Employee shall be eligible for fifteen (15) working days of annual vacation with pay.
- b) Upon completing four (4) full years of continuous service, an Employee shall be eligible for twenty (20) working days of annual vacation with pay.
- c) Upon completing eight (8) years of continuous service, an Employee shall be eligible for twenty-five (25) working days of annual vacation with pay.
- d) Upon completing twelve (12) full years of continuous service, an Employee shall be eligible for thirty (30) working days of annual vacation with pay.

12.2 Annual vacation shall be taken according to the request submitted by the Employee and approved by the direct Supervisor or as otherwise mutually arranged.

12.3 Vacations cannot be taken before they have been earned.

12.4 Any Employee terminating their employment shall be paid out for accrued vacation.

12.5 Vacations must be taken in the following twelve (12) months after being earned. -Eg. Vacation days accumulated between January and December in a year, must be used by December 31st of the following year.

12.6 Upon written request, the CAO may pay out a maximum of twenty-five percent (25%) of vacation days to the Employee each year and extend the deadline to use vacation for a maximum of twelve (12) months.

12.7 Managers will receive eight (8) lieu days on January 1st of each calendar year to compensate for extra hours worked. If a manager is hired mid-year, the allocation of lieu hours will be prorated. Lieu hours need to be used by December 31st annually, will not carry forward to the following year, and will not be paid out.

13. FLEXIBLE WORK ENVIRONMENT

13.1 The Town of Smoky Lake recognizes the value of creating a flexible work environment and work-life balance. An Employee may submit a formal request to the CAO to accumulate lieu hours.

- 13.2 Upon approval, a maximum of thirty (30) minutes extra per day may be worked, either at the beginning of the workday or at the end. This will be accumulated at straight time, one (1) hour in lieu of overtime. A flexible work environment/overtime agreement will be signed.
- 13.3 The Employee is not permitted to accumulate more than five (5) working days without utilizing the lieu hours accumulated within the flexible work environment.
- 13.4 To utilize the lieu hours/days, the Employee must submit a leave request to their direct Supervisor for approval. Time off will not be approved if operations are impacted.
- 13.5 All lieu hours must be utilized by December 31st of each year. Any unused lieu hours will be forfeited.
- 13.6 Employees who have not used their allocated vacation days for the previous year (approved carry-over by the CAO) will not be approved for this program until their vacation days are used for the previous year.
- 13.7 If the direct Supervisor or CAO determines that the Employee is not effectively performing during the additional thirty (30) minutes, the Employee will be removed from the program.
- 13.8 Managers do not qualify for the flexible work program due to the lieu hours issued in 12.7.

14. WORK FROM HOME

- 14.1 At the discretion of the CAO, Employees may be approved to work from home on occasion with the following requirements:
- a) The Employee must have adequate internet in their home to support work from home at the cost of the Employee;
 - b) The Employee must have an ergonomic workstation set up at home;
 - c) The Employee must have approval from their direct Supervisor through to the CAO;
 - d) The Employee must have a work plan in place;
 - e) The Employee must submit a report to their direct Supervisor daily when working from home.

15. COMMUNITY VOLUNTEERISM

- 15.1 The Town of Smoky Lake recognizes the value of volunteerism for both the Employee and the community.
- 15.2 Full-Time Employees may use up to three (3) days annually to volunteer for the community or community organizations, including the Town of Smoky Lake.
- 15.3 The Employee must submit a leave request to their direct Supervisor for approval. The leave will not be approved if it negatively affects operations.
- 15.4 Any unused days on December 31st will not be carried forward.

16. SICK LEAVE

- 16.1 *Sick leave* means the period of time an Employee is absent from work by being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician,

