

# **HUMAN RESOURCES POLICY** POLICY # 17-02

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5. Revision/Review History

## 1. Policy Purpose

- 1.1. The Town of Sedgewick recognizes the need for a consistent policy to govern employment at the Town.
- **1.2.** The Town of Sedgewick understands that it must meet minimum standards set out by the Alberta Employment Standards Code.
- **1.3.** To achieve these goals, the Town has developed this policy to set out procedures and standards of employment for Town of Sedgewick employees.

#### 2. Definitions

"Acting Pay" means pay provided when an employee is authorized to assume the duties of a superior for a period exceeding a continuous period of 5 weeks.

"CAO" means the Chief Administrative Officer for the Town of Sedgewick.

"Date of Delivery" means the date when the pregnancy of any employee terminates with the birth of a child or the pregnancy otherwise terminates.

"Full Time" means employees working 35 or more hours per week.

"Grievance" means a specific complaint, with formal notice of employee dissatisfaction related to inadequacy of job requirements, work conditions or other aspects of employment.

"Immediate family" means spouse, including common-law spouse, son, daughter, step-son, step-daughter, mother, father, step-mother or step-father, mother-in-law.

"Part Time" means employees working 15 or more hours, but less than 35 hours per week or for the purposes of LAPP as employees working not fewer than 14 hours per week or 728 hours in a service year and fewer than 30 hours per week.

"Temporary" means employees who are not guaranteed a position with the Town past a predetermined date of completion of a job.

## 3. Guidelines

## 3.1 Managerial Responsibilities

- The CAO is responsible to hire all Town of Sedgewick staff
- b. The CAO may delegate the responsibility of hiring to designated staff.
- c. The CAO shall ensure employee hiring practices avoid pecuniary interest.

#### 3.2 Hiring of Employees

- a. All full time and part time employment opportunities shall be advertised.
- b. Temporary employment opportunities may be advertised.
- c. Full time staff employment applicants will undergo an interview process.
- d. Part time and temporary employment applicants may be interviewed.

## 3.3 Probationary Period

- a. Full time Employees
  - i. All full time employment positions will have a three-month probationary period.
  - ii. During the probationary period two formal evaluations will be conducted.
  - iii. During the three-month probationary period staff may be dismissed without cause and without compensation or notice.
  - iv. During the three-month probationary period employees have no obligation to provide notice of an intention to resign.
  - v. After a satisfactory probationary period, employees will be placed on a permanent basis to allow for benefits not available during probation.

## b. Part time Employees

- i. All part time permanent positions will have a three-month probationary period.
- ii. During the probationary period two formal evaluations will be conducted.
- iii. During the three-month probationary period staff may be dismissed without cause and without compensation or notice.
- iv. During the three-month probationary period employees have no obligation to provide notice of an intention to resign.
- v. After a satisfactory probationary period, employees will be placed on a permanent basis to allow for benefits not available during probation.

## c. Temporary Employees

- i. Temporary employees will have a probationary period determined, if required, at the time of hiring.
- ii. Requirements for a formal evaluation schedule, if required, will be determined at the time of hiring.

## 3.4 Hours of Work

## a. Administration

- Municipal Office hours are 8:30 a.m. to 4:30 p.m. weekdays.
- ii. Municipal Office will be closed between 12 Noon and 1:00 p.m. weekdays.
- iii. Attendance at council meetings after hours will be required.
- iv. Compensation for attendance to council meetings will be set annually by a motion of Council.

## b. Public Works

i. Public Works shall be a 40 hour work week.

## c. On-Call Weekends

- i. The Town Foreman or his/her designate will be entitled to a weekend on call rate (Saturday and Sunday) per council approval.
- ii. The employee that is on call shall have a cell phone activated at all times and able to respond to the emergency within 15 minutes.

### d. On-Call Emergencies

i. One Public Works staff member shall take calls each night after the regular hours of work.

- ii. Emergency over time compensation will be provided.
- iii. Minimum call-out time is pursuant to the Employment Standards Act. (Employment Standards Reg. AR14/97 Sec.11)

## e. Standby/Evening Call-Out

- One Public Works staff shall be on standby before or after their regulatory hours of work.
- ii. Employees who are on standby and are called in to work receive both standby pay and call-out pay in lieu of time over 30 minutes.
- iii. The Public Works Foreman shall ensure that an employee is on standby at all times.
- iv. The Public Works Foreman shall ensure that standby time is assigned to employees in a fair and equitable manner. Standby time shall include weekdays.
   Only one employee per day shall be eligible for standby time.
- v. When an employee is on standby, they are available for work in various ways:
  - They may be required to leave home or the place where they are contacted and travel to work or some other site to deal with situations that require their presence and;
  - 2. They may be required to deal with problems by working from home, resolve over the phone or using a computer.
- vi. When an employee is on evening call-out they are responsible to conduct a minimum of one (1) check at the water treatment plant and lift station; time spent over and above thirty (30) minutes, employees shall be eligible for overtime.
- vii. If contact cannot be made with an employee who is on standby or if that employee fails to perform the work required, the employee is ineligible for standby pay.
- viii. Employees' on-call will be expected to abstain from the consumption of alcoholic beverages; failure to do so shall constitute grounds for disciplinary action including dismissal.
- ix. Compensation employees assigned to be on standby shall be eligible for pay as follows:
  - 1. Weekdays: \$20 per day;
  - 2. Weekends and Holidays: \$50 per day.

