

HUMAN RESOURCES POLICY POLICY # 24-02



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1. Policy Purpose

- **1.1.** The Town of Sedgewick recognizes the need for a consistent policy to govern employment in 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 procedures and employment standards 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 ends with the birth of a child or the pregnancy otherwise terminates.
- "Full Time" means employees working 32 or more hours per week.
- "Grievance" means a specific complaint, with formal notice of employee dissatisfaction related to the inadequacy of job requirements, work conditions or other aspects of employment.
- "Immediate family" means spouse, including common-law spouse, son, daughter, stepson, stepdaughter, mother, father, stepmother or stepfather, mother-in-law, father-in-law.
- "Part Time" means an employee working 15 or more hours but less than 32 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.
- "Pay Day" means the last working day of each month.
- "Temporary" means an employee who is not guaranteed a position with the Town past a predetermined date of job completion.
- "Certified Health Care Professional" means an individual who has undergone formal education, training, and certification in a specific healthcare field. This certification ensures that they meet the required standards of competence and professionalism to provide health care services. Examples of certified healthcare professionals include: Physicians, Nurses, Physician Assistants, Pharmacists, Physical Therapists, Occupational therapists, and Dentists.



3. Guidelines

3.1 Managerial Responsibilities

- a. The CAO is responsible for hiring all Town of Sedgewick staff
- b. The CAO may delegate the responsibility of hiring staff 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 as the CAO deems necessary.
- b. Temporary employment opportunities may be advertised as the CAO deems necessary.
- 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 minimum three-month probationary period.
- ii. During the probationary period, two formal evaluations will be conducted.
- iii. During the probationary period, staff may be dismissed without cause, compensation, or notice.
- iv. During the probationary period, employees have no obligation to provide notice of an intention to resign.
- v. After successfully completing the probationary period, employees will be placed on a permanent basis to allow for benefits unavailable during probation.
- vi. For the probationary period to be valid, the minimum three-month probationary period must be served in concurrence without any missed days.
- vii. The CAO may extend the probationary period if, in his or her opinion, additional time is required to assess the individual as an employee properly.

b. Part-time Employees

- i. All part-time permanent positions will have a minimum three-month probationary period.
- ii. During the probationary period, two formal evaluations will be conducted.
- iii. During the probationary period, staff may be dismissed without cause, compensation, or notice.



- iv. During the probationary period, employees have no obligation to provide notice of an intention to resign.
- v. After successfully completing the probationary period, employees will be placed on a permanent basis to allow for benefits unavailable during probation.
- vi. For the probationary period to be valid, the minimum three-month probationary period must be served in concurrence without any missed days.
- vii. The CAO may extend the probationary period if, in his or her opinion, additional time is required to assess the individual as an employee properly.

c. Temporary Employees

- i. Temporary employees will have a probationary period determined, if required, at the time of hiring.
- If a formal evaluation schedule is required, it will be determined at the time of hiring.

3.4 Hours of Work

a. Administration

- i. The Administration/CAO/Office Staff shall be a 32-hour work week.
- ii. The Municipal Office hours are 8:30 a.m. to 4:30 p.m. Monday through Thursday, with a 30-minute paid lunch period at the Town Office.
- iii. The Municipal Office will be open between 12 Noon and 1:00 p.m. Monday through Thursday.
- The Municipal Office will be closed on Fridays.
- v. Attendance at council meetings after hours may be required.
- vi. Staff attendance at council meetings after hours will be at the discretion of the CAO.
- vii. Staff compensation for attendance to council meetings will be based on section 3.4(f) Overtime.

b. Public Works

- i. Public Works shall be a 40-hour work week.
- ii. Regular Hours of Work for Public Works is 7:00 am to 4:00 pm with a onehour unpaid lunch break between 12:00 pm and 1:00 pm
- iii. Regular Hours of Work may be adjusted to meet budget restrictions and operational needs.

c. On-Call Weekends

 The Town Foreman or his/her designate will be entitled to a weekend oncall rate (Saturday and Sunday) per CAO approval.



