

TOWN OF TWO HILLS

PERSONNEL POLICY

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1. PURPOSE AND AUTHORITY

- 1.1 These policies apply to all Employees of the Town of Two Hills, hereinafter Town.
- 1.2 The Town places great value on its human resources and wishes at all times, to strive to promote the well being and to increase the productivity of its work force. Accordingly, policy will be established to govern those employees and establish a framework within the law that will engender effective working relations with all Town employees.
- 1.3 The Chief Administrative Officer (CAO) of the Town has the duty to administer this policy. The CAO is further authorized to create additional internal policy and procedures necessary in her opinion to the effective administration of the Town. Amendments, additions or deletions shall receive prior approval from Council.
- 1.4 The CAO is further authorized to create or approve any forms that would benefit, enhance or serve the purposes of this policy.
- 1.5 The application and interpretation of all provisions of this policy shall be done in accordance with the provisions of any Freedom of Information, Individual Rights provisions or any other relevant federal statutes, provincial acts and their regulations.
- 1.7 The CAO has full authority to create the administrative and organization structure for all Departments of the Town. In addition, she has the authority to alter, create or delete any positions within that structure and to create and amend job descriptions for any position.

2. DEFINITIONS

- a) "Anniversary Date" - means the date the employee was hired by the Town.
- b) "CAO" – shall mean the Chief Administrative Officer of the Town of Two Hills.
- c) "Call Back" - means a period of time when an employee not currently on shift is called back too duty to respond to a call for service.
- d) "Casual Employee" – means an employee who is hired for a specific project or work of limited duration, on a seasonal basis or in a temporary position.
- e) "Chief Administrative Officer" – means the person appointed by the Council of the Town of Two Hills, in accordance with the Municipal Government Act of Alberta to administrate and manage the day to day affairs of the Town of Two Hills.
- f) "Council" – means the duly elected representatives of the Town of Two Hills.
- g) "Critical Illness" - means that the immediate family member has severe and major complications, the outlook for recovery is doubtful and death might be imminent.
- h) "Employee" – means any person employed by the Town.
- i) "Employer" – means the Town of Two Hills.
- j) "Gender Terms" – the word "his" or "her" throughout the document shall refer to both male and female employees.
- k) "Grievance" - means any condition that an employee perceives to be unjust and inequitable, affecting him, which arises out of the interpretation, application and administration or alleged violation of the personnel policies.
- l) "Immediate Family" - means, Spouse, Grandmother, Grandfather, Mother, Father, Brother, Sister, Children, If the employee is married, this definition also applies to the spouse's family.
- m) "Inside Worker" – means a permanent, part time or casual employee whose nature of duties indicates that their work is primarily in an office environment rather than being in the field.
- n) "Medical Practitioner" – means any health care practitioner registered and licensed in the Province of Alberta by their respective governing body.
- o) "MFO" – means the Municipal Finance Officer.
- p) "Municipality" – means the Corporation of the Town of Two Hills.

- q) "Outside Worker" – means a permanent, part time or casual employee whose nature of duties indicates that their work is primarily in the field, rather than being restricted to an office environment.
- r) "Part Time Employee" – shall mean an employee who works less than a full workweek and occupies a position that is designated as part time by the CAO.
- s) "Permanent Employee" – means any employee who is filling a permanent position, is required to work a full work week and has successfully completed a period of probation.
- t) "Personal Harassment" - means any comments or actions to any employee encompassing race, colour, ancestry political and religious belief, marital status, physical or mental disability, age, sex or sexual orientation that is meant to denigrate the employee.
- u) "Probationary Employee" - means any employee filling a permanent position whom is serving the required period of probation.
- v) "Probationary Period" - means the period of time from when any employee, either part time, permanent, or casual, commences employment with the Town. The period of probation for any part time, permanent or casual employee will be for a period of Six (6) months) and may be extended by the CAO for a further period of Three (3) months.
- w) "Sexual Harassment" - means one or a series of incidents involving unwelcome sexual advances, requests for sexual favours, use of profanities that have a sexual connotation, touching in a fashion that can be interpreted as sexual in nature and the posting, showing or delivering of any sexually explicit material.
- x) "Stand By" – means a period when an employee is to be available to immediately return to work during a period when they are not regularly scheduled for duty.
- y) "Supervisor" – means the person on the organization chart, irrespective of title, that has line responsibility for employee(s).
- z) "Town" – means the Corporation of the Town of Two Hills.
- aa) "Travel Status" - means while an employee is absent from the geographic boundaries of the Town of Two Hills on either official business or on a training course, seminar or symposium.
- bb) "Unsatisfactory Performance" – means that the employee's performance has repeatedly failed to meet a minimum acceptable standard.

3. MANAGEMENT RIGHTS

- 3.1 All employees will recognize the right of the CAO of the Town to hire, promote, demote, transfer, suspend or discipline any employee.
- 3.2 All employees will further recognize that the Town retains sole and exclusive control of its right to operate and manage its business and affairs in all and any aspect. Further, it may add to, amend or delete from time to time at its discretion, any policy or procedure governing all aspects of the administration and operation of the Town.

4. EQUAL OPPORTUNITY EMPLOYER

Policy

- 4.1 It is the policy of the Town, that all employment decisions shall be based on skills, abilities and competence of the respective applicants.
- 4.2 Employment practices, except where required or restricted by law, shall not be influenced or prejudiced by virtue of an applicants or employees race, colour, creed sex, age, physical disability or any other characteristics protected by law.

5. DISCRIMINATION

Policy

- 5.1 The employer does not condone nor will it tolerate discrimination in any form or fashion. The employer's policy is to provide an environment that is totally free from unlawful harassment and/or discrimination.
- 5.2 For the purposes of this part, discrimination is defined as the treating of people differently through prejudice or unfair treatment of one person or group because of prejudice regarding race, ethnic group, age group, religion or gender.

6. RECRUITMENT AND SELECTION

Policy

- 6.1 Council is the only authority to recruit and appoint the C.A.O.
- 6.2 The CAO, in conjunction with Council, has authority to set standards as it relates to the recruitment and the selection of employees.
- 6.3 The CAO has full and complete authority to recruit and retain any employee in any category.
- 6.4 The CAO can incur any reasonable expense necessary to solicit applicants for positions with the Town.

Minimum Standards

- 6.5 The minimum standards to secure employment for any position with the Town will be identified in the respective job descriptions.

Applications

- 6.6 Upon application for any position within the Town, the applicant shall, at the time of application, in addition to any required applicant information, provide the Town, at their expense,
 - a) Proof of education,
 - b) Current criminal records check,
 - c) Current driving abstract (for Public Works position),
 - d) Photostat of a current and valid Alberta Drivers licence (for Public Works Position),
 - e) If not Canadian, sufficient proof to demonstrate they are legally entitled to work in Canada,
 - f) Copies of all relevant trade certificates, appointments, and authorities, if relevant for the position for which they are applying, and
 - g) Written authority for the Town to conduct a credit rating check, if required for financial position.
- 6.7 Any person who provides withholds or provides false information while making an application for employment will not be considered any further for such position.
- 6.8 Prior to employment with the Town, the applicant shall be required to take an examination from any health care practitioner that the CAO designates.
- 6.9 The cost of any examination ordered by the Town will be borne by the employer.

- 6.10 The applicant will provide at least two references, not related to the applicant, who can attest to the ability, skill and conduct of the applicant.
- 6.11 The Town will contact the references provided and inquire of them their views of the applicant's conduct and work ethic.
- 6.12 To secure employment with the Town, an applicant
 - a) Must be bondable.
 - b) Be in good credit standing with the Town.

Hiring of Relatives

- 6.13 Any person, regardless of familial ties to a member of Council or existing town staff, is eligible for employment with the town, as long as:
 - a) The person is duly qualified for the position for which they are being retained, and
 - b) The selection process is done in a transparent and open fashion and could withstand public scrutiny.
- 6.14 If the Town retains a person, with familial ties to an employee of the Town, they shall not be subject to the authority or supervision of that immediate family member.

Advice to Council

- 6.15 The CAO shall advise Council of the dismissal of and the retaining of any category of employee at the first scheduled Council meeting after such action has been taken.

Contract Employees

- 6.16 The Town has full and complete authority to retain employees for specific tasks on a contract basis.
- 6.17 Upon completion of the contract, the employee will leave the employ of the Town.

Existing Town Staff

- 6.18 If possible when promoting, filling vacancies or when new positions are created, first consideration will be given to permanent employees of the Town.
- 6.19 If an existing town employee is promoted, chosen to fill a vacancy, or occupies a new position, the employee must, if technical qualifications are required, hold those qualifications and have the ability to fulfil the role.
- 6.20 Prior to the staffing of any vacancies or the filling of newly created positions, the employer will:
- a) Notify all employees of the Town, via the posting of a job notice on bulletin boards within the workplaces.
 - b) Notices shall be posted for a minimum of 5 working days.
- 6.21 If a Town employee is chosen for the promotion or for the new position, all policy and practices outlined within this policy apply as though he was a new employee.
- 6.22 If upon application by Town employees, the Town does not find anyone whom they deem suitable for the position, they retain the right to advertise publicly to seek out applicants.
- 6.23 Town employees may apply for any job publicly advertised.

Temporary Employees

- 6.24 The Town retains the right to place or temporarily fill any vacancy during the posting/recruitment period.
- 6.25 The filling of any vacancy on a temporary basis, does not grant the right to the temporary employee to retain the position permanently, unless he is successful in the competition for the position.

7. TERMS OF EMPLOYMENT

Policy

- 7.1 The Town retains its prerogative to determine under what terms and conditions employees of the Town will fulfil their roles.