## f. Overtime

- i. Calculation of Overtime
  - Overtime for all employees in permanent positions shall be calculated as the total of the employee's hours worked in excess of their regular hours of work except as follows.
  - 2. Overtime for permanent Public Works employees whose regular hours are eight hours a day or less shall be calculated as the total of the employee's hours worked in excess of eight hours on each day in a work week, or the employee's hours working in a week in excess of 40 hours.
  - Overtime for other contract employees shall be calculated as provided in the employee's contract of employment and in accordance with the Employment Standards Code.

- 4. When calculating an employee's hours of work in a work day or a work week, any time off shall be included in the total of an employee's hours of work in a work day and a work week.
- 5. Overtime shall be calculated to the nearest quarter hour.
- ii. Payment of Overtime
  - 1. Overtime less than fifteen minutes in a work day shall be without pay.
  - 2. Overtime shall be paid to an employee at a rate of one and a half times his/her hourly rate of pay unless the overtime is banked to be taken as paid time off at a later date in lieu of the overtime.
  - 3. The Chief Administrative Officer shall not be paid for any overtime.
- iii. Paid Time off in Lieu of Payment of Overtime (Per Employment Standards Code)
  - 1. Overtime shall only be banked if the employee has his/her supervisor's approval to work the overtime.
  - 2. Employees must use up banked overtime within 6 months of the end of the pay period in which they earned it.
  - 3. Overtime hours shall be banked at a rate of one and a half times the overtime hours worked.
  - 4. An employee shall take paid time off in lieu of payment of overtime at a time approved by his/her supervisor.
  - An employee shall take paid time off in lieu of payment of overtime within six months of the time that the overtime was earned. Any overtime earned and not taken within six months shall be paid out in the first pay period following the six month period.

## 3.5 Disciplinary Action

- a. Progressive Discipline is a system whereby discipline is applied for infractions and misconduct on a progressive basis or in a series of steps with each step carrying a more serious penalty than the last step, namely dismissal, is reached. A progressive discipline policy accompanies the Town's performance standards and expectations and holds its employees accountable to those standards, and ensures that misconduct will be dealt with in some uniform fashion. The Town expects high standards of performance and responsible conduct from all of its employees. Should an employee violate known policies or practices, progressive discipline will be implemented in order to correct the unacceptable behavior. In determining whether or not discipline is appropriate or to what extent an employee should be disciplined, the supervisor should consider the following questions:
  - i. How serious is the infraction?
  - ii. What is the employee's past work record?
  - iii. Does this infraction appear to represent a trend or is it an aberration?
  - iv. Are there extenuating circumstances impacting the behavior?
- Authority to Discipline is the authority to initiate disciplinary actions which shall be limited to the CAO. This authority shall be delegated as follows:
  - i. Suspension: The supervisor has the authority to suspend an employee as per conditions set out in this Policy. This authority shall be delegated to the CAO.
  - ii. Dismissal: The CAO has the authority to dismiss an employee as per conditions set out in this Policy.

- c. Actions of Discipline shall be enforced as per the following guidelines:
  - i. First Warning: Where it is apparent to the supervisor that a performance or behavioral problem is sufficiently serious to bring to the attention of the employee, the CAO shall meet with the employee, in a private, one-on-one session. During this meeting, the supervisor shall explain the behavioral or performance issues which are of concern, the expected change in behavior and/or performance, and the assistance which management is prepared to provide to the employee in overcoming this particular problem. While this step should not be conducted in a manner which is threatening to the employee, the employee should be made to clearly understand that the matters discussed are more than casual concerns to the Town, and that a change is both expected and required. The CAO should record the substance and date of this discussion in the event that reference must be made to the matter in future action under this Policy.
  - ii. Second Warning: Where the supervisor has had previous discussions with the employee regarding a behavioral or performance problem, has provided clear expectations as to the changes require and has also provided assistance in making this change, and where either insufficient change or no change has occurred, it is appropriate that a written warning, signed by the CAO, be issued to the employee. Where a written warning is being considered, the circumstances of the matter shall be discussed with the Department Manager prior to issuing a warning. The written warning will describe the behavior or performance issues which are causing concern, the required or expected changes, and the support which management is prepared to provide. This memorandum should be issued to the employee following a meeting in which the supervisor and a witness (Department Manager or other member of the Town Management group) interview the employee. This written warning is intended to reinforce the seriousness of management's view of the behavioral performance problem. This written warning should be in the form of a letter addressed to the employee. A copy of the letter, which is placed on the employee's official personnel file, must be annotated by the CAO as follows:
    - The matter was discussed with, and a copy of the memorandum was handed to the employee;
    - 2. The name of the person who acted as a witness;
    - 3. The date upon which the memo was given to the employee.
- iii. Third Warning: Suspension of an employee will occur in one or two general instances. Where is appears that a serious situation has occurred, that further investigation is urgently necessary and where the employee's presence will hamper the investigation or bring about morale or security problems for the Town, or: Where Steps 1 to 2 of the Progressive Discipline Process have been followed, insufficient improvement has occurred and Management wished to reinforce the seriousness of the situation. The CAO identifies in Sections 7b may, at their discretion, suspend an employee, without pay, for the period of up to five (5) working days. Where an employee is suspended without pay, the employee shall be so informed, in writing, by the CAO, with a copy to the employee's official staff file. This letter shall set out:
  - Performance or behavioral reason for the suspension;

- 2. Measures previously taken by the Town's CAO;
- 3. Evidence pointing to the continued failure of the employee to improve in the areas of concern;
- 4. Consequent decision of management to suspend the employee;
- 5. Dates on which the suspension is to take place.
- iv. Fourth Warning: The employee shall be dismissed from his/her employment with the Town by the CAO. This action shall be initiated by presenting the employee with a letter of explanation. A copy of this letter shall be placed in the employee's personnel file.
- v. Exceptions from Standard Warning Guidelines: For any act that the CAO determines to be severe in nature, then the standard warning guidelines listed above shall not be used. The supervisor shall notify the CAO as soon as possible of such violations. The CAO shall then review the case and determine an appropriate action. This action shall be initiated by presenting the employee with a letter of explanation, a copy of which shall be placed in the employee's personnel file.