ii. The employee who is on call shall have a cell phone always activated and be 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 overtime compensation will be provided.
- iii. The minimum call-out time is pursuant to the Employment Standards Act. (Employment Standards Reg. AR14/97 Sec.11)

e. Standby/Evening Call-Out

- i. One Public Works staff shall be on standby before or after their regulatory hours of work.
- ii. Employees on standby and called in to work receive both standby pay and call-out pay.
- The Public Works Foreman shall ensure an employee is always on standby.
- 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 solve problems by working from home, resolving them over the phone, or using a computer.
- vi. When an employee is on evening call-out, they are responsible for conducting a minimum of one (1) check at the water treatment plant and lift station; for 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 who are on-call will be expected to abstain from the consumption of alcoholic beverages and cannabis products; 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 more than their regular hours of work except as follows.
 - a) 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 more than eight hours on each day in a work week or the employee's hours working in a week more than 40 hours.
 - b) Overtime for other contract employees shall be calculated as provided in the employee's employment contract and in accordance with the Employment Standards Code.
 - When calculating an employee's hours of work in a workday or a workweek, any time off shall be included in the total of an employee's hours of work in a workday and a workweek.
 - 3. Overtime shall be calculated to the nearest quarter hour.

ii. Payment of Overtime

- Overtime less than fifteen minutes in a workday shall be without pay.
- 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 later in lieu of the overtime.
- 3. The Chief Administrative Officer shall refer to the CAO Employment Agreement regarding any overtime compensation.
- 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.
 - Overtime hours shall be banked at a rate of one and a half times the overtime hours worked.
 - 3. Employees must use banked overtime as time-in-lieu within six months of the end of the pay period in which they earned it.
 - 4. An employee shall take paid time off in lieu of payment of overtime at a time approved by his/her supervisor.
 - 5. Any overtime earned and not taken as time-in-lieu within six months shall be paid out in the first pay period following the six-month period at the employee's regular overtime rate of pay.



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, holds its employees accountable to those standards, and ensures that misconduct will be dealt with uniformly.
- b. The Town expects high standards of performance and responsible conduct from all its employees. Should an employee violate known policies or practices, progressive discipline will be implemented to correct unacceptable behavior.
- c. In determining whether 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?
- d. Authority to Discipline is the authority to initiate disciplinary actions. This authority shall be delegated as follows:
 - Suspension: The supervisor has the authority to suspend an employee as per the 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.
- e. 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 employee's attention, the CAO shall meet with the employee, in a private, one-on-one session. During this meeting, the supervisor shall explain:
 - a) the behavioral or performance issues which are of concern,
 - b) the expected change in behavior and/or performance, and
 - c) the assistance which management is prepared to provide to the employee in overcoming this problem.

While this step should not be conducted in a manner that threatens 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 expected and required. The CAO should record the substance and date of this discussion if 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 required and has also aided 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 employee's supervisor (if applicable) prior to issuing a warning. The written warning will:

- 1. 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 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:

- 1. The matter was discussed, and a copy of the memorandum was handed to the employee; and,
- 2. The name of the person who acted as a witness; and,
- 3. The date upon which the memo was given to the employee.
- iii. Third Warning: Suspension of an employee will occur in one of two general instances.
 - Where it appears that a serious situation has occurred, that further investigation is urgently required and where the employee's presence will hamper the investigation or bring about morale or security problems for the Town, or
 - 2. Where Steps 1 to 2 of the Progressive Discipline Process have been followed, insufficient improvement has occurred, and Management wishes to reinforce the seriousness of the situation. The CAO may, at their discretion, suspend an employee, without pay, for a period of up to five (5) working days. Where an employee is suspended without pay, the employee shall be informed in writing by the CAO with a copy of the employee's official staff file. This letter shall set out:
 - a) Performance or behavioral reason for the suspension; and,
 - b) Measures previously taken by the Town's CAO; and,



- c) Evidence pointing to the continued failure of the employee to improve in the areas of concern; and,
- d) Consequent decision of management to suspend the employee; and.
- e) Dates on which the suspension is to take place.
- f. Fourth Warning: The CAO shall dismiss the employee from his/her employment with the Town. 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.
- g. 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 of such violations as soon as possible. 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. An employee who has received a verbal or suspension has the right to submit an appeal.
 - i. All appeals shall be directed to the CAO.
 - ii. The CAO shall interview the employee and the supervisor and determine whether to uphold the disciplinary action.
 - iii. The CAO's decision shall be documented and presented to both the employee and the supervisor.
 - iv. A copy of the decision will be placed in the employee's personnel file.

