

**Section: 2.0 General Government and Administrative Services**  
**- C. Human Resources**

**Authority: General Manager of Corporate Services**

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### **Statement**

The Municipal District of Bonnyville (M.D.) shall have policies in place to inform employees of the various employment matters which are to be complied with. Depending on operational requirements and approval of the Chief Administrative Officer (CAO) or authorized designate, this Policy may be deviated from.

### **Purpose**

To provide direction to all employees of the M.D.

### **Definitions**

For the purposes of this policy, employment status definitions are as follows:

- (1) “Employer” means the Municipal District of Bonnyville.
- (2) “Employee – Permanent Full-Time with Benefits” is an employee who works 35 or more hours per week on an on-going basis. Permanent Full-Time employees shall receive employee benefits after a three (3) month period. The probation period will consist of 90 calendar days. Vacation entitlement and sick leave benefits shall be accrued on a per pay period basis.
- (3) “Employee – Permanent Part-Time with Benefits” is an employee who works more than 20 hours per week and less than the Full-Time organizational commitment, on an on-going basis. Permanent Part-Time employees shall receive employee benefits after a (3) month period. The probation period will consist of 90 calendar days. Vacation entitlement and sick leave benefits shall be prorated and accrued on a per pay period basis.
- (4) “Employee – Non-Permanent Part-Time with No Benefits” is an employee who works less than 20 hours per week, on an on-going basis. Non-Permanent Part-Time employees are not eligible to receive employee benefits. Non-Permanent Part-Time employees must successfully complete a 90-calendar day probationary period. Vacation pay shall be included in each pay period as per Alberta Employment Standards Code.
- (5) “Employee – Temporary or Seasonal” are individuals that work a required number of scheduled hours for a specified duration of time as set out in their letter of hire. Temporary and Seasonal employees are not eligible to receive employee benefits. Returning Full-Time Seasonal or Contract employees may, with the approval of the CAO, be eligible for the Health Spending Account portion of the benefit program. Temporary and Seasonal employees must successfully complete a 90-calendar day probationary period. Vacation pay shall be included in each pay period as per Alberta Employment Standards Code.

A returning Full-Time Seasonal or Contract employee is an employee that returns to work for the Employer and must have worked a minimum of 30 days/shifts within the previous year and must work a minimum of 35 hours per week, in order to be eligible for the Health/Wellness Spending Account portion of the benefit program.

- (6) “Employee – Casual” is an employee who does not work on a regular and systematic basis and whose employment is not guaranteed to be on-going. Casual employees have no guaranteed hours and no specific work schedule. Casual employees are not eligible to receive employee benefits. Vacation pay shall be included in each pay period as per Alberta Employment Standards Code.
- (7) “Employee – Registered Apprenticeship Program (RAP)” is an employee currently attending high school and accumulates work hours towards an apprenticeship. RAP employee work hours are agreed upon with the high school coordinator. RAP employees are not eligible to receive employee benefits. Vacation pay shall be included in each pay period as per Alberta Employment Standards Code (*Note: Workers Compensation Board coverage is provided through the high school*).

### Policy

The M.D. recognizes the following:

#### 1.0 Hours of Work

Regular hours of work are paid at the straight time rate of pay established by Council and approved by the supervisor. Maximum daily hours of work and prescribed break times are as per Alberta Employment Standards Code.

There is no guarantee of hours of work per day, per week, per month or per year. Hours worked are at the discretion of the M.D. The M.D. reserves the right to change hours of work. The time that a shift or work day starts and ends is determined by the M.D.

Regular hours of work shall be as follows:

- (a) Main Administration Office, Public Safety Office, Parks Office: seven (7) hours per day and 35 hours per week;
- (b) Public Works Administration Office, Health & Safety Officer, Shop, Welders, Mechanics, Landfill, Peace Officers (SRO/Patrol), Park/Ski Hill Salaried Operations: eight (8) hours per day and 40 hours per week;
- (c) Peace Officers (Industry/Traffic): 12 hours per day and 80 hours bi-weekly;
- (d) Grader Beat/Operations Crew: 10 hours per day and 44 hours per week;
- (e) Parks/Ski Hill Hourly Operations & Others: eight (8) hours per day and 44 hours per week.