Job Descriptions

- 7.2 Any person retained by the Town will be provided an up to date written copy of their job description as well as an up to date organization chart of Town staff.
- 7.3 The new employee shall sign the copy of the job description and organization chart and at the earliest possible moment, return the endorsed copies to the CAO for inclusion on their personnel file. The employee may retain copies of the documents, if they so wish.

Probationary Period

- 7.4 Prior to attaining permanent full time or permanent part time employee status, all employees will undergo a period of probation.
- a) For Supervisors the period of probation is nine (9) months.
 - b) For all others the period of probation is six (6) months.
- 7.5 The period of probation applies to new employees and to existing employees, who through competition or appointment, enter into a new position.
- 7.6 During the period of probation, and at the sole discretion of the CAO, if the performance of the probationary employee is unsatisfactory, they may be terminated.
- 7.7 During the period of probation and at the sole discretion of the CAO, the probation period of an employee may be extended if:
- a) During the period of probation, the employee's performance is such that it cannot be properly evaluated.
- 7.8 If an employee's probation is extended, the length of the extension shall not exceed the initial probation period.
- 7.9 Employees in the probationary period, discharged for unsatisfactory service, are not entitled to the protection of the grievance privileges of this policy.

- 7.10 If an existing employee, through competition or appointment becomes a probationary employment and if in the sole opinion of the CAO, their performance is unsatisfactory, they will be removed from the probationary role and returned to the position they occupied previously.
- 7.11 An existing employee, removed from a new position for unsatisfactory service, is entitled to the protection of the grievance privileges of this policy.
- 7.12 A new or existing employee, except for discharge for cause, shall receive fourteen (14) days written notice of discharge.

Service on Town Boards, Inquiries or Council Committees

- 7.13 Except for the CAO, employees of the Town shall not serve on any internal or external Board identified within the legislative framework of the Town.

Hours of Work

- 7.14 Outside workers will work Monday to Friday, eight (8) hours a day, five (5) days a week for a forty (40) hour workweek.
- 7.15 Inside workers, will work Monday to Friday, seven and a half (7.5) hours a day, five (5) days a week, for a thirty-seven and a half (37.5) hour workweek.
- 7.16 The employer retains the right to assign the shifts that the employee will work.
- 7.17 If a shift is to be changed, the employer shall provide twenty-four (24) hours written notice and ensure that there is eight (8) hours rest between the shifts.
- 7.18 Shifts for part time and casual workers will be as determined by the supervisor.
- 7.19 All permanent employees shall receive two fifteen (15) minute paid rest periods during the day as well as a one (1) hour lunch period.
- 7.20 Part Time and Casual employees will receive breaks in accordance with the following schedule:
 - a) If working a full eight (8) hour day, the same entitlement as a permanent employee.
 - b) If working zero (0) to four (4) hours or less, a fifteen (15) minute paid rest period.

- c) If working four (4) to seven (7) hours or less, a fifteen (15) minute rest period and a thirty (30) minute lunch period.
- 7.21 Timing and taking of approved breaks will be as determined by the supervisor.

Salary and Salary Increments

- 7.22 A person retained by the Town to commence employment will be paid at the entry level, which will be the lowest salary on the Wages and Salaries Grid.
- 7.23 Notwithstanding the existence of entry level pay, the CAO can in her discretion and dependent upon the needs of the Town and the skills, abilities and level or responsibility of the new employee, assign a salary at any level in the appropriate salary grid.
- 7.24 The granting of Increments will be considered annually, on the anniversary date of the employee.
- 7.25 Increments are not to be routinely granted but will be granted based on an acceptable level of performance as measured by the Performance Appraisal report.
- 7.26 Increments will be based on the principle of one step at a time.
- 7.27 If though, in the opinion of the CAO, the employee is deserving of additional incremental raises, she has the authority to grant increments beyond the one step at a time principle but only to a maximum of three (3) increments. The CAO will advise Council if this occurs.

Pay of Wages and Allowances

- 7.28 All employees will be paid one clear banking day before the end of the month, with a mid-month advance given no earlier than the sixteenth (16th) day of each month.
- 7.29 The employee's share of the following will be deducted from pay, at source by the Town to comply with existing Federal and Provincial Government Regulations:
- a) Income Tax
 - b) Canada Pension Plan Premiums
 - c) Employment Insurance Premiums

Resignation or Termination of Employment

- 7.30 Except in cases of discharge for cause, employees are requested to provide 14 calendar days notice of their resignation.
- 7.31 The provisions of the Municipal Government Act will apply to the CAO.
- 7.32 A person who resigns or is discharged will receive all pay and benefits they are entitled to upon discharge on the next regular pay day after their discharge.
- 7.33 An employee will be considered terminated when they:
- a) Are absent from work for two (2) or more working days and do not notify their supervisor.
 - b) Do not return from leave of absence or vacation as scheduled.
 - c) Do not return from lay off as required.
 - d) Have abandoned their position.

Drivers Licence

- 7.34 If an employee is retained and part of their duties is to operate motor vehicles on highways then a condition of employment is that they must hold and retain a valid Alberta driver's licence.
- 7.35 An employee who loses his drivers licence as the result of a conviction for an offence under the Criminal Code of Canada shall be automatically terminated from their employment.
- 7.36 An employee who loses his licence as the result of a court suspension for a violation of any section of the Traffic Safety Act of Alberta will retain his employment.
- 7.37 An employee who loses his licence as the result of an administrative suspension under the Traffic Safety Act of Alberta will retain his employment.
- 7.38 During the court or administrative suspension period they will be given duties that do not require the operation of a motor vehicle on a highway.
- 7.39 An employee who loses his licence twice as the result of an administrative or court suspension under the Traffic Safety Act of Alberta shall be automatically terminated from their employment.

8. EMPLOYEE RELATIONS

Policy

- 8.1 The Town is desirous of, understands the benefits of harmony and cooperation existing between all departments and all employees.
- 8.2 It is incumbent upon supervisors to demonstrate to employees at all times, ethical practices, sound leadership and management skills, community moral standards, fairness and equity to all.

Employee Meetings

- 8.3 To promote excellent employee relations, the CAO will
 - a) Meet individually with all employees at least once a year and record such meetings on their personnel files.
 - b) Twice a year, meet collectively with all employees in a formal meeting where an agenda is created and minutes taken.
 - c) The appropriate party shall follow up action items from such minutes and when the action is complete; the results shall be recorded and filed with the minutes taken.
- 8.4 To promote excellent employee relations, all supervisors shall meet informally with each one of their staff at least twice a year and record such meetings on the employee's personnel file.
- 8.5 If a supervisor has three or more full time, part time or casual employees working for him, that supervisor will meet with the employees in a formal meeting at least twice a year to discuss ways to increase efficiency, promote safety and operations in general. In these settings,
 - a) Agendas will be created,
 - b) Minutes will be prepared and filed, and
 - c) Action items will be followed up and when completed, a record shall be made and that record filed with the minutes.
- 8.6 At least one weeks notice shall be provided to all employees as to the time, date and location of the formal setting.
- 8.7 Employees are entitled to submit agenda items to meetings they are required to attend.
- 8.8 Agenda items shall be submitted no later than 3 days before the meeting.

9. CODE OF CONDUCT AND DISCIPLINE FOR VIOLATIONS

Policy

- 9.1 It is the desire of the Town that its employees represent the corporation in the highest standard possible. The public expects and deserves that the employees of the Town, in the performance of their duties, demonstrate the highest level of integrity, professionalism, and conduct and that their work ethic is above reproach.
- 9.2 Discipline is used to provide guidance and education for the employee and to ensure that the employee maintains a proper standard while in the employ of the Town.

Violations

- 9.3 Any employee, who violates the Code of Conduct, shall be disciplined.
- 9.4 The CAO will administer the discipline in a progressive fashion, i.e. the sanction to be imposed will increase, if the employee has been disciplined previously.
- 9.5 Notwithstanding progressive discipline, if the CAO determines that the violation is so grievous or serious that dismissal is warranted, the CAO can proceed to that step of the discipline chain.
- 9.6 Notwithstanding the specificity of any violation listed in this part, any conduct not listed here that a reasonable person would conclude does not meet an acceptable standard, will be considered a violation of the Code of Conduct and subject to disciplinary measures.
- 9.7 Employees shall not:
 - a) Improperly use their position for personal gain or solicit a contribution, response or action designed to benefit them.
 - b) Neither consume alcohol or illicit drugs while working nor report to work under the influence of such substances.
 - c) Report for work while showing the effects of consumption of alcohol or drugs from the previous or current day.
 - d) Alcohol may be consumed during the workday if the employee is at an official function sanctioned by Council or the CAO.
 - e) Gamble during the workday.
 - f) Use offensive language towards the public or other employees.
 - g) Accept gratuities or gifts. If an employee is given a gift it may be accepted if all employees benefit from the gift or all employees receive the same or comparative gift. Gifts won as door prizes are excluded.
 - h) Show favouritism in completing emergency or scheduled work.