3.7 Pay Period

- a. All employees will be paid monthly.
- b. Employees may request a mid-month salary advance, totalling no greater than 50% of the monthly net salary.
 - i. Mid-month advances will be paid on the 15th of each month or the last working day before the 15th.
 - ii. The CAO approves mid-month salary advances



3.8 Time Sheets

- a. All time sheets must be submitted no later than four (4) working days prior to the pay date.
- b. Late submission of timesheets may result in reduced or no pay in the current pay period:
 - i. Permanent staff will be paid their regular pay.
 - ii. Part-time or temporary staff will be paid on the following payday.
 - iii. All adjustments related to late submission of timesheets, including calculation of overtime and weekend on call, will be made in the next regular pay period.
- c. December time sheets must be submitted no later than four (4) working days prior to the Christmas break (see Section 3.12 c) and should include scheduled on-call periods for the remainder of the month.
 - i. Any overtime worked during the Christmas break will be paid in the next regular pay period.

3.9 Cost of Living Grid Adjustment

- Beginning on January 1st of each year, the wage grid for all staff shall be adjusted according to the COLA percentage increase outlined in Section 3.9(b).
- b. The increase shall be based on the budget presented by the CAO and approved by the Council. COLA is restricted to the budget availability.

3.10 Annual Grid Advancement

- a. Advancing in a wage grid step typically involves a combination of time in service, performance evaluations, and additional qualifications or training.
- b. Additional salary advancements will be approved after the Performance Review and approved annually in November for January implementation.
- c. Additional salary advancements will be determined by:
 - i. Results of annual performance review; and,
 - Work-related experience and knowledge; and,
 - iii. Recognized further education/training; and,
 - iv. Additional job responsibilities; and,
 - v. **Consistent Performance**: Maintain a high level of performance in your current role; and,
 - vi. **Professional Development**: Seek out additional training, certifications, or education that can enhance your skills and qualifications; and,
 - vii. **Mentorship and Networking**: Build relationships with mentors and colleagues who can provide guidance and support your career growth; and,



- Understand the Criteria: Familiarize yourself with the specific criteria and viii. requirements for advancing within the Town of Sedgewick's organization wage grid; and,
- Express Interest: Communicate your interest in advancing to the CAO.; ix. and,
- Budgetary considerations. Χ.

3.11 **Employee Recognition**

- Extraordinary Performance will be recognized from time to time. The CAO may a. 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 an employee who is deserving of special recognition and the reasons why such recognition should be acknowledged.
 - iii. Small tokens of appreciation may be given throughout the year if they are within the annual operating budget as approved by the Council.
- Performance Bonuses may be given at the time of the performance evaluation b. prior to the end of November each year.
 - i. The CAO will determine the amount each employee will receive for a performance bonus based on the employee's performance evaluation.
 - ii. The Council will approve a budget each year for funds to be used by the CAO for performance bonuses.
- The Long Service Awards are intended to reward and recognize employees of the C. Town of Sedgewick.
 - i. The long-term service years will be calculated from the start date to November 1st of each year.
 - ii. Long Term Service Schedule is payable as cash value in the amount of \$10 per year of service to be awarded on the employee's 5th, 10th, 15th, 20th, 25th, 30th, and 35th anniversary.
- d. Farewell Gifts will be given, amounting to \$50 per year of employment to a maximum of \$500.