## 3.6 Appeal Procedure

- a. Appeals shall be dealt with according to the following guidelines:
  - i. Verbal Warning or Suspensions: An appeal from an employee of verbal warning or suspension shall be directed to the CAO. The CAO shall then interview the employee and the supervisor and decide whether or not to uphold the disciplinary action. This decision shall be documented and presented to both the employee and the supervisor, with a copy of this document placed in the employee's personnel file.

### 3.7 Time Sheets

- a. Full time employees must submit timesheets within three working days prior to month end.
- b. On-call timesheets must be submitted three working days prior to month end.
- Part time employees timesheets must be submitted three working days prior to month end.

## 3.8 Pay Period

- a. The pay period will be monthly.
- b. Employees may request a mid-month salary advance, which will total no greater than 50% of the monthly net salary.

### 3.9 Annual Grid Advancement

- a. Additional salary advancements will be approved after Performance Review and approved in November for January implementation annually.
- b. Additional salary advancements will be determined by:
  - Results of annual performance review;
  - ii. Work-related experience and knowledge;
  - iii. Recognized further education/training;
  - iv. Additional job responsibilities;
  - v. Budgetary considerations.

## 3.10 Employee Recognition

- a. <u>Extraordinary Performance</u> will be recognized from time to time. The CAO may become aware of an employee who has performed significantly above and beyond the expectations of their job requirements.
  - i. Employee recognition may only be given upon approval of the CAO.
  - ii. The employee's supervisor may recommend to the CAO, that the recognition they feel the employee deserves and why this recognition is recommended, including the form and the timing of the recognition. Small tokens of appreciate may be given throughout the year as long as they are within budget approval by Council.
- b. <u>Performance Bonuses</u> may be given at the time of the performance evaluation prior to the end of November each year.
  - The CAO will determine the amount each employee will receive for a performance bonus based on the employee's performance evaluation.
  - ii. Council will approve a budget each year for funds to be used by the CAO for performance bonuses.
- c. <u>Long Service Awards</u> are intended to reward and recognize employees and firefighters to the Town of Sedgewick. The long term service years will be calculated from the start date to November 1<sup>st</sup> of each year.
- d. Long Term Service Schedule is payable as cash value.

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i.	\$50	5 years of service
ii.	\$100	10 years of service
iii.	\$150	15 years of service
iv.	\$200	20 years of service
٧.	\$250	25 years of service
vi.	\$300	30 years of service
vii.	\$350	35 years of service

e. Farewell Gifts will be given amounting a \$50/year of employment and up to a maximum of \$500.

## 3.11 Designated Holidays

a. The following days are recognized as General Holidays:

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i. New Year's Day
ii. Family Day (February)
iii. Good Friday
iv. Easter Monday
v. Victoria Day
vi. Canada Day
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vii. August Civic Holiday

viii. Labor Day
ix. Thanksgiving
x. Remembrance Day
xi. Christmas Day
xii. Boxing Day

b. All holidays occurring on a weekend, the time off in lieu shall occur the following regular day of work.

#### 3.12 Vacation Leave

a. Full time Permanent Positions – full time permanent employees of the Town of Sedgewick are eligible for vacation time as follows:

i.	After one year of employment	10 days
ii.	After three years of employment	15 days
iii.	After ten years of employment	20 days
iv.	After fifteen years of employment	25 days

 Part time Permanent Positions – part time permanent employees of the Town of Sedgewick are eligible for vacation pay as follows:

i.	During first three years of employment	4%
ii.	From fourth to end of ninth year	6%
iii.	From start of tenth to end of fourteenth	8%
iv.	From start of fifteenth on	10%

- Temporary Positions temporary employees of the Town of Sedgewick shall be entitled to vacations and vacation pay pursuant to the employment standards legislation in effect. (Employment Standards Code, C E-9, Section 3.4)
- d. Anniversary Date January 1<sup>st</sup> will be deemed the anniversary date for each employee. Any employee with less than one full year of continuous service on the first of January will have vacation time pro-rated. (Employment Standards Code, S.35.1)
- e. Vacation Leave All full time or permanent employees shall be entitled to an annual paid vacation and must take vacation time off. Vacation time shall be booked on an organizational seniority basis and must be approved by his/her supervisor. If an individual has made no decision regarding vacation time by April 1<sup>st</sup> annually, then seniority is waived. All annual vacations are to be taken by the end of December of the applicable year unless otherwise approved by the CAO. Consideration could include carryover of unused vacation time to be taken for an extended holiday that must be taken the following year. Any full time employee with 20 or more vacation days per year must provide six-months notice of any 20 day or more consecutively planned vacation period which will provide the employer time to ensure that his/her extended time off will not impact the Town operations. If an employee does not take vacation time, the employer must give the employee at least two week's written notice of when to start annual vacation and the employee must take the vacation at that time. (*Pursuant to Employment Standards Code*, 5. 38)

### 3.13 Jury Duty

a. The Town of Sedgewick shall allow an employee a sufficient leave of absence to serve as a juror when the employee is summoned to serve as a juror. (Pursuant to Jury Act, Cl-3 Section 24(1)&(2)

### 3.14 Court Leave

a. The Town of Sedgewick shall allow an employee leave of absence with pay if an employee is summoned or subpoenaed as a witness or a defendant to appear in court in his/her official capacity to give evidence or to produce Town of Sedgewick records. (Pursuant to Alberta Evidence Act, CA-18, Section 21.)