- i) Use any Town owned equipment, material or supplies for their personal gain. Unless prior approval for such use has been received from the CAO.
- j) Breach or ignore any approved safety procedure or standard.
- k) Remove from any office, building or premise, without permission any item or article owned by the Town.
- l) Commit a criminal offence while on duty.
- m) Sleep on the job.
- n) Threaten, intimidate or become involved in an altercation with any employee or supervisor.
- o) Fail or refuse to follow orders from a supervisor, unless the employee in good faith believes that order to be illegal, immoral or unethical. (The burden of proof that the order is illegal, immoral or unethical rests with the employee.)
- p) Fail to perform or complete assigned work.
- q) Unauthorized absences during the workday.
- r) When on call or stand by, refuse to answer or respond to a call for service.
- s) Abuse or be wasteful of materials, property, and equipment or work time.
- t) Improperly use Town owned information technology systems.
- u) Fail to report an accident or loss or theft of equipment.
- v) Be absent without permission.
- w) Habitual tardiness or laziness.
- x) Discuss confidential Town business or provide official Town correspondence to any unauthorized person.
- y) Make or publish false, misleading, malicious or derogatory statements concerning any aspect of the Towns operation, Council and co-workers
- z) Refuse to report for work in an emergency.
- aa) Be insubordinate.
- bb) Make false claims or misrepresentations in an effort to obtain sick or accident benefits.
- cc) Alter any personal or another employee's records.
- dd) Violate any provision of the Harassment policy.

Sanctions

9.8 If an employee violates any provision of the Code of Conduct, they will be subject to the following sanctions:

- a) A verbal warning,
- b) A written warning,
- c) Suspension without pay, or
- d) Dismissal.

- 9.9 In addition to the noted four sanctions, if deemed appropriate by the CAO the employee may be required to attend a course of training to remedy any deficiency identified.
- 9.10 If the employee, for discipline reasons is sent for training, the cost will be borne by the Town.
- 9.11 Suspension without pay will be for a maximum of three (3) days.

Inquiry

- 9.12 If the CAO or a supervisor suspects that an employee has violated the Code of Conduct, they shall immediately inquire in the violation and complete a written report, which will contain:
 - a) The date time and place of the violation,
 - b) The nature of the violation,
 - c) The names of the witnesses, if any,
 - d) The circumstances surrounding the violation, and
 - e) The recommended sanction.
- 9.13 If the inquiry reveals that there was no violation, then the matter shall not be recorded.
- 9.14 The CAO or Supervisor, when recommending a sanction may choose any sanction heretofore outlined. They shall though temper their decision based on:
 - a) Extenuating circumstances,
 - b) Length and quality of past service,
 - c) If there is any personal aggravating factors, and
 - d) Ensure that the imposition of the penalty is consistent with past practices.
- 9.15 If the violation is a serious one, it is reasonable to consider dismissal.

Reporting to CAO

- 9.16 The report shall be provided to the CAO no later than thirty (30) working days after the violation of the Code of Conduct became known.

CAO Review

- 9.17 Upon reviewing the file, the CAO will make a determination and has full and complete authority to ratify, amend or strike any disciplinary recommendation made to her.

9.18 The CAO will after review, impart all discipline no later than seven (7) working days after receiving the report.

Appeal

9.19 If an employee disagrees with the discipline imparted, they may within five (5) working days, make a written appeal of the discipline to Council.

9.20 If the employee does not make the appeal within the five (5) working days, either by choice or tardiness, the appeal period will be considered expired and the discipline will be immediately imposed by the CAO.

9.21 Verbal warnings are not subject to appeal to Council.

9.22 Verbal warnings are not subject to the grievance process.

9.23 If the discipline imparted is suspension without pay or dismissal, the imposition of the discipline shall be postponed until such time as the five (5) day appeal period expires or Council hears the appeal.

9.24 Upon receipt of the appeal, Council shall, within five (5) working days, notify the appellant of the time date and location where he will be allowed to:

- a) Be represented by a person of their choice.
- b) Speak to the discipline and inquiry into the discipline.
- c) Present any evidence he might feel relevant.
- d) Call any witness, except the person who made the decision that gave rise to the grievance.
- e) Cross-examine any witnesses called.

9.25 Council will consider the written and verbal submissions and make a decision on the appeal within three (3) working days).

9.26 Council has the authority to make a further determination and can ratify, amend or strike any disciplinary recommendation made.

9.27 Upon making a determination, Council will provide a decision in writing to the:

- a) Employee appealing,
- b) His representative, if any, and
- c) The CAO.

9.28 The decision of Council will be imparted as soon as practical by the CAO.

9.29 Appeals beyond the Council level are to the Court of competent jurisdiction in the Province of Alberta.

General

9.30 An employee will by their signature acknowledge the discipline imparted. If the employee refuses to acknowledge the discipline imparted by not placing their signature, it will be recorded in their personnel file as the date and time the employee refused placing their signature.

9.31 Any disciplinary action will become a permanent part of the employees personnel file.

9.32 At the request of the employee, disciplinary material can be removed from the personnel file but only after the lapse of twenty four (24) months from the date of the imposition of the discipline.

9.33 The CAO has the sole prerogative to remove such discipline records from personnel files.

10. MEDIA AND PUBLIC CONTACT

Policy

- 10.1 The media are to be dealt with in a reasonable, fair and proper manner to ensure they meet their needs of informing the public.
- 10.2 The public at all times shall be dealt with in a professional and courteous manner.

Media

- 10.3 Any requests made by the media for information shall be forwarded forthwith to the CAO.
- 10.4 The CAO or whomever she delegates is authorized to make a media release on behalf of the Town and no other.
- 10.5 Copies of all media releases shall be retained on file.

Freedom of Information and Privacy

- 10.6 In making media releases, be guided by privacy legislation and be aware of and sensitive to any liability issues that might befall the Town.

Public Contact

- 10.7 Day to day contact with the public is a normal part of ones work environment. Front line employees are a representative of the Town and as such have significant influence on how the citizens react to and feel about the Town.
- 10.8 During public contact, employees should be mindful that:
 - a) They act in a courteous and respectful fashion at all times.
 - b) Do not use profanities when dealing with the public.
 - c) Provide a response to a request for service, within 24 hours.

11. COMPENSATION

Policy

- 11.1 The Town will compensate its employees in a fair and equitable manner having due regard for the skills and abilities and level of responsibility, required to perform their duties and the financial position of the Town,

Salary

- 11.2 Salary scales and increments are as outlined in Appendix 1 of this policy.
- 11.3 Prior to the setting of the Budget, Council will review all salary scales and consider a yearly increment for the cost of living factor based on the lesser of either the Alberta or Canada Consumer Price Index for September to September of the previous year.

Overtime

- 11.4 For the purposes of this part, Overtime means all hours of work for an outside worker, in excess of forty (40) hours a week and for an inside worker, in excess of thirty seven and a half (37.5) hours a week.
- 11.5 Overtime provisions do not apply to the CAO or any other salaried or contracted employees.
- 11.6 Overtime work will be paid at the rate of one and a half (1 ½) hours of regular pay for every hour worked in excess of regular hours worked.
- 11.7 Where possible, all overtime shall be pre-approved, in writing, except in cases of emergency.
- 11.8 Supervisors will pre-approve overtime for outside workers.
- 11.9 Supervisors overtime will be pre-approved by the CAO.
- 11.10 The CAO will approve overtime for inside workers.
- 11.11 To avoid unfunded liabilities and to ensure operational efficiency and avoid personnel shortages, overtime will be paid out at all times.
- 11.12 In exceptional circumstances, the CAO may approve banking of overtime and this will be strictly by exception, not as a rule.
- 11.13 If overtime is banked, the maximum number of hours that can be banked is forty (40) hours; all other overtime will be paid.
- 11.14 Any banked time can only be taken in accordance with the existing provisions of granting of leave. Any banked time off taken, has to be approved by the supervisor.

12. STAND BY AND CALL BACK

Policy

12.1 At times, the needs of the Town and its citizens dictate that employees from time to time will be recalled to work to respond to issues of maintenance or urgency or be on standby. The Town recognizes its responsibility to compensate employees who are on standby or called back to work.

Stand By

12.2 To ensure operational integrity and to be able to respond to calls for service, the Town will place certain personnel on standby.

12.3 On a rotation basis, outside workers, including supervisory personnel shall be on standby.

12.4 The CAO shall always be on standby for Inside Workers.

12.5 With the exception of the CAO and salaried employees, all Outside employees on standby will receive two dollars (\$2.00) per hour of standby pay for every hour on standby excluding regular and overtime work hours.

12.6 Outside workers on standby will be provided a Town owned vehicle to either respond to calls or to carry out routine maintenance or inspections.

12.7 If a vehicle is not available to an employee on standby, if required to respond, they can claim vehicle mileage at the current approved rate.

Call Back

12.8 If an employee is called back to duty after their regular working hours, they shall be paid the better of a) a minimum of one hour of overtime, or 2) at least three (3) hours of pay at the minimum wage, on each occasion they are required to report to work. This three (3) hour minimum does not apply if the employee is not available to work the full three hours.

12.9 There is no minimum call back period, if the hours of overtime work are worked consecutively with a normal working day.

12.10 Employees, who may be required to conduct checks of the Town water system on weekends, will be paid a minimum of one (1) hour of overtime each day of the weekend the system is checked.

13. EMPLOYEE BENEFITS

Policy

- 13.1 Source deductions required by law and enrolment in a pension plan and benefit plan are conditions of employment.

Local Authorities Pension Plan

- 13.2 Every employee shall join the Local Authorities Pension Plan between six months and one year from the first date of employment. The employer and employee will make contributions in accordance with the provisions of the plan.
- 13.3 Only employees working a minimum of 30 hours or more are eligible to participate in the Local Authorities Pension Plan.

Worker's Compensation

- 13.4 The employer will pay all premiums as required by the Worker's Compensation Board.

Health Care Benefits

- 13.5 Permanent Full Time and Permanent Part Time staff working in excess of twenty (20) hours a week qualify to participate in the Town Benefits Package.
- 13.6 The Employer will pay all costs for the following Benefits that all employees are entitled to:
- a) Alberta Health Care;
 - b) Extended Health Insurance;
 - c) Group Life Insurance;
 - d) Spousal Life Insurance;
 - e) Accidental Death and Dismemberment Insurance;
 - f) Long Term Disability Insurance;
 - g) Short Term Disability Insurance; and
 - h) Dental Insurance.