3.12 Designated Holidays

The following days are recognized as General Holidays: a

New Year's Day Family Day (February) Good Friday

Easter Monday

Victoria Day

August Civic Holiday

Labor Day Thanksgiving

Remembrance Day

Christmas Day



Canada Day Boxing Day
Truth and Reconciliation

- b. If a General Holiday occurs on the weekend, staff will receive the following regular day off work in lieu.
- c. For Administration/office staff only, Section 3.12(b) will not apply to Good Friday.
- d. The days between Boxing Day and New Year's Day shall be designated as non-operational days. Staff who are normally scheduled to work these days are entitled to these days off with full pay. If a staff member is called in due to an emergency, that staff member shall be compensated at the rate of time and one-half (1 1/2) for all hours worked.

3.13 Vacation Leave

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

After one year of employment	Two weeks
After two years of employment	Three weeks
After ten years of employment	Four weeks
After fifteen years of employment	Five weeks

- b. "Week" is defined as the normal or regular working week as per Section 3.4 Hours of Work
- c. Part-time Permanent Positions part-time permanent employees of the Town of Sedgewick are eligible for vacation pay as follows:

During the first three years of employment	4%
From the fourth to the end of the ninth year	6%
From the start of the tenth to the end of the	8%
fourteenth year	
From the start of the fifteenth year	10%

At his/her sole discretion, the CAO may allow permanent part-time employees to accrue vacation as per section (a) above, with the days prorated to equal Full-time-equivalent rates.

- d. 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)
- e. Anniversary Date January 1st 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, 5.35.1)
- f. Vacation Leave All full-time or permanent employees shall be entitled to an annual paid vacation and must take vacation time off.



- i. 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 1st annually, then seniority is waived.
- ii. All annual vacations will 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.
- iii. Any full-time employee with four_weeks or more vacation per year must provide six months' notice of any four weeks 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.
- iv. If an employee does not take vacation time, the employer must give the employee at least two weeks' written notice of when to start annual vacation, and the employee must take the vacation at that time. (Pursuant to Employment Standards Code, S. 38)

3.14 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, CJ-3 Section 24(1)&(2))

3.15 Court Leave

- a. The Town of Sedgewick shall allow an employee to a 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.)
- b. The Employer shall pay the Employee the difference between their normal earnings and the payment they receive for jury service or subpoenaed court witness, excluding payment for travelling, meals or other expenses. The Employee will present proof of service and the amount of pay received. Time spent by an Employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.
- c. No payment shall be made to any Employee who is called to court as a witness as a result of any secondary employment or issues not pertaining to their employment with the Town of Sedgewick.

3.16 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 delivery date.

 (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 six 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 for maternity leave shall take at least six weeks of such leave immediately following the actual date of delivery. With the CAO's agreement, the employee may shorten this 6-week period by providing a medical certificate indicating that the resumption of her full duties will not endanger her health. (Employment Standards Code, 5.46(2))
- v. If the pregnancy interferes with the performance of an employee's work during the 12 weeks immediately before the estimated delivery date, 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, 5.49)
- vi. A pregnant employee who presents medical evidence from her physician 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. If a maternity leave must commence before the 12-week period before the estimated date of delivery, that time shall be considered an 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 or birth of a 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, 5.51)

c. General

- i. An employee granted maternity or parental leave shall, upon return to work, be returned to their former position or be placed 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 with a 4-week written notice of their intention to return to work not later than four weeks before the end of the leave period. (Pursuant to Employment Standards Code, S.53(1))
- iii. If an employee fails to provide four 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).

3.17 Sick Leave

- a. Sick leave means the period of time an Employee is absent from work with full pay by virtue of the Employee being sick or disabled, or under examination of a certified health care professional or because of an accident for which compensation is not payable under the Worker's Compensation Act.
- b. Each permanent employee shall be entitled to 1 day of sick leave per month of service. Sick leave shall accumulate to a maximum of 30 days. After all available sick time is taken, employees may be entitled to employment insurance benefits and short-term disability for illness-related leave.
- c. 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.
- d. Employees who are sick for more than three (3) consecutive days shall provide the CAO with 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.
- e. The CAO, at their discretion, may, in cases of sickness or non-occupation, require a medical certificate from the Employee before authorizing any sick payments.
- f. Sick leave will not be accrued during a leave of illness, leave of absence, accidentcaused leave, or layoff. Sick leave credits shall accumulate during sick leave for work-related accidents.
- g. 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 accumulated sick leave up to the total amount of accumulated sick leave at the time the illness commenced.
- h. An employee unable to report to work shall inform the CAO as soon as possible so 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 may result in loss of pay.