## 3.15 Maternity & Parental Leave

### a. Maternity Leave

- i. A pregnant employee, who has completed 90 days of continuous service, shall be granted up to 16 weeks maternity leave and 46 weeks parental leave for a total of 62 weeks without pay commencing at any time during the 13 weeks immediately preceding the estimated date of delivery. (Employment Standards Code, 5.45)
- ii. A pregnant employee should provide notice of her maternity leave as soon as possible prior to her expected date of delivery, but, in any case, shall give the Town at least 6-weeks notice in writing of the date on which she intends to commence maternity leave. (Employment Standards Code, S.47)
- iii. Notwithstanding any date initially selected for the start of maternity leave in the notice, if an employee subsequently indicates in writing that she is no longer able to carry out her full normal duties, she may commence her maternity leave at an earlier date. (Employment Standards Code, S.48)
- iv. An employee who is eligible to maternity leave shall take at least 6 weeks of such leave immediately following the actual date of delivery. The employee, with agreement of the CAO may shorten this 6 week period by providing medical certificate indicating that resumption of her full duties will not endanger her health. (Employment Standards Code, S.46(2))
- v. If the pregnancy interferes with the performance of an employee's work, during the 12 weeks immediately before the estimated date of delivery, the employee's supervisor, in consultation with the CAO, may require the employee to begin the maternity leave by way of written notice to the employee. (Employment Standards Code, S.49)
- vi. A pregnant employee, who presents medical evidence from her physician, in which satisfies the CAO that continued employment in her present position may be hazardous to herself or her unborn child, may request a transfer to a more suitable position if one is available. The employee's salary shall be governed by the wage rate for that wage category. Where no suitable position is available, the employee must request maternity leave as provided by this section if the employee is eligible for such leave. (Pursuant to the Human Rights, Citizenship and Multiculturalism Act)
- vii. In the event that a maternity leave must commence before the 12 week period before the estimated date of delivery, that time shall be considered illness and the employee shall be eligible for casual sick leave and weekly indemnity for that time before the commencement of the maternity leave. (Pursuant to the Human Rights, Citizenship and Multiculturalism Act)
- viii. If a pregnancy ends in a miscarriage or stillbirth within 16 weeks of the estimated due date, the employee is still entitled to maternity leave but is not entitled to parental leave. The leave will end 16 weeks after it begins.

#### b. Parental Leave

i. An employee who has completed 90 days of continuous service who is a birth parent or adoptive parent of a child shall be granted a parental leave of absence without pay for up to 46 weeks immediately following the last day of maternity leave, or in the case of an adoptive child, within 62 weeks of the

- placement of the child. The employee shall furnish proof of adoption of birth of child. (Pursuant to Employment Standards Code, S.50)
- ii. An employee intending to take parental leave shall give the Town reasonable notice in writing of the date on which the leave is to commence. A pregnant employee, who gives notice of maternity leave, need not give further notice of parental leave. (Pursuant to Employment Standards Code, S.51)

#### c. General

- An employee granted maternity or parental leave shall, upon return to work, be returned to their former position or be place in another comparable position within the same department at the same level of benefits and salary that is applicable to employees in their classification. (Pursuant to Employment Standards Code, S.53(7))
- ii. Employees on maternity or parental leave shall provide the Town 4-weeks notice in writing of their intention to return to work not later than 4 weeks before the end of the leave period. (Pursuant to Employment Standards Code, S.53(1))
- iii. If an employee fails to provide 4 weeks written notice of his/her intention to return to work, or if the employee fails to return to work on the date specified in the notice to return to work, the employee is not entitled to return to work unless the failure to return to work resulted from unforeseeable or unpreventable circumstances. (Pursuant to Employment Standards Code, S.53(5).

#### 3.16 Sick Leave

- a. Each permanent employee shall be entitled to 1 day of sick leave per month of service. Sick leave shall accumulate to a maximum of 10 days. After all available sick time is utilized employees may be entitled to the benefits of employment insurance and short-term disability for illness-related leave.
- b. Each employee who will be absent from duty shall communicate the reason for his/her absence to his/her supervisor or CAO at least one day prior to the regular commencement of his/her regular hours of work.
- c. Employees who are sick for more than three (3) consecutive days shall provide the CAO a medical certificate signed by their medical doctor. Failure to provide a medical certificate could result in loss of pay for the period of absence.
- d. Sick leave will not be accrued during leave of illness, leave of absence, accident-caused leave or layoff. Sick leave credits shall accumulate during <u>sick leave</u> for work-related accidents.
- e. An employee granted sick leave shall be paid for such leave at his/her regular rate of pay, conditional to any payments from the Worker's Compensation Board being signed over to the Town. The number of days thus paid shall be deducted from the employee's flex leave credits up to the total amount of accumulated credits at the time flex leave for illness commenced.
- f. An employee not able to report to work shall inform the CAO as soon as possible in order that the necessary arrangements may be made. Should the CAO be unable to report to work on a day when the other staff cannot report to work, then the CAO shall inform the Mayor or Deputy Mayor in order that they may make the necessary arrangements. Failure to report as above will result in loss of pay.