General

- 13.7 Employees are entitled only to the Benefits allowed by the specific plan and the Town will not provide any coverage beyond what is specified in the plans.

- 13.8 Charges covered in whole or in part by Worker's Compensation Board or any other agency, company or government at any level will not be paid for by the Town.
- 13.9 If any rebates result, owing to the payment into any plan by the Town on behalf of any employee, or from Employment Insurance, those rebates accrue to the Town.
- 13.10 In the event of any illness or injury, the Town will continue to pay for the Benefit Package for an employee, to a maximum of 12 months after the date of the occurrence of the illness or injury.

Salary Continuation During Illness or Injury

- 13.11 The Town will protect the employee in the event of an unavoidable illness or injury not covered by the Worker's Compensation Board or through benefits provided by the employer, only to the maximum of the salary continuation credits.
- 13.12 Salary protection will not be provided for nor paid for by the Town for an injury received while in the employ of an employer other than the Town.
- 13.13 Permanent employees shall be entitled to salary continuation credits computed from the date of the commencement of employment at the rate of one and a half (1-½) days for each full calendar month of employment cumulative to a maximum salary continuation of eighteen (18) working days.
- 13.14 Salary continuation credits do not accrue during illness.
- 13.15 The Town will commence payment on the first day of illness or injury and will continue payment until the employee is fit to return to full duty or until the salary continuation credits run out.
- 13.16 If an employee becomes ill or is injured on leave, salary continuation will not commence until such time as the leave expires.
- 13.17 Any employee on leave may commence salary continuation credits if the leave is deferred.
- 13.18 The Town may request the employee to provide proof of illness or injury from the attending physician.
- 13.19 If an employee does not or refuses to provide such proof, then salary continuation credits will not be paid and the employee's salary will be stopped until such time they return to duty.

13.20 Salary continuation will not be paid for a maternity case. During the first to seventh month, up to five (5) days salary continuation credits will be paid for complications arising out of a pregnancy.

Employee Injured on Duty – Worker’s Compensation Matters

13.21 If an employee is injured on the work site, through no negligence of their own, the Town will pay the employee their full salary for the first ninety (90) days of their injury period.

Statutory Holidays

13.22 The Town recognizes the following as paid general holidays:

- a) New Years Day
- b) Family Day
- c) Good Friday
- d) Easter Monday
- e) Victoria Day
- f) Canada Day
- g) August Civic Holiday
- h) Labour Day
- i) Thanksgiving Day
- j) Remembrance Day
- k) Christmas Eve
- l) Christmas Day
- m) Boxing Day

13.23 Town employees will only be entitled to a maximum of thirteen (13) holidays noted in paragraph 13.22.

13.24 General holidays will be taken on the date they occur or as otherwise designated by the Town.

13.25 When a general holiday falls within an employee’s leave, the employee’s first scheduled working day after his leave shall be given as holiday with pay.

14. LEAVE

Policy

- 14.1 The purpose of annual leave is to provide for the employee a time of personal recovery and refreshment away from the work site. It is known that an unbroken period of time away from the work site contributes to the physical and psychological well being of the employee.
- 14.2 Employees are strongly encouraged, to take at least a minimum continuous two (2) week period away from work once each year.

General

- 14.3 All requests for leave must be made in writing and approved in writing and such documentation retained on the personnel file of the employee.
- 14.4 Employees proceeding on annual leave must ensure that their work is complete and up to date, prior to departing.

Annual Leave

- 14.5 Employees must utilize all annual leave within the current year. If this leave is not taken, payment in lieu of unused annual leave will be made.

- a) On retirement or termination all unused annual leave will be paid out.
- b) If the CAO approves accumulation of leave in accordance with Section 14.6, this section does not apply.

- 14.6 Permanent full time employees will earn leave credits during the calendar year as follows:

1-5 years	- 2 weeks
6-10 years	- 3 weeks
11-19 years	- 4 weeks
20 + on	- 5 weeks

- a) Annual leave may be accumulated for the purposes of taking an extended holiday or for some other exceptional reason.
- b) Accumulation of annual leave for all employees can only be approved by the CAO.
- c) For those employees with less than twenty (20) years service, annual leave may be accumulated to a maximum of thirty (30) days.
- d) For those employees with more than 20 years of service, annual leave may be accumulated to a maximum of forty (40) days.

- 14.7 All inside part time, causal and seasonal employees will be paid vacation pay at the rate of four (4%) percent of gross earnings at every pay period and upon termination.
- 14.8 All outside part time, causal and seasonal employees will be paid vacation pay at the rate of six (6%) percent of gross earnings at every pay period and upon termination.
- 14.9 An employee who is on long-term disability, on a leave of absence or on maternity leave, is not entitled to earn annual leave credits.
- 14.10 An employee may apply in writing to have earned leave credits apply to time lost through illness or injury.
- 14.11 Annual leave will be approved as follows:
- a) For the CAO, the Mayor.
 - b) For all Supervisors the CAO.
 - c) For all employees, their Supervisor.
- 14.12 It is the responsibility of the supervisor to ensure that they manage the granting of leave within their respective department so that overlap is minimal and that operational integrity is maintained at all times.
- 14.13 The supervisor will be accountable if operational integrity is not maintained.
- 14.14 The timing of the granting of annual leave for an employee will be done in accordance with the following:
- a) Employees with school age children.
 - b) Length of Service.
- 14.15 Employees should identify their preference of dates of leave to their supervisor, not later than April 15th of the current year.
- 14.16 Beyond April 15th, of the current year, annual leave will be granted on a first come first granted basis.

Sick Leave

- 14.17 After the first six (6) months of unbroken service, permanent employees shall be entitled to sick leave credits at the rate of one and a half (1 ½) days a month to a maximum of 18 working days a year.
- 14.18 Sick leave credits expire at the end of each calendar year and cannot be accumulated nor carried forward to the next year.

14.19 Sick leave is to be used only to provide income to an employee who cannot work due to illness or injury and is not designed to benefit the employee in any other way.

14.20 No sick leave payments will be made for:

- a) Any illness or injury, which occurs during an employee's leave period;
- b) Any illness or injury, which is self inflicted; or
- c) Any illness or injury, for which the employee receives benefits from other income replacement plans.

14.21 Employees shall inform their supervisor as soon as possible their inability to attend work owing to illness of injury.

14.22 An employee, who is sick or injured for a period of two regular shifts or more, will provide, from the attending Doctor, proof of such illness/injury.

14.23 If an employee fails or refuses to provide such proof, loss of pay will result until such time as the employee returns to work.

Compassionate Leave

14.24 For a death in the immediate family, an employee will be provided paid leave as follows:

- a) Within the Province of Alberta, up to four working (4) days.
- b) Outside the Province of Alberta, up to six (6) working days.

Maternity Leave

14.25 Maternity leave will be granted to permanent employees in accordance with existing Employment Standards and government rules and regulations.

Adoption Leave

14.26 If a permanent employee adopts a child they will be granted a maximum of three (3) days leave to facilitate such adoption.

Special Leave

14.27 In matters of absence from the work site, not covered by this policy, such as award presentations, convocations etc. or any issue as determined by the CAO, the CAO may grant three (3) days of special leave with pay to any employee.

14.28 If an employee wishes special leave:

- a) Outline your request in writing to your supervisor,
- b) Supervisor provide your recommendations to the CAO, and
- c) The CAO will review the request, grant or deny it, and inform the employee through the supervisor.

14.29 Denial of leave special leave request's, are not subject to the grievance provisions of this policy.

Critical Illness

14.30 The CAO only, may grant leave with pay to any employee, for a period of up to two (2) days, to provide for the immediate and temporary care of a critically ill member of their immediate family.

Leave of Absence

14.31 A permanent employee may request a leave of absence from their employment with the Town.

14.32 It is the sole prerogative of the CAO to grant a leave of absence.

14.33 The maximum length that a leave of absence can be granted is twelve (12) months.

14.34 The employee when requesting this form of leave must:

- a) Submit it at least open month prior to the commencement of the leave.
- b) Request it in writing, and
- c) Provide sufficient detail in the request for the CAO to come to a conclusion.

14.35 If an employee, does not return to work on the day after the expiry of the leave of absence, that employee will be deemed to have abandoned their position and be struck from the pay records of the Town.

14.36 If for reasons beyond the control of the employee, they could not return to duty within two (2) days after expiry of the leave of absence, the employee:

- a) Shall provide to the CAO in writing the reasons for their inability to return to work,
- b) Shall bear the burden of proof for establishing the reasons, and
- c) Remain removed from the pay records of the Town until a decisions is made by the CAO.

- d) The CAO shall make a decision not later than three (3) clear days after receiving the written reasons and the decision of the CAO is final and not subject to the grievance provisions of this policy.

Education Leave

14.37 A permanent employee of the Town may be granted a one (1) week paid leave of absence, to attend a training course, enhance work skills or acquire a certificate of competency required for their work.

14.38 If an employee wishes Education Leave:

- a) The Employee will:
 - i) Outline in writing to their supervisor, the nature of the training to be taken.
- b) The Supervisor will:
 - i) Forward the request to the CAO with his written views as to whether the request is reasonable and that it has his support.
- c) The CAO will:
 - i) Review the request,
 - ii) Grant or deny the request, and
 - iii) Provide written reasons to the employee, through his supervisors.