Regular hours of work not covered by this policy require the approval of the CAO.

Compressed work week (Averaging Agreement) and flexible hours of work schedules may be permitted with the prior approval of the CAO and in accordance with the Alberta Employment Standards Code.

The employee is responsible to submit accurate time entry to the supervisor or designate for approval as per Pay Schedule. It is the responsibility of the supervisor/manager approving the time sheet to verify it is correct and meets all M.D. policies and all labor laws and to submit it to payroll on time in accordance with the cut-off times for each pay period. Falsification of information in time records is a serious offence which may result in disciplinary action up to and including discharge for just cause.

#### 1.1 Overtime / Shift Differential

For operational purposes or to meet the requirements of the M.D., employees may be required to work more than regular hours of work. Overtime must be authorized before it is worked. The M.D. allows for working overtime (banked or paid) by employees in excess of the regular hours of work described above as follows:

- a) All management and supervisory staff as indicated on the pay grid shall not be eligible for overtime or banked time.
- b) All approved hours in excess of the daily and weekly requirements shall be banked at a rate of 1.5 and taken within 180 days from the date it was earned. Unused banked hours shall be paid out as per Alberta Employment Standards Code (*Note: Exception 2.1(d) Statutory Holidays*).
- c) All hourly Operations and hourly Public Safety employees shall be paid at a rate of time and one-half for hours worked in excess of regular hours worked noted in 1.0 above, in each pay period. (*Note: Exception 1.1(d) Grader Beat Operators, 1.1(e) Permanent Road Construction Crew Operators/Oiling Crew Operators, 1.1(f) Permanent Full-Time Hourly Public Works Crew*).
- d) Grader Beat Operators that commenced employment prior to October 24, 2012, and have elected, in writing, can bank overtime hours to a maximum of 250 hours will continue and this process shall be grandfathered. Each employee is permitted to bank time to 180 days from the last day of the pay period in which the time is accrued. All hours exceeding 10 hours/day or 44 hours/week shall be banked at a rate of time and one-half up to 250 hrs. All banked hours in excess of 250 shall be paid out at the rate of time and one-half each pay period. Grader Beat Operators may request banked hours to be paid out at any time, upon request, to a maximum of what is banked. It is the supervisor's responsibility to ensure that all Grader Beat Operators submit time with no less than 80 hours per biweekly pay period.
- e) Permanent Road Construction Crew Operators and Oiling Crew Operators that have elected, in writing, can bank overtime hours to a maximum of 800 hours. Each employee is permitted to bank time to 180 days from the last day of the pay period in which the time is accrued. All hours exceeding 10 hours/day or 44 hours/week shall be banked at a rate of time and one-half up to 800 hours. All banked hours in excess of 800 shall be paid out at the rate of time and one-half each pay period. Permanent Road Construction Crew Operators and Oiling Crew Operators may request banked hours to be paid out at any time, upon request, to a maximum of what is banked. On the last pay period in June

the remaining hours of banked time from the previous construction season will be paid out. It is the supervisor's responsibility to ensure that all Permanent Road Construction Crew and Oiling Crew Operators submit time with no less than 80 hours per biweekly pay period.

- f) Permanent Full-Time Hourly Public Works Operations Crew that have elected, in writing can bank overtime to a maximum of 80 hours. All hours worked in excess of 10 hours/day or 44 hours/week shall be banked at a rate of time and one-half. Banked time shall be used, with the supervisor approval within 180 days from which it is banked or be paid out. Unused banked hours shall be paid out as per Alberta Employment Standards Code. It is the supervisor's responsibility to ensure that all hourly employees working draw down accrued banked hours to ensure 80 regular hours are paid every pay period. All banked time in excess of 80 hours shall be paid out at the rate of time and one-half each pay period.

Any employee that has elected in writing to bank time shall have the option to alter the choice during pay period one (1) of the following year.

Grader Beat Operators hired after October 24, 2012, and those individuals that have elected in writing to bank time will only be permitted to bank a maximum of 80 hours.