- ophthalmologist, optometrist, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Worker's Compensation Act.
- 16.2 A permanent Employee shall accrue sick leave, computed from the date of employment, at the rate of one (1) working days per month of employment, twelve (12) working days per year, cumulative to a maximum credit of thirty-six (36) working days as applied towards authorized sick leave.
- 16.3 An Employee granted sick leave shall be paid for the period of such leave at their basic rate of pay and the number of days thus paid shall be deducted from their accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 16.4 Employees requiring sick leave are obligated to inform their immediate Supervisor and/or designate as soon as possible, indicating the reasons for absence due to illness or injury, their expected return to work date, and any change to their expected return to work date.
- 16.5 A medical certificate is required for all instances where an Employee will have used more than three (3) consecutive days of sick leave or at the discretion of the Supervisor. The Supervisor or CAO may request a sick note at any time.
- 16.6 A medical certificate is required for all instances of sick leave addressing current restrictions on the Employee's ability to return to work, prognosis, and an estimate as to the timing of a potential return to work.
- 16.7 The Town of Smoky Lake reserves the right to send an Employee for an independent medical assessment at any time, the cost of which will be paid for by the Town.
- 16.8 The Town reserves the right to require medical certification of illness or injury, and information relevant to the Employee's ability to attend and perform work either from the Employee, their Health Care Professional, and/or from a medical examination by a Health Care Professional, such medical examination will be carried out by a doctor of the Town's choice. Consistent with its obligations under the Human Rights legislation and this policy the Town shall not abuse its right to request medical verification of illness by making unnecessary requests for medical documents.
- 16.9 Any Employee who fails to report an absence and is away from work for three (3) or more consecutive days without contacting the Town may be subject to disciplinary action up to and including termination of employment for job abandonment.
- 16.10 When an Employee has accrued the maximum sick leave credit of thirty-six (36) working days per year, they shall no longer accrue sick leave credits until their total accumulation is reduced below the maximum. At that time, they shall commence accumulating sick leave credits.
- 16.11 When an Employee is allowed unpaid Leave of Absence for a month or more or is laid off, they shall not earn sick leave credits for the period of such absence but shall retain their cumulative credit if there is any existing at the time of such leave or lay off, upon their return to work.
- 16.12 Sick leave cannot be granted during a vacation period that was previously approved and is not paid out when the Employee leaves or is dismissed.
- 16.13 Sick leave days have no monetary value, and no compensation is provided at the end of an Employee's tenure with the Town of Smoky Lake.
- 16.14 Contact with Town during periods of illness:

- a) In the case of sick leave illness (less than three (3) consecutive days), Employees are expected to provide an expected date of return to work.
- b) If an Employee begins to draw short term disability benefits, an Employee is required to advise the Town, on a periodic basis which is determined by the Town, of their anticipated return to work date and his or her current status.

16.15 An Employee on short term disability will be required to pay for the Employee portion of benefits and the Town will continue to pay the Employer portion of benefits.

17. LEAVE OF ABSENCE

17.1 Any Employee desiring a Leave of Absence without pay for any reason must apply in writing to the CAO.

17.2 When an Employee overstays their Leave of Absence without permission from the CAO, their position with the Town may be terminated, at the discretion of the CAO.

17.3 All Employees obtaining an authorized Leave of Absence must first use all their accumulated vacation entitlement and any accumulated lieu hours before commencing the Leave of Absence.

17.4 An Employee granted Leave of Absence without pay, shall not be entitled to a named holiday with pay which may fall during the authorized Leave of Absence.

18. BEREAVEMENT LEAVE

18.1 An Employee shall be entitled to bereavement leave with pay for up to five (5) working days in the event of death of a member of the Employee's immediate family (i.e. children, parents, grandparents, brothers, sisters, husband, wife, mother-in-law, brother-in-law, sister-in-law, father-in-law, or guardians) other persons will be at the discretion of the CAO.

18.2 Bereavement leave will be extended by an additional two (2) working days with pay if travel out of province is required.

19. FAMILY SICK LEAVE

19.1 Full-Time Employees will be allocated three (3) days annually with pay to deal with illness within the Employee's immediate family (i.e. children, spouse/common-law, parents, step-parents, step-children).

19.2 Any unused days on December 31st will not be carried forward or paid out.

20. PROGRESSIVE DISCIPLINE AND DISMISSAL

20.1 Progressive discipline shall be applied in the event of poor conduct and/or unsatisfactory job performance. The steps of progressive discipline will be:

- i. Documented verbal warning
- ii. Written warning
- iii. Second written warning
- iv. Termination

- 20.2 A performance improvement plan will be put in place with Employees who have ongoing performance issues in an effort to improve behavior and conduct.
- 20.3 Written notices shall be removed from an Employee's file after a three (3) year period of satisfactory job performance.
- 20.4 An Employee may be suspended by the CAO for a maximum of five (5) working days from work without pay in concurrence with the second written warning or in the event of severe misconduct or insubordination.
- 20.5 Employees may be terminated immediately for "cause" in the event of severe misconduct or insubordination.
- 20.6 An Employee dismissed for cause will forfeit any special privileges or benefits and will only receive wages and vacation pay due by law.
- 20.7 Only the Council has the authority to dismiss the CAO.
- 20.8 The CAO or designate shall authorize all terminations.