#### 3.17 Personal Leave

- a. All permanent employees shall be entitled to 3 days of paid personal leave over the course of the year that can be used at the discretion of the employee.
- b. Personal leave days must be used during the year provided and cannot be carried over.

## 3.18 Compassionate Leave

### a. Short-Term Family Illness

i. All permanent employees shall be granted a maximum of five (5) days with pay, upon approval of the CAO,-for short-term care of immediate family members when they have fallen gravely ill.

## b. Compassionate Care Leave

- All permanent employees who provide a medical certificate are eligible for up to 27 weeks of compassionate care leave
- ii. If after the leave is completed, the family member is still gravely ill and care is required, the employee may request leave again provided a new medical certificate is submitted to the CAO.
- iii. The leave can be split into multiple installments, however each period must be at least one week in length.
- iv. When possible, at least two (2) weeks notice should be given to the employer.

### c. Bereavement

i. All permanent employees shall be granted a maximum of five (5) days with pay, upon the approval of the CAO, upon the death of the employee's spouse (including common-law), or any of the following relatives of an employee or spouse: parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, sister, or the husband or wife of any of them.

## 3.19 Occupational Health & Safety

#### 2.19.1 Protective Clothing (Public Works)

- a. Coveralls, gloves, safety eyewear, hearing protection and hard hats will be provided to all employees as required by their job description.
- b. Full-time employees whose job requires protective footwear shall receive an annual allowance for the purchase of CSA-approved protective work boots upon presentation of receipt.
- c. The annual work boot allowance shall be paid pursuant to fees approved by council.

### 3.19.2 Training & Education

#### a. Principles:

- i. The Town of Sedgewick believes that it is necessary and advantageous to encourage and authorize employees to further their education.
- ii. An employee who is required to attend a training course, seminar or conference on his/her regular day or work shall be paid his/her regular rate of pay for the hours spend on training to a maximum of his/her regular daily hours of work.
- iii. An employee who is required to attend a training course, seminar or conference on his/her regularly scheduled day of rest shall be granted a day of in lieu at some other time.

- iv. An employee who is required to attend a training course, seminar, or conference which necessitates travel outside the Town of Sedgewick shall be paid his/her regular rate of pay for the actual hours spent in travel provided such travel time is outside of his/her regular daily or weekly hours of work.
- v. Time off to attend a training course, seminar or conference shall be reported on an employee's time sheet and paid as approved by the CAO.

## b. Education Requirements:

- The Chief Administrative Officer must have or be working towards the Local Government Administrator's certification or equivalent.
- ii. Permanent Public Works staff are required to have, or be working towards the applicable provincial certification for water and wastewater operation in the Town of Sedgewick.

### 3.20 Conventions

a. Town of Sedgewick staff may attend and be reimbursed costs for employment related conventions, upon Council approval and budgetary constraints.

## 3.21 Reimbursement of Expenses

- a. When an employee travels outside the Town on approved Town business, the Town of Sedgewick shall reimburse the employee, upon submission of an expense claim form approved by the CAO:
  - i. Any costs of accommodation upon production of receipts if:
    - 1. If the time of departure is earlier than 6:30 a.m., necessitating an overnight stay;
    - 2. One night's accommodation for each two (2) days of business that the employee is required to be outside the Town on business.
  - ii. The costs of the following meals may be claimed:
    - 1. Breakfast, if the time of departure is earlier than 6:30 a.m. or the time of return is later than 7:30 a.m.
    - 2. Lunch, if the time is earlier than, or the time of return is later than Noon.
    - 3. Dinner, if the time is earlier than, or the time of return is later than 6:30 p.m.
- An employee may claim either the cost of the meal on production of receipts, or the meal allowance established by Council.
- c. The Town of Sedgewick shall reimburse an employee for the use of his/her personal vehicle, when authorized by the CAO at rates established by Council.
- d. The employee may request an advance to cover the anticipated costs of accommodation, meals and travel.
- e. The Town of Sedgewick shall pay the employee the advance requested upon approval of the CAO.
- f. The Town will not refund any alcohol costs.

## 3.22 Employee Health & Insurance Benefits

- a. Full and Part Time Employees
  - i. Extended Health Care Insurance
    - 1. The Town shall determine from time to time which insurance company will provide Extended Health Care Coverage to its employees.
    - 2. The plan shall provide:
      - 100% reimbursement of prescription drugs;