- g) It should be noted that upon attaining the maximum banked hours as per 1.1(d) and 1.1(e) the Grader Operators and the Road Construction crew will use vacation days for any approved personal leave. A minimum of three (3) weeks vacation annually must be used as per 2.2 *Annual Vacation*; banked time will then be accessed as per 1.1(d) *Grader Beat Operators* and 1.1(e) *Permanent Road Construction Crew Operators/Oiling Crew Operators*.
- h) All hourly paid employees at Kinosoo Ridge that work in excess of the regular hours as noted in 1.0 *Hours of Work* shall bank time at a rate of time and one-half and shall be used, with supervisor approval, within 180 days from which it is banked or be paid out. It is the supervisor's responsibility that the employee draw down available accrued banked hours to ensure 80 regular hours are paid every pay period. Unused banked hours shall be paid out as per Alberta Employment Standards Code. (Note: *Exception 2.1(d) Statutory Holidays*).

## 2.0 **General Holidays and Annual Vacation**

### 2.1 **General Holidays**

- a) Part 2, Division 5 of the Alberta Employment Standards Code provides general requirements and entitlement to general holidays and general holiday pay. Eligibility for general holiday pay is according to the provisions of the Alberta Employment Standards Code. As per the Alberta Employment Standards Code general holidays are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day.

- b) In addition to the above, the following are provided as additional paid general holidays: Easter Monday, August Civic Day, and all other public holidays proclaimed by M.D. Council, the Province of Alberta, or the Government of Canada.

All Permanent Full-Time or Permanent Part-Time employees shall be granted Boxing Day and a Christmas Floater Day. As operations and the requirements of the M.D. permit, the Christmas Floater Day is granted to allow Permanent Full-Time or Permanent Part-Time employees to have five (5) consecutive days off, including the weekend, as follows:

- i) December 24 when Christmas Day falls on Tuesday, Thursday, Friday or Saturday.
- ii) December 27 when Christmas Day falls on Monday or Wednesday.
- iii) December 28 when Christmas Day falls on Sunday.

Note: municipal declared holidays shall be in accordance with the provisions of the Alberta Employment Standards Code.

- c) One personal day will be granted annually to all Permanent Full-Time and Permanent Part-Time employees. This personal day must be used within the year it is allotted; there is no option to carry this day forward.
- d) If an employee's regular hours of work are Monday to Friday, when a day designated as a paid general holiday falls on either a Saturday or Sunday, employees shall be granted either the preceding Friday or the following Monday as directed by the CAO, as a day off in-lieu at their regular rate of pay. This day shall be selected at the beginning of each year by the CAO.
- e) An employee will not be eligible to receive holiday pay if he/she does not work on the holiday when required or scheduled, or if he/she is absent from work on the regularly scheduled day before or the regularly scheduled day after the holiday. The employee is eligible if he/she receives the Employer's permission for the absence.

Any eligible employee who is required to attend and perform work on a recognized general holiday will:

- i) Be paid an amount that is at least the average daily wage of the employee, plus be paid an amount that is at least 1.5 times the employee's wage rate for each hour of work that the employee worked on the day of the general holiday; or,
- ii) Be paid an amount that is at least the employee's wage rate on each hour of work that the employee worked on the day of the general holiday, plus provide the employee with 1.5 days of holiday no later than the employee's next annual vacation and general holiday pay of an amount that is at least the employee's average daily wage (Note: *the replacement holiday must be a day on which the employee is normally scheduled to work*).

For an employee who is eligible for general holiday pay, if an employee works on a general holiday that falls on a day that is not a normal work day for the employee and the employee works on that general holiday, the employer must pay the employee general holiday pay of an amount that is at least 1.5 times the employee's wage rate for each hour worked on the day of the general holiday.

There is no longer a distinction between regular and non-regular days of work in the calculation of general holiday pay. General Holiday will be calculated and in accordance with the provisions of the Alberta Employment Standards Code.

## 2.2 Annual Vacation

Vacation must be accrued before it is taken. Vacation generally accrues in one calendar year and must be taken by the end of the following calendar year. Subject to operational requirements, the M.D. permits employees to take vacation as it accrues. Permanent Full-Time and Permanent Part-Time employees must take a minimum of three (3) weeks of annual vacation, which is prorated if the employee is employed less than one (1) full year within 12 months of being entitled to it. If a general holiday falls during the Permanent Full-Time or Permanent Part-Time employee's requested annual vacation, the employee will be eligible for the general holiday either the first scheduled working day after their vacation or, if in agreement with their supervisor, they may take another working day off prior to the next annual vacation.