Court and Jury Duty Leave

14.39 If an employee is summonsed or subpoenaed to court as a witness in an official capacity on behalf of the Town, they will receive leave as follows:

- a) Regular pay, including travelling time, but any witness fees will be paid to the Town of Two Hills.

14.40 If an employee is required to serve on a jury or act as a witness in a private capacity, they will be granted leave with pay but any fees they receive must be paid to the Town.

14.41 The employee is entitled to keep all monies, for any expenses, meals, lodging or mileage, paid by the Court.

14.42 Any employee appearing in court on a private matter as an accused or defendant will not be granted a leave of absence and must either:

- a) Use annual leave credits, or
- b) Have deducted from their salary, the amount of hours they spent travelling to court, appearing in court, and traveling from court.

Election Leave

14.43 The Town will ensure that employees eligible to vote in a federal, provincial or municipal election, is granted the time off as set by legislation governing that vote.

15. PERSONNEL ADMINISTRATION

Policy

- 15.1 The Town views its employees as its most significant asset and will take care to ensure the well being of all employees.
- 15.2 The Town recognizes the need to maintain employee records. Employee records shall be kept in a professional manner with care taken to ensure accuracy and completeness.

Personnel Records

- 15.3 The CAO shall ensure that each employee has two (2) sets of individual personnel files.
- 15.4 The personnel file retained by the CAO must contain:
 - a) Resume or Letter of Application
 - b) All items as described in Section 6.6 of this Policy
 - c) Letter of Acceptance
 - d) Employee Signed copy of Job Description and Organization Chart
 - e) Overtime Requests
 - f) Performance Reports
 - g) Disciplinary Action
 - h) Training Requests
 - i) Extended Leave Requests
 - j) Notices of Termination
 - k) Notice of Resignation
 - l) Confidentiality Declaration
 - m) Any other document deemed appropriate by the CAO
 - n) Policy sign of sheet, which will indicate that the employee has read, understood and agrees to comply with the provisions of the policy
- 15.5 The personnel file retained by the MFO must contain:
 - a) Letter of Acceptance
 - b) Pay Records
 - c) Personal Tax Credit Forms
 - d) All Benefit Requests and Applications
 - e) All Pension Plan Requests and Applications
 - f) Overtime Requests
 - g) Extended Leave Requests
 - h) Notices of Termination
 - i) Notice of Resignation
 - j) Any other document deemed appropriate by the CAO.

- 15.6 The CAO and MFO will retain custody of the respective personnel files at all times and they must be kept in a locked cabinet.
- 15.7 Employee files are classified as “Confidential” and are accessible only by the CAO, the MFO, or the employee.
- 15.8 Council shall access a personnel file, only by a majority decision of Council. Council must state the purpose of the request and the reason for accessing the file must be able to withstand public scrutiny. Any such access must be done “in camera”.
- 15.9 An employee may access his file at any time upon giving 24 hours notice.
- 15.10 The employee will:
- a) Review the file in an office or area assigned by the CAO.
 - b) Not remove or alter any correspondence on the file.
 - c) Copy the file or any portion thereof only after receiving authority from the CAO.
- 15.11 The Town will not release any part of the personnel file to external parties unless:
- a) The personnel file is subject to an order to produce from a court of competent jurisdiction.
 - b) The employee has provided permission in writing to release all or a portion of the file.

Confidentially Oath or Declaration

- 15.12 All employees must sign a confidentiality Oath or Declaration in a style and fashion approved by the CAO.

Job Descriptions

- 15.13 Job Descriptions are attached as Appendices to and form a part of this policy.

Layoffs and Recalls

- 15.14 Layoffs are not a normal circumstance, nor does the Town desire them but in certain circumstances, layoffs could occur.
- 15.15 In the event of a layoff the usual practice will be that:

- a) Employees will be laid off in reverse order of length of service, i.e. from junior to senior.
 - b) Employees will be recalled in the order of their length of service.
- 15.16 Notwithstanding the aforementioned, the Town reserves the right to lay off employees at their discretion, dependent, amongst other things, on the technical requirements or special skills that might need to be retained.
- 15.17 The employee to be laid off will be provided five (5) clear days notice in writing, prior to the lay off period.
- 15.18 An employee who does not return from a lay off when asked in writing, if they wish to return to work, will be struck from the records of the Town and considered discharged.

Attendance

- 15.19 All employees are required to report to and be ready for work at the commencement of their shift.
- 15.20 Employees, who will be absent from work for circumstances beyond their control and without authorization, must contact their supervisor and inform him of the reasons for the absence.
- 15.21 The Supervisor will consider the reason for any unauthorized absence and it is within their purview to consider the matter closed or take any follow up action that might be necessary.
- 15.22 Habitual unauthorized absences, might subject the employee to actions as outlined in the Code of Conduct and Discipline for Violations part of this policy.

Abandonment of Position

- 15.23 Employees who have not had contact with their supervisor to provide reasons for their absence after three consecutive work days, will be considered to have abandoned their position and will be deemed to have resigned and be struck from the pay records of the Town.

Medical Evaluation/Referral

- 15.24 If in the opinion of the CAO, an employee is appearing to manifest a medical problem, the CAO will discuss the matter with that employee.
- 15.25 If after discussion, the CAO feels that an independent examination is warranted, she can refer that employee, to a health care practitioner.

- 15.26 The Town will bear the cost of a health care referral.
- 15.27 After the completion of the examination and the report from the health care practitioner, indicates there is no concern, the CAO will consider the matter closed.
- 15.28 After the completion of the examination and if the report from the health care practitioner indicates a concern, the CAO will:
- a) Provide support and comfort to the employee,
 - b) Discuss the concern with the employee,
 - c) Review Treatment and Leave options, and
 - d) Consider any course of action agreeable to both parties.
- 15.29 If the employee refuses to attend such examination, they will be suspended without pay, until such time as the employee attends the examination.
- 15.30 If after fourteen (14) days, the employee still refuses to attend the referral for examination, the employee will be deemed to have abandoned their position and be discharged from the Town's employ.

Substance Abuse and Addictions

- 15.31 The Town recognizes that substance abuse and addictions are illnesses.
- 15.32 An employee should feel free to talk, without fear or reprisal, with their supervisor if they feel they have a substance or addiction problem.
- 15.33 Any substance abuse or addiction, recognized by staff in another employee, should be referred to the supervisor for follow up, without fear of reprisal.
- 15.34 Any employee, while at work, jeopardizing the safety of any citizen or employee will be removed from the work site immediately by the supervisor and either taken home or delivered to another responsible party.
- 15.35 The CAO can make a referral in regards to substance abuse and addictions in accordance with the Medical Evaluation/Referral part of this policy.
- 15.36 The Town will make every effort possible to assist the employee in addressing and correcting a substance abuse or addiction problem.
- 15.37 If the employee fails to respond to such assistance or continue in their self-abusive way, discipline or dismissal will result.

- 15.38 If an employee's spouse suffers from substance abuse or an addiction, the Town recognizes its societal responsibility to support that employee.
- 15.39 If an employees spouse is entering a recognized treatment facility to deal with the substance abuse/addiction, the Town will grant five (5) days leave with pay to the employee to assist the spouse in healing and recovery.

16. TRAVEL EXPENSES

Policy

16.1 The Town accepts its responsibility to ensure reimbursement of fair and just expenses, incurred by their employees in the course of their official duties.

Expenses

16.2 The following constitutes the allowable expenses while all employees are in travel status:

- a) Mileage while using a private vehicle - same rate as Council remuneration
- b) Meals at the cost of:

- i. Breakfast - Ten (\$10.00) Dollars
- ii. Lunch - Fifteen (\$15.00) Dollars
- iii. Dinner - Twenty (\$20.00) Dollars

16.3 There is no requirement to submit receipts for meals.

16.4 Accommodation will be at actual expense and receipts will be required.

16.5 Public Transportation Travel- Receipts will be required for all forms of public transportation and travel by air will be by economy class.

17. INDEMNIFICATION OF EMPLOYEES

Policy

- 17.1 The Town recognizes that there are inherent risks in the operation of the Corporation and suits against the Town might arise.
- 17.2 The Town expects that in the performance of their duties, all employees will act with due diligence and ensure that duty of care is practised.
- 17.3 The Town acknowledges a responsibility to protect its employees, acting within the scope of their duties.

Procedure

- 17.4 In the event that an employee of the Town is named as a defendant in a court action while acting in the course of his duty for the Town, the Town will defend that action on behalf of the employee, providing that the employee was acting within the scope of his duties, for the Town, for the incident which gave rise to the suit.
- 17.5 The employee will not be indemnified if during the incident which gave rise to the suit, the employee was acting with obvious disregard for the safety of others, was negligent in any manner or if the act was unlawful or unethical.
- 17.6 In a suit defended by the Town for the employee, through its insurers, the Town will indemnify and save harmless the employee against any action or settlement that might result.
- 17.7 If the Town deems it appropriate, it will pay legal expenses for the employee, should he be required to retain his own counsel.
- 17.8 The Town reserves the right to settle any claim on such terms and conditions as it deems reasonable and appropriate, having regards for all circumstances.
- 17.9 If the employee disagrees with the Town's decision to settle, it will cease to indemnify the employee and any subsequent legal costs are the responsibility of the employee.

18. PERFORMANCE & PERFORMANCE APPRAISAL

Policy

- 18.1 Performance appraisals will be used to evaluate the current performance of the employee and to provide feedback to the employee on their performance.
- 18.2 Appraisals will be completed annually on each employee and are designed to encourage and support the development of the employee.
- 18.3 The granting of incremental pay raises will be directly tied to the continuing satisfactory performance of the employee as assessed according to this part.