3.18 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 employee's discretion.
- b. Personal leave days must be used during the year provided and cannot be carried over.

3.19 Compassionate Leave

- a. Short-Term Family Illness
 - All permanent employees shall be granted a maximum of five (5) days with pay per year, upon approval of the CAO, for short-term care of immediate family members when they have fallen gravely ill and/or are at risk of dying.

b. Compassionate Care Leave

- i. All permanent employees who provide a medical certificate are eligible for up to 27 weeks of compassionate care.
- ii. Compassionate care leave is unpaid.
- iii. An eligible employee can take up to 27 weeks of compassionate care leave.
- iv. Eligible employees who provide a medical certificate can take time off work for compassionate care leave without risk of losing their job.
- v. If more than one employee who the same employer employs is entitled to compassionate care leave with respect to the same family member, the employer is not required to grant the leave to more than one employee at a time.
- vi. Employees on compassionate care leave are considered to be continuously employed to calculate years of service.
- vii. If the family member is still gravely ill after the leave is completed and care is required, the employee may request leave again, provided a new medical certificate is submitted to the CAO.
- viii. 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.
- ii. Where the funeral occurs outside Alberta, such leave shall include additional travel time not to exceed two (2) working days with pay, and outside Canada, five (5) working days with pay.
- iii. Mourner's Leave Four (4.0) hours of leave may be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner.

3.20 Occupational Health & Safety

- a. Protective Clothing (Public Works)
 - Coveralls, gloves, safety eyewear, hearing protection and hard hats will be provided to all employees as required by their job description.
 - ii. Full-time employees whose job requires protective footwear shall receive an annual allowance of not more than \$200.00 for the purchase of CSA-approved protective work boots upon presentation of receipt.

b. Cannabis

- i. Recreational Cannabis
 - 1. The Town of Sedgewick has a duty to provide a safe working environment; therefore, possession or use of recreational cannabis and related products are prohibited in the workplace.
 - 2. Cannabis consumption is prohibited:
 - During working hours, including while on break or immediately preceding your shift
 - b) On company property, including company grounds, parking lots, or in a vehicle on company property.
- ii. Prohibited cannabis products include:
 - 1. Dried or fresh cannabis, including plants, flowers, and buds.
 - 2. Cannabis oils or liquids.
 - 3. Electronic cigarettes or vaporizers that include cannabis.
 - 4. Cannabis infused edibles.
 - 5. Paraphernalia, including papers, pipes, bongs, grinders, and other accessories.

iii. Medical Cannabis

 Medical cannabis is treated the same as any regularly prescribed medication. The Town of Sedgewick has the exact expectations from employees who use medical cannabis as those who use all other types of medication and will accommodate individuals up to the point of undue hardship.

2. Guidelines:

- a) Employees may only use medical cannabis with appropriate documentation in their names from a qualified health care practitioner as defined by the Access to Cannabis for Medical Purposes Regulations.
- b) If an employee must use medical cannabis while at work and requires accommodations to do so, they must inform their supervisor. Employees do not have to disclose their medical diagnosis; however, they must provide a note from their doctor and a copy of the appropriate documentation if accommodation is required.
- c) All information provided regarding medical cannabis use is considered confidential and will be treated as such, keeping an employee's privacy a top concern, second only to safety.

iv. General

- 1. Employees are not permitted to possess or store cannabis at work:
 - a) On their person, including pockets.
 - In their personal possessions, including wallet, backpack, or purse.
 - c) In a desk or locker; and
 - d) On company property, including company grounds, parking lots or in a vehicle on company property.
- Any employee who consumes or brings cannabis into the workplace will be subject to disciplinary measures. Employees are expected to arrive to work "fit for duty" and remain so throughout the workday.
- If supervisors should find an employee not fit for duty, they will be sent home immediately. The Town of Sedgewick understands that there are a variety of reasons that one may not be fit for duty, including fatigue, mental stress, and use of prescription drugs. Each incident will be investigated.