To take accrued vacation, a Vacation Request Form must be submitted to the employee's supervisor for approval. The supervisor must reply to the employee in writing whether or not the request is accepted. The Employer will attempt to meet an employee's request. However, the M.D. reserves the right to schedule vacation time for the employee if a mutually agreeable time cannot be determined. If this occurs, the employee will be provided two (2) weeks' notice and the employee must take the time off.

Approved scheduled vacation shall not exceed eight (8) hours per day for hourly employees and one (1) day for salaried employees.

Upon termination of employment, accrued vacation time which has not already been paid, will be paid out at the employee's regular rate of pay.

Employees who are not Permanent Full-Time or Permanent Part-Time employees receive vacation as per the provisions of the Alberta Employment Standards Code.

- a) Full-Time and Part-Time employees shall accrue vacation time on a bi-weekly per period basis – 1/26th. Total accumulation shall be earned as follows:

<u>Length of Service</u>	<u>Vacation Days/Year</u>
0 through completion of 5th year	15 days per year
6th through completion of 14th year	20 days per year
15th through completion of 20th year	25 days per year
Within 21st or more years	1 additional day per year to a maximum of 30 days.

- b) Vacation is deemed to be accrued on the last day of the pay period. Accrued vacation entitlement can be accessed after the initial three (3) months of employment have been successful completed.
- c) All employees with the exception of Full-Time Permanent or Part-Time Permanent will be paid vacation pay every pay period as per the Alberta Employment Standards Code.
- d) Vacation accruals will discontinue when an employee is no longer receiving remuneration from the municipality (i.e. approved unpaid leave of absence that exceed one (1) day, Worker's Compensation Board (WCB), Short-Term Disability (STD) strictly paid by the group benefit provider, or Long-Term Disability (LTD)).

### 2.3 Accrued Vacation Carryover

- a) All employees shall not be permitted to carry more than one year's vacation entitlement beyond December 31st of each calendar year subject to section 2.2 *Annual Vacation*.
- b) All non-management employees as indicated on the pay grid will have the option at year end to request on the prescribed form set by the Employer, to be paid out vacation hours that are in excess of their first three (3) weeks of yearly vacation hours.

### 3.0 Employee Benefits

At its discretion, the M.D. reserves the right to change group benefit providers and the type or level of benefits provided to eligible employees. At all times, the rules, policies and procedures of the group benefit provider applies. Upon the successful completion of the initial three (3) month period, all eligible employees shall, as a condition of employment, join the M.D.'s group benefits plans which includes:

- a) Health Benefits Package as approved by Council. This includes, but is not limited to: Life Insurance, Accidental Death & Dismemberment (AD&D), Dependent Life, STD, LTD, Health/Vision Coverage, Dental Coverage, Employee Family Assistance Plan. The M.D. shall pay 90% of the employee monthly premiums. 10% is paid by the employee.
- b) Permanent Full-Time and Permanent Part-Time employees will receive a Health/Wellness Spending Account at a rate set by Council. Employees will have the option to allocate this spending account in accordance with individual needs. This option will be given once annually and will remain in effect for the duration of that year.

Note: It should be noted that any paid *Wellness* Account expenses are considered taxable and any paid *Health* Account expenses are non-taxable.

- c) Local Authorities Pension Plan (LAPP) – Contributions are paid as per the plan requirements by eligible employees and the M.D.

All benefits terminate when the employee's employment with the M.D. ends.