Performance

- 18.4 Employees are expected to be attentive to their duties, complete their assigned tasks in an efficient and productive manner and not shirk their work or responsibilities.

Performance Appraisal

- 18.5 Supervisors will complete the performance appraisal on each of their employees.
- 18.6 Council will, annually, complete the performance appraisal of the CAO in accordance with Section 205.1 of the Municipal Government Act.
- 18.7 Appraisals will be completed on an annual basis for all employees on the date of their anniversary.
- 18.8 Supervisors will not compare the employee's performance against other employees.
- 18.9 Throughout the appraisal year, document specific examples of performance, either beyond the expected standard or unsatisfactory.
- 18.10 When a supervisor documents performance, either beyond the expected standard or unsatisfactory, he must provide the employee with a copy of that documentation and have the employee acknowledge receipt of the document by signing the original.
- 18.11 All such documents will be filed on the employee's personnel file and referred to at the next performance appraisal.

- 18.12 Support unsatisfactory performance with specific examples of documented observed actions.
- 18.13 All performance appraisals will be completed on a form prescribed by the CAO.
- 18.14 The appraisal form will include performance objectives for the coming year.
- 18.15 The CAO will be responsible for administering and co-ordinating the performance appraisal process.

Probationary Employee Appraisal

- 18.16 Though a probationary employee's performance is appraised in accordance with this part of the policy, the provisions as outlined in TERMS OF EMPLOYMENT – Probationary Period, will apply as it relates to their retention or dismissal.

Procedures for Completion of Appraisal Form

- 18.17 Four (4) weeks prior to the appraisal being due, the CAO will send advice to the appropriate supervisor and employee, of the due date of the appraisal.
- 18.18 The Supervisor will complete the appraisal form.
- 18.19 Upon completing the appraisal form, the supervisor will:
- i. Discuss the appraisal with the employee in a positive, open and relaxed manner.
 - ii. Review the job description and if amendments are necessary implement such action.
 - iii. Discuss any factors affecting the performance of the employee and provide positive feedback if the appraisal recognizes that.
 - iv. Have on hand any documentation, either positive or negative, complete throughout the appraisal year.
 - v. Discuss and review performance objectives for the coming year.
 - vi. If performance does not meet expectations, discuss ways in which the performance can be approved and offer support and guidance.
 - vii. Allow the employee to place on the appraisal form, any comments he wishes to make.
 - viii. Upon completion of the process, forward the completed form to the CAO.

C.A.O.

18.20 Upon receiving the completed appraisal, the C.A.O will:

- a) Review the document.
- b) Place your remarks on the Form.
- c) Provide the employee, a completed copy of the appraisal.
- d) If you agree with the appraisal:
 - i) place the original on the employees personnel file.
- e) If you disagree with the appraisal:
 - i) Discuss the matter with the supervisor.
 - ii) Discuss the matter with the employee.
 - iii) Place your remarks on the Form.
 - iv) Provide the employee a completed copy of the appraisal.

Employee

18.21 If after receiving the final copy from the CAO, you disagree with the appraisal and you wish redress, you may submit a grievance.

18.22 Any grievance submitted in regards to a performance appraisal will proceed directly to Step 3 of the grievance process.

Unsatisfactory Performance

18.23 Employee appraisal is not a once a year occurrence. Employee's performance should be monitored on an ongoing basis and be given guidance, direction and advice as needed.

18.24 If an employee's performance is unsatisfactory, the CAO has the authority to withholding the granting on incremental pay raises.

18.25 If a Supervisor observes an employee demonstrating unsatisfactory performance at any time, they have a responsibility to immediately deal with the issues.

18.26 Upon a Supervisor observing unsatisfactory performance they will:

- a) Document the incident of unsatisfactory performance.
- b) Review the incident with the employee and have the employee acknowledge the document by signing and dating it.

- c) Provide the employee with any guidance, direction and training that might be required.
- 18.27 To support discipline or dismissal, it is important that documentation is kept identifying the unsatisfactory performance and the action taken to correct it.
- 18.28 If the unsatisfactory performance continues, the Supervisor will provide a report to the CAO, with a copy to the employee, including in the report:
- a) Details of the unsatisfactory performance.
 - b) Details of the guidance, direction and training provided.
 - c) Action taken to provide reasonable guidance, assistance and supervision.
 - d) How the employee responded to the advice and guidance.
 - e) Conclusions and Recommendations.
 - f) Forward the report to the CAO.

CAO

18.29 Upon receipt of the report:

- a) If the C.A.O. concurs:
 - i. Direct that the supervisor provide the employee with a letter of expectations identifying the shortcomings.
 - ii. File the report and letter in the employee's personnel file.
- b) If the C.A.O. does not concur:
 - i) Advise the supervisor and employee in writing.
 - ii) File the report in the employee's personnel file.

Supervisor

18.30 Upon receipt of advice from the CAO to serve a letter of expectations on the employee, the Supervisor shall prepare the letter, outlining

- a) The details of the shortcomings that lead to the unsatisfactory performance.
- b) The steps that must be taken to achieve a satisfactory level of performance.
- c) Notice that the employee is being granted sixty (60) days from the date of delivery of the letter of expectations to correct the performance deficiencies.
- d) The fact that the employee's progress will be closely monitored.
- e) Reasonable assistance and guidance will be provided in an attempt to correct the deficiencies.

- f) That a report will be submitted at the end of the sixty (60) days.
- g) Notice that if the employee fails to improve and then maintain a satisfactory level of performance that he will be dismissed from the Towns employment.

18.31 At the end of the sixty (60) day period, the Supervisor shall provide a report to the CAO with their conclusions and recommendations.

CAO

18.32 Upon receipt of the report, the C.A.O. shall:

- a) Review it.
- b) If the employee has achieved a satisfactory level of performance, file the report in the employee's personnel file.
- c) If the employee has not achieved a satisfactory level of performance, dismiss the employee from the employment of the Town.
- d) File the documentation on the employee's personnel file.

Employee

18.33 If you are dismissed for unsatisfactory performance, you may submit a grievance, in accordance with the Grievance policy.

18.34 Grievances under this part will commence at Step Three (3).

General

18.35 If an employee receives a letter of expectations under this part and their work attains a satisfactory level of performance, no further action will be taken.

18.36 If the employee has gone through all the steps and there is a return to a level of unsatisfactory performance, the process will immediately move to a recommendation to dismiss.

18.37 Employees can not apply to have unsatisfactory performance records removed from their personnel file.

19. GRIEVANCES

Policy

- 19.1 Town employees have a right to restitution on matters where they feel they have been aggrieved by an action of the Town or its employees.

Grievances Involving Safety

- 19.2 Any issue, identified by an employee, that involves safety equipment and its lack or use thereof is not deemed a grievance for this part. Such issues will be resolved under the appropriate Safety Policy or applicable Federal or Provincial laws or regulations.

Grievance Process

- 19.3 If an employee files a grievance, they shall still continue to report for work and to fulfil their responsibilities under the direction of the supervisor until such time as the grievance is resolved.
- 19.4 If, the circumstances that caused grievance is of such a nature that it would be to the detriment of the employee to remain in the Department, the CAO shall:
- a) Determine alternate working arrangements for the grievor.
 - b) Fast track the grievance through the process.
- 19.5 The time limits set in processing grievances can only be extended by the consent in writing, of both parties.
- 19.6 Only one extension at each level is allowed.
- 19.7 Failure on the part of a grievor, to meet a time line outlined herein, will result in the grievance being considered abandoned.
- 19.8 Every effort is to be made by all parties, to resolve grievances in an expeditious manner, in a spirit of cooperation and cordiality.
- 19.9 An employee will not be discriminated against for the filing of a grievance.
- 19.10 If any person fails to comply with any step of the grievance process, the grievor may take the grievance to the next level.
- 19.11 If the employee fails to comply with any step of the grievance process, the grievance will be declared abandoned.

19.12 The grievance process will follow the steps outlined hereunder:

a) Step 1

- i) The grievor will attempt to settle the grievance informally with his immediate supervisor.
- ii) At this stage, there is no requirement on either party to record the substance of the grievance and a verbal resolution will suffice.

b) Step 2

- i) At the failure of Step 1, the grievor will, within five (5) working days of the breakdown in Step 1,
- ii) Document the grievance indicating:
 - a) The name and position of the grievor
 - b) The name and position of the person who made the decision that caused the grievance.
 - c) The nature of the grievance and the circumstances in which it arose and the policy it violated.
 - d) The remedy sought by the grievor
 - e) The grievor will then forward that document to the CAO.
- iii) The grievor may request of the CAO any information or document, held by the Town that may assist the grievor in the submission of the grievance.
- iv) The CAO will provide such documentation, unless:
 - a) It is protected by solicitor client privilege
 - b) Release of the document would cause irreparable harm to the Town.
- v) The CAO, will, within five (5) working days, provide the involved Supervisor with a brief summary of the grievance and ask for their comments on the matter.
- vi) The Supervisor will within five (5) working days, provide their comments to the CAO.
- vii) The CAO will then within five (5) working days, meet with both parties and attempt to mediate/resolve the grievance.
- viii) If the grievance is resolved, then the matter is considered closed.

- ix) If the grievance cannot be resolved, the CAO will consider the written and oral evidence and render a decision on the matter within four (4) working days.
- x) The decision will be in writing and will be provided to both parties.
- xi) Regardless of the decision, only the grievor has the right to take the matter to Step 3.

c) Step 3

- i) If for the grievor, Step 2 fails; the grievor may within five (5) days of receiving the written response from the CAO, appeal the decision of the CAO to Council Committee of the Whole.
- ii) Council will, within ten (10) days of receipt of the grievance, will schedule an in camera meeting and the next regularly scheduled Council meeting too hear evidence on the grievance.