3.21 Training and Education

- a. Principles:
 - iii. The Town of Sedgewick believes that it is necessary and advantageous to encourage and authorize employees to further their education.
 - iv. An employee who is required to attend a training course, seminar, or conference on his/her regular day of work shall be paid his/her regular rate of pay for the hours spent on training to a maximum of his/her regular daily hours of work.

- v. 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 off in lieu.
- vi. 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.
- vii. 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:

- i. The CAO must have or be working towards the Local Government Administrator's certification or equivalent.
- 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.

3.22 Conventions

- a. Town of Sedgewick staff may attend and be reimbursed costs for employment-related conventions upon CAO approval and budgetary constraints.
- b. The Town of Sedgewick CAO may attend and be reimbursed for the cost of employment-related conventions as per the budget for Administration Training, which is approved by the council.

3.23 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:
 - 1. The departure time 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 departure time is earlier than 6:30 a.m. or the return time is later than 7:30 a.m.
 - 2. Lunch, if the time is earlier than noon or the return time is later than noon.
 - 3. Dinner, if the time is earlier than, or the return time is later than 6:30 p.m.



- An employee may claim either the cost of the meal on the production of receipts or the meal allowance established by the Compensation and Expenses Policy and amendments.
- 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 the Compensation and Expenses Policy and amendments.
- d. The CAO may approve an advance to cover the anticipated costs of accommodation, meals, and travel if the employee requests such advance.
- 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.

3.24 Employee Health & Insurance Benefits

- a. The Town of Sedgewick retains the right to enact or invoke policies and procedures governing the employee health and insurance benefits program, including which insurance company will provide such benefits, including any amendments thereto).
- b. General information:
 - i. Successful completion of the employee's probation period, as determined by the CAO, must be achieved prior to enrollment in the Employee Health & Insurance Benefits program.
 - ii. 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 the mandatory Employee Health and Insurance benefits plan immediately upon commencement of employment in the full-time permanent position, provided the period of employment in the contract position was greater than three (3) months.
 - iii. The Town shall not carry terminated or retired employees on its Employee Health and Insurance benefits program.
 - iv. Employees may be exempted from participation in the following benefits if they can demonstrate that they have equivalent coverage under their spouse's group coverage:
 - 1. Extended Health Care Insurance
 - 2. Dental Care Group Coverage

c. Full-time Employees

- The following benefits are a mandatory term of employment for all employees in full-time positions:
 - 1. Extended Health Care Insurance
 - 2. Dental Care Group Coverage
 - 3. Short-Term Disability Weekly Indemnity



- 4. Long Term Disability
- 5. Life and Accidental Death and Dismemberment Insurance
- ii. The following benefits are optional for all full-time employees:
 - 1. Dependent Life Insurance
 - 2. Optional Life Insurance and Optional Spousal Insurance
 - 3. Optional Critical Illness
 - 4. Employee and Family Assistance Program (EFAP)
- d. Permanent Part-Time Employees
 - i. The CAO, at their sole discretion, may permit participation in some or all the Employee Health & Insurance Benefits provided to full-time employees.
- e. Temporary Employees
 - The Town of Sedgewick will not provide health or insurance benefits to temporary employees.

f. Premiums

- i. The Town of Sedgewick will contribute 100% towards the cost of each participating employee's premiums for the following benefits:
 - 1. Extended Health Care Insurance
 - 2. Dental Care Group Coverage
 - 3. Life and Accidental Death and Dismemberment Insurance
 - 4. Dependent Life Insurance Coverage
 - Employee and Family Assistance Program (EFAP)

All monthly premiums shall be paid one (1) month in advance of the effective coverage month.