### 3.1 Short -Term Disability (STD) Top-Up

- a) STD top-up shall be provided on the eighth consecutive day of sick leave. The first seven (7) consecutive calendar days of sick leave shall be compensated according to the employee's regularly scheduled work week and will be paid from the employee's accrued sick leave entitlement. Should an employee be hospitalized, STD top-up will commence on the day of admission.
- b) Approval of STD is at the discretion of the group benefit provider. Should the claim be rejected, the employee's weekly earnings shall be paid by the employer provided medical documentation has been received until the depletion of the accrued sick leave entitlement to a maximum of 17 weeks at which time the employee will apply for LTD or the employee has returned to regular duties.
- c) STD will be a shared expense whereby the group benefit provider shall pay a set amount as per the benefit agreement, and the M.D. shall top-up to bring the employee's weekly earnings to 100%.
- d) Top-up will cease upon depletion of employee's sick leave entitlement.
- e) All vacation and sick leave accruals will discontinue for any portion which is provided strictly by the group benefit provider, where any form of M.D. top-up no longer applies.

Refer to attached *Attachment A*: Schedule of Benefit Premiums for clarification of cost sharing.

## 4.0 Leave of Absence

### 4.1 Unpaid Leave of Absence

At any time, the CAO may grant an employee an unpaid leave of absence.

### 4.2 Unauthorized Absence

The employee's employment may be terminated for just cause when the employee is absent for three consecutive working days without the approval of the Employer, or without a reason that is justifiable to the Employer, or when the employee fails to notify the Employer of the absence.

### 4.3 Sick Leave

- a) Except for eligible Permanent Full-Time and Permanent Part-Time employees, sick leave is unpaid. Eligible Permanent Full-Time and Permanent Part-Time employees receive paid sick leave in accordance with this policy. Paid sick leave does not accrue when a Permanent Full-Time or Permanent Part-Time employee is on short-term with no top-up or long-term disability, or an unpaid leave of absence.
- b) Employees requiring sick leave shall contact their immediate supervisor or designate within 60 minutes of the start of their shift indicating: the reason for absence, an expected return to work date, and any changes to the expected return to work date.
- c) Sick leave benefits shall be accrued at one and one-half days per month which will be calculated in accordance with an employee's Full-Time equivalency



(e.g.  $1.5 \times 12 \text{ months} = 18 \text{ days} \times 8 \text{ hrs./day} = 144 \text{ hours}/26 \text{ pay periods} = 5.54 \text{ hrs./pay period}$ ). Accrued sick leave benefits can be accessed upon the successful completion of the initial three (3) month period. Sick leave shall be granted for:

- i) Personal illness and medical/dental appointments.
  - ii) Illness, medical, or dental appointments for a dependent child or spouse who may require support. A dependent child is a child of the employee under 18 years of age or a child of the employee who is fully dependent upon the employee if over 18 years of age.
- d) Permanent Full-Time employees are permitted to accumulate sick leave benefits to a maximum of 60 days. Permanent Part-Time employees are permitted to accumulate sick leave benefits on a prorated basis (e.g. Permanent Part-Time employees who work three (3) full days/week would accumulate  $3/5 \times 60 \text{ days}$  (to a maximum of 36 days).
- e) Sick leave accrued in one (1) calendar year by a Permanent Full-Time or Permanent Part-Time employee may be carried forward into the next calendar year, but at no time will the carry forward and monthly accrual be more than the maximum accrual of 60 days for Permanent Full-Time employees and the prorated maximum amount thereof for Permanent Part-Time employees.
- f) Eligibility for sick leave for a period in excess of three (3) consecutive working days shall be determined on receipt of a declaration form signed by a physician/medical practitioner. This declaration form must indicate the last date seen by the physician/medical practitioner, the amount of time off required, the return to work date, and the next medical appointment date.
- g) The M.D. reserves the right to require appropriate and satisfactory proof of illness.
- h) At the General Manager's, or his/her designates, discretion, employees who use their sick leave may be required to obtain a medical certificate providing proof of illness or injury at any time. Under all circumstances for sick leave in excess of three (3) consecutive working days the employee is required to obtain a declaration form signed by a physician/medical practitioner. This declaration form must indicate the last date seen by the physician/medical practitioner, the amount of time off required, the return to work date, and the next medical appointment date.
- i) Upon reasonable cause, at the M.D.'s expense, the M.D. may require an employee to be examined by a physician named by the M.D. A physician may also include a specialist, psychologist, counsellor, and psychiatrist. An employee shall cooperate in having any such examination done and shall execute any release or other documents required. A copy of the physician's report will be provided to the employee. Such information shall be kept confidential.
- j) The Employer may require an employee to have a Functional Abilities Evaluation to determine the employee's ability to work.