Note: If the next scheduled meeting of Council is six (6) days or less away, the matter shall be referred to the following scheduled meeting, in camera.

- iii) At the meeting, the grievor:
 - a) May be represented by a person of his choice,
 - b) May speak to the grievance,
 - c) May present any evidence he might feel relevant,
 - d) May call any witness, except the person who made the decision that gave rise to the grievance, and
 - e) May cross-examine any witnesses called.
- iv) At the meeting, the Council Committee will:
 - a) Respect the rights of the grievor.
 - b) May call any witness, including the person that made the decision that gave rise to the grievance, and
 - c) Decide upon the matter in a fair and impartial manner.
- v) Upon review, Council may
 - a) Uphold the decision
 - b) Rescind or vary the decision
 - c) Strike down the decision
- vi) The decision of Council is final.

- vii) Within fourteen (14) days of the meeting, the Council Committee shall render a written decision, which will be forwarded to:
 - a) The grievor,
 - b) The CAO, and
 - c) Council.

Grievance for Discipline and Dismissal/Termination

- 19.13 An employee may grieve a decision taken to either discipline or dismiss the employee
- 19.14 In grievances of this nature, the grievance shall proceed directly to Step 3.

Arbitration/Mediation

- 19.15 If the Town and the grievor agree, the grievor could ask that the grievance be resolved through either arbitration or mediation.
- 19.16 Assignment of costs will be determined, prior to the grievor making a decision to proceed in this fashion.
- 19.17 If a grievor enters into mediation or arbitration, the grievor agrees to accept the outcome of the process and upon completion of such process the grievance will be declared closed.
- 19.18 Arbitration and mediation will be subject to Provincial Employment Standards code.

20. TRAINING AND DEVELOPMENT

Policy

20.1 The Town subscribes to the principle of continuous learning. The Town wishes to have a competent, efficient and properly trained work force and will strive to develop their employees on an ongoing basis, by approving a yearly training budget.

Training Budget

20.2 Each fiscal year, the CAO will recommend to Council a training budget.

Employee and CAO

20.3 An employee may request to attend a training course, seminar or symposium for the purpose of upgrading their skills, directly related to their duties.

20.4 Courses taken through distance education will be considered.

20.5 Once each year, employees can attend a course of their own interest under the following conditions:

- a) Maximum reimbursement will be \$100.00;
- b) The Course must be taken on their own time;
- c) Course funds cannot be carried forward into a new fiscal year.

20.6 A CAO may select employees to take refresher/upgrading training.

20.7 If employees are selected to attend refresher/upgrading training, it is mandatory that they attend such training.

20.8 If an employee wishes to attend training to upgrade their skills, related to their duties, they will:

- a) Make a written request to their supervisor, outlining:
 - i) The name and nature of the course;
 - ii) How it relates to their duties;
 - iii) The length of the course;
 - iv) The cost of the course.

20.9 The Supervisor will:

- a) Review the submission of the employee

- b) Make a recommendation;
 - c) Forward it to the CAO for her consideration.
- 20.10 The CAO will:
- a) Review the submission;
 - b) Approve or deny the request.
- 20.11 If the request is denied, the employee is to be provided brief written reasons for the denial.
- 20.12 Any training approved by the CAO, except a course of an employee's own interest will be attended on work time and paid for by the Town.
- 20.13 Payment of expenses for attending Town approved training, will be in accordance with the "Travel Expenses" part of this policy.
- 20.14 An employee may be advanced monies to attend Town approved training, except for courses of an employees own interest
- 20.15 Upon completion of the course, a course, seminar or symposium, either requested by the employee, or directed to attend by the CAO, except one of an employee's own interest, an employee will:
- a) Provide receipts for the registration fee;
 - b) Provide receipts for any form of public transportation;
 - c) Meals and gratuities;
 - d) Documentation that indicates the employee has completed the course or;
 - e) If there is a pass/fail criteria for the course, proof that the employee passed the course.
- 20.16 If there is a pass-fail criteria and the employee does not successfully complete the course, the Town reserves the right to recover all costs from the employee.

Education Leave of Absence

- 20.17 An employee may be granted a leave of absence to complete any education, which will result in a professional designation.
- 20.18 The maximum leave of absence that can be granted to an employee under this part is one (1) year.
- 20.19 During the leave of absence, the Town reserves the right to staff the position with a temporary employee.

20.20 If an employee wishes an education leave of absence, they will:

- a) Submit a request to their supervisor outlining the nature of the leave of absence, the professional designation that will be attained;
- b) How the absence and subsequent designation will benefit the Town.

20.21 The Supervisor will provide their written comments and forward it to the CAO, unless the CAO is their supervisor.

20.22 The CAO will:

- a) Review the submission;
- b) Make a recommendation to Council.

20.23 Council will:

- a) Review the submission;
- b) Consult with the CAO;
- c) Approve or deny the request.

20.24 The decision of the Council is final and not subject to any grievance procedures.

20.25 The CAO will advise the applicant in writing of the decision.

20.26 If the leave of absence is approved, the employee must agree in writing:

- a) To remain an employee of the Town for a period of two (2) years upon attaining the professional designation; otherwise
- b) That if the Town has paid any portion of the training that has led to professional designation, the employee will reimburse the Town, all registration fees and expenses paid by the Town.

21. INFORMATION TECHNOLOGY

Policy

- 21.1 The Town supports the use of information technology, to increase efficiency and to provide the citizens with expeditious and professional service.
- 21.2 Town employees will use Town owned technology systems only to the advantage of the Town and its citizens, and are responsible for ensuring that use of such systems are legal, ethical and moral.

Use of Technology

- 21.3 Employees shall not use any system for their personal needs.
- 21.4 Employees shall use any information system, having due regard for the provisions of all applicable privacy legislation.

Evergreen Program

- 21.5 The CAO will establish in conjunction with the annual budget, an "evergreen program" to ensure ongoing enhancement of Town technology.

Software

- 21.6 Only software approved by the CAO may be installed on Town owned systems.

Use of the Internet and E-Mail

- 21.7 The Internet is to be used by town employees for work related purposes only.
- 21.8 Virus programs must always be installed on a computer and must be functional at all times.
- 21.9 If the virus program is not functional, the computer shall not be used until such time as the virus program becomes functional.
- 21.10 Employees using the Internet or E-Mail systems shall not use it for:
- a) Private use, either business or personal;
 - b) Any illegal, unethical or immoral purpose;
 - c) Downloading any software, unless that software download is approved by the CAO;

- d) Accessing any Internet site that contains objectionable, immoral, degrading, defamatory or obscene material;
- e) Transmitting via e-mail any such material heretofore noted in this section;
- f) The importation of data discs, either floppy or CD from other sources into the Town owned system.

21.11 An employee may use the Internet or E-mail for their personal use under the following conditions:

- a) It must be on their approved break periods or after hours;
- b) It does not violate any provision of any part of this policy, especially Section 21.10 b to d;
- c) It does not interfere with your work or productivity;
- d) They will not use it for the transmittal of chain letters.

Policy Violation

21.12 Any violation of the Information Technology policy will result in disciplinary action.

21.13 Dependent upon the seriousness of the breach of the policy, sanctions up to and including dismissal could result.

22. HARASSMENT

Policy

- 22.1 The Town is committed to providing an environment where employees can work in an environment that provides dignity and respect to all.
- 22.2 Harassment in the work place is not only offensive, it is contrary to laws and standards and employment. Unequivocally, the Town will not tolerate harassment and employees are encouraged to report all incidents of such behaviour.
- 22.3 Employees committing harassment in the workplace will be considered to have violated the expected code of conduct standards and will be severely disciplined.
- 22.4 The harassment policies apply to all employees, regardless of position.
- 22.5 Harassment can be both personal and sexual in nature.
- 22.6 All complaints are to be considered and treated as strictly confidential.

Employee Procedures

- 22.7 If you feel you are being harassed;
 - a) Request the person harassing you to cease and desist;
 - b) Record all information relating to the harassment, indicating date, time and nature;
 - c) Record the names of witnesses, if any;
 - d) If the harassment does not stop, initiate a complaint to your supervisor;
 - e) If your supervisor is the harasser, report the matter to the CAO;
 - f) If the CAO is your supervisor, report the matter to the Mayor.
- 22.8 If after speaking to the harasser, the harasser does cease and desist, you may choose to either consider the matter closed or report it to your supervisor.
- 22.9 If the harassment continues after you have spoken to the person, report the matter immediately.
- 22.10 Be aware of your rights under existing Human Rights legislation.

Supervisor

- 22.11 Conduct an investigation into the witness, including but not limited to the interview of the complainant and the alleged harasser.
- 22.12 If the investigation determines there is enough evidence to support the complaint, forward your report along with a discipline recommendation to the CAO.

CAO

- 22.13 Review the matter and if you concur, discipline the employee.

Mayor

- 22.14 Conduct an investigation as it relates to the CAO and report your findings to Council.
- 22.15 If the evidence supports the allegation, deal with the CAO in accordance with the Municipal Government Act and with any part of this policy.

Discipline

- 22.16 Discipline for violations of the Harassment Policy will be dealt in accordance with the Code of Conduct portion of this policy.

Sanctions

- 22.17 An employee disciplined for violation of the harassment policy will be subject to all and any sanction allowed up to and including dismissal.

General

- 22.18 Correspondence on investigations under this part will be filed as followed:

- a) If founded, in the harassers personnel file;
- b) If unfounded, on the complainant's personnel file.