- ii. The participating employee shall be responsible for 100% of the premiums for the following benefits:
 - 1. Short-Term Disability Weekly Indemnity
 - 2. Long Term Disability
 - 3. Optional Life Insurance and Optional Spousal Life Insurance
 - 4. Optional Critical Illness Insurance

The employee's cost of premiums shall be deducted one (1) month in advance of the effective coverage month from his/her month-end pay cheque.

iii. The Town shall contribute 100% of the costs of each participating employee's premiums while an employee is qualified for short-term disability under the Weekly Indemnity Group Benefits Coverage plan for the following benefits:



- Extended Health Care Insurance
- 2. Dental Care Group Coverage
- Short-Term Disability Weekly Indemnity
- 4. Life and Accidental Death and Dismemberment Insurance
- 5. Dependent Life Insurance Coverage
- 6. Employee and Family Assistance Program (EFAP)
- g. Description of Benefits
 - i. Extended Health Care Insurance
 - 1. The plan shall provide:
 - a. 100% reimbursement of prescription drugs.
 - b. 100% reimbursement of vision care costs up to a maximum of \$250 every two (2) years.
 - Other eligible coverage, including such areas as semi-private hospital accommodation, ambulance and paramedical services and medical devices at 100%.
 - d. 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 aged 65 and above which will be in effect for the first 60 days of travel out of country.
 - ii. Short-Term Disability Weekly Indemnity
 - 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 injury from the first day of accident or hospitalization, or on the eighth (8) day of illness, for a maximum of seventeen (17) weeks.
 - iii. Long-Term Disability
 - The plan shall provide a non-taxable income replacement of 75 % of an employee's wage or salary, to a maximum of \$4,500 per month, to an employee who is off work due to illness or injury after 120 days from the first day of the accident of illness.
 - 2. 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 Section 3.24 (F)(ii)(2)
 - iv. Life and Accidental Death and Dismemberment Insurance



- 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.
- v. 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.
- vi. Optional Critical Illness
 - Employees may purchase Optional Critical Illness Insurance and/or Optional Spousal Critical Illness Insurance upon successful completion of their probation.
- vii. Employee and Family Assistance Program (EFAP)
 - 1. The EFAP 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.

3.25 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 a mandatory term of employment for all employees in full-time permanent positions upon successful completion of their required 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 their required 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 monthly 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: 1664 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.

3.26 Acting Pay

- a. 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. This policy applies to all full time and permanent part time employees in Town service.
- c. It is the policy of the Town of Sedgewick to compensate employees for assuming, on a temporary basis, some or all the duties of a higher paid position from which an employee is absent when all the following conditions have been met:
 - i. The duties of the higher paid position are assigned to, and performed by, the designated employee for twenty-five (25) or more consecutive workdays.
 - ii. Council is notified of the designated employee absence as soon as possible and Council determines the acting pay compensation rate.
- d. 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.
- e. Acting pay may be requested by the employee for absences due to termination or extended leave, whether paid or unpaid, if the employee is sufficiently qualified to perform the absent employee's duties.



- f. If there is no single employee sufficiently trained, the council will exercise the following options:
 - i. Distribute the responsibilities evenly among several employees: or
 - ii. Hire temporary workers who are sufficiently trained.
- g. 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.
- h. 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.

3.27 Grievance Policy

- a. The purpose of this policy is to resolve problems and grievances promptly and as close to the source as possible.
- b. This policy applies to all full time and permanent part time employees in Town service.
- c. 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. 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):
 - i. The employee attempts to resolve the complaint as close to the source as possible. This level is quite informal and verbal
 - ii. If the matter is not resolved 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 a week.



- iii. If the matter is not resolved 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.
 - 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.
 - 2. The decision of the CAO with respect to the grievance will be final.
 - 3. A copy of all grievances and resolutions of the same is to be placed in the respective employee(s) personnel file.

4.0 Persons Affected

Town of Sedgewick Staff

6.11 Revision/Review History

	Date	Resolution Number
Approved	May 20, 2010	2010-05-139
Amended	June 17, 2010	2010-06-180
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TOWN OF SEDGEWICK



	Human Resources Policy #17/02		
DECEMBER 19, 2024			
DATE	MAYON STORY		
DECEMBER 19, 2024	Jun My		
DATE	CHIEF ADMINISTRATIVE OFFICER		