- 100% reimbursement of vision care costs up to a maximum of \$250 every two (2) years.
- Other eligible coverage including such areas a semi-private hospital accommodation, ambulance and paramedical services and medical devices at 100%.
- Emergency Out of Country Medical Coverage with a \$1,000,000 per insurance maximum for persons under age 65 and \$10,000 Lifetime maximum for persons age 65 and above which will be in effect for the first 60 days of travel out of country.
- 3. Participation in the Extended Health Care Coverage is a mandatory term of employment for all employees in full time permanent positions and at the discretion of the CAO for part time employees upon successful completion of their probation.
- 4.Employees may be exempted from participation in Extended Health Care Coverage if they can demonstrate that they have equivalent coverage under their spouse's group coverage.
- 5.An employee who, immediately prior to the commencement of employee in a full time permanent position, was a contract employee of the Town shall commence participation in Extended Health Care Coverage immediately upon commencement of employment in the full time permanent position, provided that the period of employment in the contract position was greater than three (3) months. Otherwise, participation shall begin in the three (3) months.
- The Town shall contribute 100% towards the cost of each participating employee's Extended Health Care Premiums.
- 7. The employee's share of the cost of the Extended Health Care monthly premiums shall be paid one month in advance of the effective coverage month.
- 8. The Town shall not carry terminated or retired employees on its Extended Health Care Coverage.
- The Town shall contribute 100% of the costs of each participating employee's Extended Health Care Insurance premiums while an employee is qualified for short term disability under the Weekly Indemnity Group Benefits Coverage plan.
- 10. The Town will be registered in a Retiree Benefit Plan that provides optional enrollment for extended health and vision care to retired employees, age 55 or older.

## ii. Dental Care

- 1. Town Council shall determine from time to time which insurance company will provide Dental Care Coverage to its employees.
- Participation in Dental Care Group Coverage is a mandatory term of employment for all employees in full time permanent positions and at the discretion of the CAO for part time employees upon successful completion of their probation.
- Employees may be exempted from participation in Dental Care Group Coverage if they can demonstrate that they have equivalent coverage under their spouse's group coverage.

- 4. An employee who, immediately prior to the commencement of employment in a full time permanent position, was a contract employee of the Town shall commence participation in Dental Care Group Coverage immediately upon commencement of full time permanent position, provided that the period of employment in the contract position was greater than three (3) months. Otherwise, participation shall begin in three (3) months.
- 5. The Town shall contribute 100% towards the cost of each participating employee's Dental Care premiums.
- The employee's share of the cost of the Dental Care Group monthly premiums shall be paid one month in advance of the effective coverage month.
- 7. The Town shall not carry terminated or retired employees on its Dental Care Group Coverage.
- 8. The Town shall contribute 100% towards the costs of each participating employees Dental Care premiums while an employee is qualified for short term disability under the Weekly Indemnity Group Benefits Coverage plan.
- 9. The Town will be registered in a Retiree Benefit Plan that provides optional enrollment for dental care to retired employees, age 55 or older.
- iii. Short Term Disability Weekly Indemnity
  - 1. Council shall determine from time to time which insurance company will provide Weekly Indemnity Benefits Group Coverage to its employees.
  - 2. The plan shall provide a non-taxable weekly indemnity of 75% of an employee's wage or salary, to a maximum of \$750 per week, to an employee who is off work due to illness or injury from the first day of accident or hospitalization, or on the eighth (8) day of illness, for a maximum of seventeen (17) weeks.
  - Participation in Weekly Indemnity Benefits Group Coverage is a mandatory term of employment for all employees in full time permanent positions and at the discretion of the CAO for part time employees upon successful completion of their probation.
  - 4. An employee who, immediately prior to the commencement of employment in a full time permanent position, was a contract employee of the Town shall commence participation in Weekly Indemnity Benefits Group Coverage immediately upon commencement of employment in the full time permanent position, provided that the period of employment in the contract position was greater than three (3) months. Otherwise participation shall begin in three (3) months.
  - 5. The employee shall pay 100% of the cost of the premiums for participation in the Weekly Indemnity Benefits Group Coverage.
  - 6. The employee's cost of the Weekly Indemnity Benefits Group monthly premiums shall be deducted on month in advance of the effective coverage month from his/her month end pay cheque.
  - 7. The Town shall not carry terminated or retired employees on its Weekly Indemnity Benefits Group Coverage.
  - 8. The Town shall contribute 100% towards the costs of each participating employee's Weekly Indemnity Group Benefits premiums while an

employee is qualified for short term disability under the Weekly Indemnity Group Benefits Coverage Plan.

## iv. Long Term Disability

- 1. Town Council shall determine from time to time which insurance company will provide Long Term Disability Group Coverage to its employees.
- The plan shall provide a taxable income replacement of three quarters of an employee's wage or salary to an employee who is off work due to illness or injury after seventeen (17) weeks from the first day of accident of illness.
- Participation in Long Term Disability Group Coverage is a mandatory term
  of employment for all employees in full time permanent positions and at
  the discretion of the CAO for part time employees upon successful
  completion of their probation.
- 4. An employee who, immediately prior to the commencement of employment in a full time permanent position, was a contract employee of the Town shall commence participation in Long Term Disability Group Coverage immediately upon commencement of employment in the full time permanent position, provided that the period of employment in the contract position was greater than three (3) months. Otherwise, participation shall begin in three (3) months.
- 5. The Employee shall pay 100% of the premiums for participation in the Long Term Disability Group Coverage.
- 6. The Town shall not carry terminated or retired employees on its Long Term Disability Group Coverage.
- 7. The employee's cost of the Long Term Disability Group Coverage monthly premiums shall be deducted one (1) month in advance of the effective coverage month from his/her month end pay cheque.
- 8. The Long Term Disability Group Coverage Premiums shall include a 'waiver of premium' provision. Upon approval of a claim, premiums for Long Term Disability will not be due for the duration of the disability. Premiums must be remitted during the elimination period and until such a time as the employee receives notification of a waiver. Premium payments during that time shall be remitted pursuant to No. 5 above.