- 22.19 Regardless of the outcome of the investigation, no employee who lodged a complaint of harassment will be subject to retaliation in any form by anyone for making such a complaint.

- 22.20 All complaints made will be treated as genuine and every effort made to protect the employee at all times.

22.21 No complaint received under the part will be treated as being frivolous or vexatious in nature and will receive the full, complete and undivided attention of the supervisor and management.

22.22 If a complaint against an employee under the Harassment policy is founded, they have the right to restitution under the Grievance portion of this policy as it relates to the finding, discipline and sanction imposed.

23. OCCUPATIONAL SAFETY AND HEALTH

Policy

- 23.1 The Town subscribes to and promotes employee safety at all times. Employees are required to comply with all existing safety practices and legislation at all times while working.
- 23.2 Town employees will subscribe to all safety practices and procedures enunciated in any Act, Regulation or Code or as subscribed by the Worker's Compensation Board.

Safety Equipment

- 23.3 Outside Workers and when required, Inside Workers, when working and using any type of equipment, will wear/use, when required:
- a) Hard Hats;
 - b) Proper hearing protection;
 - c) Safety glasses;
 - d) Steel toed safety boots;
 - e) Other speciality safety equipment that may be required.
- 23.4 The Town will purchase for employee use,
- a) Two (2) pairs of coveralls each year;
 - b) Safety Glasses;
 - c) Hard Hats.
- 23.5 The Town will comply with all Workplace Hazardous Material Information Systems standards and practices.

Injury on Duty

- 23.6 An employee, injured while working, will immediately report the injury to his supervisor.
- 23.7 An employee will complete all forms, required either by the Worker's Compensation Board or an insurance carrier of the Town, as soon as practicable.
- 23.8 If an employee by virtue of his injury is incapable of completing any required forms, it will be the supervisor's responsibility to complete such forms.
- 23.9 Refusal to complete such forms may result in discipline, in accordance with the Code of Conduct portion of this policy.

24. LOSS, DAMAGE OR THEFT OF PROPERTY OWNED, LEASED OR IN THE CARE AND CONTROL OF THE TOWN

Policy

24.1 The Town has a significant investment in its equipment and wishes to safeguard it. In addition, the Town recognizes the need of the employee to work in a safe environment and to provide support to the employee if the employee is injured at work.

Employee Responsibility

24.2 All employees are accountable for and will immediately report to their supervisor the loss, damage or theft of any property or monies in their care or control that is owned, leased or in the care and control of the Town.

24.3 If the employee is involved in a loss or damage incident where liability might be an issue, the employee should make no admission of liability. Either the Town or their legal advisors will address the issue of liability.

24.4 If serious loss, injury or death occurs, immediately notify your supervisor who in turn will notify the RCMP and Alberta Occupational Health and Safety.

- a) The supervisor shall immediately notify the CAO.
- b) The CAO will immediately notify the Mayor.

Investigation and Reporting

24.5 Any loss, damage, theft or injury/death relating to Town employees or property shall be reported, in writing through channels to the CAO.

24.6 No two incidents will be identical. When investigating and reporting a loss or damage the circumstances may not merit a full investigation. In every case sufficient enquiries must be made to satisfy the CAO and the Town; Officials as to whether or not the loss, given the circumstances, is reasonable or shows negligence.

24.7 If the loss is very serious or involves a major injury or death, the CAO should consider obtaining legal advice.

24.8 On minor property loss/damage, employees shall submit a report to the supervisor outlining the circumstances.

24.9 The supervisor shall review the report and forward it with comments to the CAO.

CAO

24.10 Review and deal with as you deem appropriate.

Injuries

24.11 If an employee is injured as a result of a motor vehicle collision or another event, within 24 hours:

- a) Obtain and complete a Worker's Compensation Board Handbook; and
- b) Forward the documents as required.

24.12 If injury prevents the employee from completing the documents, the Supervisor will complete the documents.

Personal Property Damage – Non-Injury

24.13 If an employee damages personal property and the damage is directly attributable to the course of their duties, the loss might be covered by Worker's Compensation.

24.14 Upon incurring damage, within 24 hours, complete the Worker's Compensation Board form and forward it to your supervisor.

24.15 The Supervisor will forward it with his comments to the CAO.

24.16 The CAO or her delegate will forward the form to Worker's Compensation Board for a decision. Note: Injuries are reported separately.

Town Vehicles (Owned and Leased)

24.17 If you are involved in a motor vehicle collision, immediately report the matter to the RCMP and provide all information as required by law.

24.18 If possible, first notify your Supervisor.

24.19 The Supervisor will attend all motor vehicle collisions involving Town-owned or leased vehicles.

24.20 The Supervisor will liaise with the RCMP and if required, extend the investigation beyond theirs to ensure all areas of concern, such as photographs, diagrams, witness statements, etc. are obtained.

24.21 Obtain three estimates for the loss and submit the estimates to the CAO for repair approval.

24.22 If the collision reveals that further driver training is required by the vehicle operator, initiate that training.

Discipline

24.23 If an employee is found to be negligent as it relates to loss or damage to equipment owned or leased by the Town, they could be subject to discipline.

24.24 If an employee is disciplined under this part, the discipline shall be done in accordance with the Code of Conduct part of this policy.

24.25 Employees disciplined for loss or damage to Town owned equipment or equipment leased by the Town, if they wish to seek restitution, they may submit a grievance in accordance with the Grievance part of this policy.

24.26 A grievance under this part will proceed directly to Step 3 of the grievance process.

25. USE OF TOWN OWNED AND LEASED VEHICLES

Policy

- 25.1 Employees of the Town may be provided vehicles, appropriate for their responsibilities and duties.
- 25.2 All vehicles are the property of the Town and come under the control of the CAO. Town vehicles will only be used for official Town duty and are to be made available at all times to all employees to conduct and carry out official Town business.
- 25.3 Employees operating or using a vehicle beyond the limits of this policy could be subject to taxation, as their use of the vehicle might be deemed a taxable benefit.
- 25.4 It is expected that all employees will operate Town vehicles in a safe and prudent manner, having due regard for all traffic laws.

Use of Vehicles

- 25.5 Town vehicles will only be operated by persons currently employed by the Town and no others.
- 25.6 Unless the CAO or a supervisor gives specific permission or as allowed by this policy, no employee shall use a Town vehicle except during hours of work, either regular time or while on overtime.
 - a) Town owned vehicles will be returned to the Town Yard if the employee is absent for more than one week.
- 25.7 Employees on call are allowed to take a vehicle to their residence.
- 25.8 When using a vehicle while on call or outside Corporate Limits for Town business, they must:
 - a) Drive the most direct route to the residence or out of Town meeting location; and
 - b) Not use it for any other purpose than responding to a call, attending an out of Town function, or for conducting required checks or maintenance.

Authority for Use of Vehicles Outside the Corporate Limits

- 25.9 Town vehicles may be used outside the corporate limits of the Town when the following conditions exist:

- a) The vehicle is being used during regular work hours for official Town business.
- b) Permission has been given to use a vehicle to attend a course or seminar outside the corporate limits.
- c) The vehicle is not required for other official Town business by another employee.

25.10 Only the CAO can grant permission to use a vehicle outside the corporate limits.

Note: Incidental travel outside the corporate limits, to facilitate town business, during working hours does not require CAO authority.

25.11 If you wish to use a Town vehicle for travel outside the corporate limits, for Town business:

- a) Submit a brief written request to your Supervisor outlining the reason for its use.
- b) The Supervisor shall forward the request to the CAO, with your comments and recommendations.
- c) The CAO will:
 - i) Review the request;
 - ii) Deny or grant approval;
 - iii) If approval is denied, authorize use of a private vehicle at Town expense; and
 - iv) Inform the Supervisor who in turn will inform the employee.

25.12 If the Supervisor is the one requesting the use of a vehicle, forward the request direct to the CAO.

25.13 Written permission to use the vehicle outside the corporate limits must be retained in the employee file.

Maintenance and Cleanliness

25.14 Town vehicles will be maintained in a sound mechanical fashion at all times.

25.15 Town owned vehicles will be subject to regular maintenance.

25.16 Employees should conduct a “walk around” of a vehicle prior to operation and report any damage.

25.17 Employees should be diligent in checking the fluid levels, on a regular basis, of the vehicles they are operating.

25.18 Town owned vehicles will be kept cleaned and washed, unless environmental conditions are such that cleanliness would be counter productive.

25.19 All employees will share an equal responsibility in ensuring a proper cleanliness standard is maintained at all times.

Use of Vehicles Outside Policy

25.20 If an employee uses a Town owned vehicle, contrary to this policy, they may not be indemnified by the Town and could be held responsible for any damages that might occur during such use.

26. GENERAL AND TRANSITIONAL

- 26.1 In the event that any aspect of this policy conflicts with any existing or future Federal or Provincial law, the provisions of said laws shall prevail without affecting the other provisions of this policy.
- 26.2 If any provision of this policy is struck down as the result of legal action, only that policy so affected will be considered vacated and all other provisions remain in full force and effect.
- 26.3 The Alberta Employment Standards Code provides guidance to employer and employee in addition to this policy.
- 26.4 These policies come into full force and effect on the effective date of a Council resolution adopting these policies.
- 26.5 On the date of passage of such resolution, all other existing personnel policies, either expressed or implied are rescinded.
- 26.6 No provisions of these policies shall be retroactive unless specifically provided for.
- 26.7 Changes to this policy can be made as the result of suggestions from staff or guidance from the CAO.
- 26.8 Staff should have input into any suggested change of policy, regardless of who suggests the change.
- 26.9 Only Council can approve amendments, additions or deletions to this policy.