21. OUTSIDE EMPLOYMENT

- 21.1 Employees may take supplementary employment, including self-employment unless such employment:
- a) Causes an actual or apparent conflict of interest;
 - b) Is performed in such a way as to appear to be an official act, or to represent a Council opinion or policy;
 - c) Unduly interferes through telephone calls, or otherwise, with regular duties; or
 - d) Involves the use of Town premises, equipment, or supplies, unless such use is otherwise authorized.
- 21.2 Where it is evident that a conflict of interest might arise in taking supplementary employment Employees must notify the CAO in writing as to the nature of the employment.

22. ACCEPTANCE OF GIFTS

- 22.1 Employees shall not accept monetary or other payment in addition to normal salary or expenses for duties which they perform in the course of their public service employment.
- 22.2 An Employee shall not accept a gift, favour, or service from any individual, organization, 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 the protocol, or the normal presentation of gifts to persons participating in public functions.

23. PUBLIC STATEMENTS

- 23.1 Employees may not disclose or make known any matter that they acquired knowledge of through their course of the work.

- 23.2 An Oath of Confidentiality must be signed upon commencement of employment and upon termination (as shown in Schedule “B”).
- 23.3 Employees who speak or write publicly are responsible for ensuring that they do not release confidential information.
- 23.4 The responsibility for maintaining the confidentiality of information or documents includes the responsibility for ensuring that such information or documents are not directly or indirectly made available to unauthorized persons.

24. DEALING WITH RELATIVES

- 24.1 Employees who exercise a regulatory, inspection or other discretionary control over others shall, wherever possible, disqualify themselves from dealing with relatives, including children, parents, grandparents, brothers, sisters, husband, wife, mother-in-law, brother-in-law, sister-in-law, father-in-law, or guardians with respect to those functions.
- 24.2 No relatives of a Supervisor will be employed by the Town in the same department where supervision and/or reporting is required.
- 24.3 Employee family members should not be disqualified to work at the Town but the Employee who is directly related must be excused from the interviewing/hiring process; therefore, alternate staff will be responsible for interviewing and hiring that person.

25. TIME SHEETS

- 25.1 All Employees are required to fill out daily time sheets.
- 25.2 Times sheets should account for all on-call, callouts, and building checks.
- 25.3 Mayor and Councillors are required to fill out monthly time sheets.

	DATE	RESOLUTION NUMBER
Approved	February 27, 2023	120-2023
Approved	January 15, 2024	37-2024
Amended	May 13, 2024	270-2024

Original Signed

Amy Cherniwchan
 Mayor

Original Signed

Dawn Phillips
 Chief Administrative Officer

Schedule "A"
Town of Smoky Lake
Overtime Agreement

1.0 It is agreed between:

_____ of _____
Employee's Name Employee's Address

and

Town of Smoky Lake of Box 460, Smoky Lake, AB T0A 3C0
(The Employer)

that wholly or partly the Employer will provide and the employee will take time off in place of overtime pay for those hours worked in excess of _____ in a day or in excess of _____ in a week comprising Sunday to Saturday.

- 2.0 The time off in place of overtime pay shall be provided and taken at a time that would, but for the time off, have been a time that the Employee worked for the Employer.
- 3.0 The time off in place of overtime pay shall be at one and one-half times the hours of work for which the Employee, but for this agreement, would have received overtime pay.
- 4.0 The Employee shall be allowed to accumulate a maximum of eighty (80) hours of time off in place of overtime pay. Any hours above this amount will be paid to the employee on the following pay period.
- 5.0 The Employer reserves the right to decide if overtime hours are to be paid or time off in place of overtime pay.
- 6.0 No amendment or termination of this agreement shall be effective without at least two weeks notice in writing by one party to the other.

DATED THIS _____ DAY OF _____, _____.

SIGNED _____
Employee Town of Smoky Lake

Schedule "B"

Town of Smoky Lake

Oath of Confidentiality

I, _____ solemnly affirm that I understand and accept my responsibilities as an employee of the Town of Smoky Lake and that I will not, without proper authority, disclose or make known any matter that has been acquired through my job duties with the Town.

Sworn before me at the Town of Smoky Lake

in the Province of Alberta _____

this _____ day of _____, ____.

A Commissioner for Oaths in and for the Province of Alberta

My Commission expires _____, ____.