### v. Life and Accidental Death and Dismemberment Insurance

- Town Council shall determine from time to time which insurance company will provide Life and Accidental Death and Dismemberment Group Insurance Coverage to its employees.
- 2. The plan shall provide a life insurance of twice an employee's basic annual wage or salary, and an additional amount of insurance in the event of accidental death or dismemberment with the principal sum equivalent to the employee's basic life insurance.
- Participation in Life and Accidental Death and Dismemberment Group Insurance is a mandatory term of employment for all employees in full time permanent positions and at the discretion of the CAO for part time employees upon successful completion of their probation.
- 4. An employee who, immediately prior to the commencement of employment in a full time permanent position, was a contract employee of the Town shall commence participation in Life and Accidental Death and

- Dismemberment Group Insurance immediately upon commencement of employment in the full time permanent position, provided that the period of employment in the contract position was greater than three (3) months. Otherwise, participation shall begin in three (3) months.
- 5. The Town shall contribute 100% of the cost of the employees Life and Accidental Death and Dismemberment Group Insurance Premiums.
- 6. The employer's cost of the Life and Accidental Death and Dismemberment Insurance monthly premiums shall be paid one month in advance of the effective coverage month.
- 7. The Town shall contribute 100% towards the costs of each participating employee's Life and Accidental Death and Dismemberment Group Life Insurance premiums while an employee is qualified for short term disability under the Weekly Indemnity Group Benefits Coverage plan.
- 8. The Town shall not carry terminated of retired employees on its Life and Accidental Death and Dismemberment Group Insurance.
- 9. The Town will be registered in a Retiree Benefit Plan that provides optional enrollment for life insurance to retired employees age 55 or older.
- vi. Dependent Life Insurance
  - 1. Town Council shall determine from time to time which insurance company will provide Dependant Life Insurance Coverage to its employees.
  - Participation in Dependent Life Insurance Coverage is optional for all employees in full time permanent positions and offered at the discretion of the CAO for part time employees upon successful completion of their probation.
  - 3. An employee who, immediately prior to the commencement of employment in a full time permanent position, was a contract employee of the Town shall commence participation in Dependent Life Insurance immediately upon commencement of employment in the full time permanent position, provided that the period of employment in the contract position was great than three (3) months. Otherwise, participation shall begin in three (3) months.
  - 4. For each participating employee the Town shall contribute 100% of the cost of his/her Dependent Life Insurance Coverage premiums.
  - The Town shall contribute 100% towards the costs of each participating employee's Dependent Life premiums while an employee is qualified for short term disability under the Weekly Indemnity Group Benefits Coverage plan.
  - The employee's share of the cost of the Dependent Life Insurance monthly premiums shall be paid one month in advance of the effective coverage month.
- vii. Optional Life Insurance and Optional Spousal Life Insurance
  - 1. Employees may purchase Optional Life Insurance and Optional Spousal Insurance upon successful completion of their probation.
  - The employee shall pay 100% of the cost of the Optional Life and/or Optional Spousal Life Insurance premiums.
  - 3. The employee's cost of the Optional Life Insurance monthly premiums shall be deducted one month in advance of the effective coverage month from his/her month end pay cheque.

- 4. The Town shall not carry terminated or retired employees on its Optional Life Insurance Coverage plan.
- The Town will be registered in a Retiree Benefit Plan that provides optional enrollment for additional life insurance to retired employees age 55 or older if the retiree wants to convert their existing coverage to an individual policy.

# viii. Optional Critical Illness

- Employees may purchase Optional Critical Illness Insurance and/or Optional Spousal Critical Illness Insurance upon successful completion of their probation.
- 2. The employee shall pay 100% of the cost of the Optional Critical and Optional Spousal Critical Illness Insurance premiums.
- The employees cost to the Optional Critical Illness Insurance monthly premiums shall be deducted one month in advance of the effective coverage month from his/her month end pay cheque.
- 4. The Town shall not carry terminated or retired employees on its Optional Critical Illness insurance Coverage.

## d. Temporary Employees

i. The Town of Sedgewick will not provide health or insurance benefits to temporary employees.

## 3.23 Employee Pension Plan

- a. Participation/Membership
  - i. Town Council has determined that the Local Authorities Pension Plan is the pension plan that will be provided to its employees.
  - ii. The Town of Sedgewick will advise all employees of their membership status at the time of hire and shall provide a copy of the member handbook.
  - iii. Participation in the pension plan shall be mandatory term of employment for all employees in full time permanent positions upon successful completion of a three (3) month probationary period.
  - iv. Participation in the pension plan shall be an optional term of employment for all employees in part time permanent positions upon successful completion of a three (3) month probationary period.
  - v. Participation in the pension plan shall not be available to any Town of Sedgewick temporary employees.
  - vi. Notwithstanding the above sub-sections, participation in the pension plan is available on the first day of employment if the employee is continuing from a previous employment at which the employee was enrolled in the Local Authorities Pension Plan.

#### b. Pensionable Salary

- i. Regular gross pay and acting pay shall be included as pensionable salary.
- ii. Holiday pay will be included as pensionable salary when paid on a monthly basis but will not be included when paid as a lump sum.
- iii. Over-time and on-call pay shall be excluded as pensionable salary.
- iv. There shall be no automobile allowance for personal use provisions included as pensionable salary.
- v. The pension plan will determine the amount of the employee and the employer's contributions to the pension plan.

### c. Pensionable Service

- i. Base Unit:
  - 1. Administration: 1820 hours = 1.0000 Service to be reported
  - 2. Public Works: 2080 hours = 1.0000 Service to be reported
- ii. Pensionable service shall be calculated pursuant to the policies and regulations of the Local Authorities Pension Plan.

#### d. Contributions

- i. The employee's contribution shall be deducted from the employee's month end pay cheque.
- ii. The employer's contribution shall be contributed at the end of each monthly pay period.
- iii. Contributions shall be calculated and remitted pursuant to the policies and regulations of the Local Authorities Pension Plan.
- iv. The Town shall not contribute towards any terminated or retire employee's plan.

## 3.24 Acting Pay

- a. Purpose
  - i. The purpose of this policy is to outline the circumstances under which an employee may be compensated for work performed at a higher level in the absence of another employer and to establish procedures for granting such pay.
- b. Applicability
  - i. This policy applies to all full time and permanent part time employees in Town service.
- c. Policy
  - i. It is the policy of the Town of Sedgewick to compensate employees for assuming, on a temporary basis, some or all of the duties of a higher paid position from which an employee is absent when all of the following conditions have been met:
    - 1. The duties of the higher paid position are assigned to, and performed by, the designated employee for twenty-five (25) or more consecutive work days;
    - 2. Council is notified of the designated employee absence as soon as possible and Council determines the acting pay compensation rate.

#### d. Procedures

- i. Employees who perform the duties of a higher paid position under the above provisions shall receive acting pay beginning on, or retroactive to the first day of the assignment.
- ii. Acting pay may be requested by the employee for absence due to termination or extended leave, whether paid or unpaid, if the employee is sufficiently qualified to perform the absent employee's duties.
- iii. If there is no single employee sufficiently trained, the council will exercise the following options:
  - 1. Distribute the responsibilities evenly among several employees; or
  - 2. Hire temporary workers who are sufficiently trained.
- iv. Acting pay may be authorized by Council for partial absences when the employer of a higher paid position is absent from his/her position for more than 50% of his/her regularly scheduled hours for more than twenty-five (25) working days.

v. In the case of partial acting pay, the employee shall be compensated at the authorized higher rate only for that portion of regularly scheduled hours that the employee of the higher paid position is absent.

## 3.25 Grievance Policy

- a. Purpose
  - i. The purpose of this policy is to resolve problems and grievances promptly and as close to the source as possible.
- b. Applicability
  - i. This policy applies to all full time and permanent part time employees in Town service.
- c. Policy
  - i. The Town aims to resolve problems and grievances promptly and as close to the source as possible with graduated steps for further discussions and resolution at higher levels of authority as necessary.
- d. General Principles
  - i. Complaints must be fully described by the person with the grievance.
  - ii. The person(s) should be given the full details of the allegation(s) against them.
  - iii. The person(s) against who the grievance/complaint is made should have the opportunity and be given a reasonable time to give their side of the story before resolution is attempted.
  - iv. Proceedings should be conducted honestly, fairly and without bias opinion.
  - v. Proceedings should not be unduly delayed.
- e. Procedures
  - i. When an employee thinks any condition affecting the employee is unjust, inequitable, or creates a problem, the employee should use the following procedure for a solution without fear or recrimination and without stoppage of work, or refusal to perform work (unless the condition to perform the work is deemed unsafe):
    - 1. The employee attempts to resolve the complaint as close to the source as possible. This level is quite informal and verbal. If the matter is not resolved:
    - 2. The employee notifies the Supervisor in writing as to the substance of the grievance and states the remedy sought. Discussion should be held between employee and any other relevant party. This level will usually be informal, but either party may request written statements and agreements. This level should not exceed on a week. If the matter is not resolved:
    - 3. The Supervisor must refer the matter to the Chief Administrative Officer. A grievance taken to this level must be in writing from the employee and shall include.
      - The date of the action they are grieving;
      - The nature of the employee's grievance;
      - The circumstances from which it arose;
      - The remedy or the correction the employer is requested to make;
      - The employee's view of how policy has been violated;
      - The employees signature;
      - The date of submission.

- 4.The Supervisor will forward to the CAO any additional information thought relevant. The CAO will provide a written response to the employee. The CAO will also communicate with any other parties involved or deemed relevant. This level should not exceed one week following the next scheduled meeting. If the matter is not resolved:
- 5. Within fourteen (14) working days, the unresolved conflict must be presented to the Personnel Committee of the Town. Council Members will then:
  - Meet with the griever privately;
  - Meet with the CAO privately;
  - Discuss the matter;
  - Meet with both the CAO and griever. Having then followed all the above steps, every effort will be made to resolve the issue;
  - A decision of Council with respect to the grievance will be final.
- 6. A copy of all grievances and resolutions of same to be place in the respective employee(s) personnel file.
- 7. Council to be given notice of all grievances and resolutions.

## 4. Persons Affected

Town of Sedgewick staff

## 5. Revision/Review History

	Date	Resolution Number
Approved	May 20, 2010	2010-05-139
Amended	June 17, 2010	2010-06-180
Amended	August 16, 2012	2012.08.226
Amended	June 20 <sup>th</sup> , 2013	2013.06.154
Amended	November 28 <sup>th</sup> , 2013	2013.11.318
Amended	January 22 <sup>nd</sup> , 2015	2015.01.24
Amended	October 22 <sup>nd</sup> , 2015	2015.10.301
Amended	December 21 <sup>st</sup> , 2017	2017-12-236

Dec. 22 2017	TOWN OF SEDGEWICK
DATE	MAYOR
Dec. 22, 2017	(fbl)
DATE	CHIEF ADMINISTRATIVE OFFICER

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