- k) While on sick leave, STD, or LTD, the employee is responsible for benefit premiums and pension contributions as outlined in *Attachment A*.
- l) Any employee who fails to return to work on the date stipulated on the physician's report may be subject to disciplinary action up to and including termination of employment for just cause or job abandonment.
- m) Accrued sick leave will not be paid out on termination of employment.
- n) Misrepresentations or abuse related to sickness claims, STD, LTD or other benefits may be sufficient cause for disciplinary actions up to and including termination for just cause.
- o) The M.D. may make modified work available to an employee who is receiving STD or WCB benefits. The employee must obtain in writing by a physician/medical practitioner, any restrictions or modifications regarding their job description.

#### 4.4 Compassionate and Bereavement Leave

- a) Temporary leaves of absence with pay and benefits for Permanent Full-Time and Permanent Part-Time employees, necessitated at the time of a critical illness requiring hospitalization or emergency medical treatment, or death, shall be granted by the General Manager or his/her designate as follows:
    - i) Involving members of the immediate family: \*spouse, child, parent, siblings, parent-in-law, son-in-law, daughter-in-law, a period not exceeding five working days.
    - ii) Involving members of extended family of the employee or his or her \*spouse, grandparent, grandchild, brother-in-law, sister-in-law, uncle, aunt, nephew, nieces or a member of the employee's household, a period not exceeding three working days.
    - iii) The Employer may require medical evidence attesting to the critical illness or a death certificate.
    - iv) An employee may request more time when required to travel a far distance as a result of compassionate or bereavement leave. Should this or any situation arise which may fall outside the scope of 4.4(a)(i), 4.4(a)(ii), and additional leave shall be at the discretion of the CAO.
- \* "Spouse" is a legal spouse or a person with whom the employee has resided continuously in a role like that of a marriage partner for at least 12 months.
- b) For employees other than Permanent Full-Time and Permanent Part-Time, critical illness and bereavement leave shall be unpaid unless the CAO approves the leave as paid.

#### 4.5 Compassionate Care Leave

Compassionate Care leave provides employees with unpaid, job-protected leave to care for a family member with a serious medical condition with a significant risk of death. This is considered for any person whom is the primary/non-primary caregiver in a family. Employees must have worked for the M.D. for a period of 90 calendar days

before being eligible. Compassionate Care leave guidelines and provisions are in accordance with the Alberta Employment Standards Code.

Benefits for Full-Time Permanent and Part-Time Permanent employees may continue at the discretion of the CAO.

All guidelines and provisions under Bill 17 – the Fair and Family-friendly Workplace Act – not previously mentioned will be in accordance with the Alberta Employment Standards Code.

#### 4.6 Maternity/Adoption/Parental Leave

Other than the health-related portion of a maternity leave, Permanent Full-Time and Permanent Part-Time employees are eligible for unpaid maternity and unpaid parental leave according to this policy, and other employees are eligible for unpaid maternity and unpaid parental leave in accordance with the provisions of the Alberta Employment Standards Code. Maternity leave can begin at any time within 13 weeks before the estimated date of delivery. The M.D. can require the employee to commence maternity leave early if the pregnancy is interfering with the employee's job performance or for safety, security and potential risk reasons. It is expected that an employee taking maternity or parental leave will be returning to work at the end of the leave. Parental leave can begin any time after the birth or adoption of the child, but it must be completed within 78 weeks of the date the baby is born or an adopted child is placed with the adoptive parent.

- a) To be eligible to receive maternity, adoption or parental leave, staff members must have completed 90 calendar days of continuous service with the M.D. to be returned to a position in the same or equivalent capacity prior to leave.
- b) To ensure that the M.D. can make the necessary arrangements to reasonably accommodate an employee taking maternity, adoption or parental leave, employees are required to provide at least six (6) weeks written notice before commencement of leave, unless there are acceptable extenuating circumstances. The Employer may require a statement from a physician regarding the commencement of maternity leave and the estimated date of delivery. This is to assist the M.D. with staffing solutions and to alleviate any additional work stress on other employees that may occur as a result of the employee's absence.
- c) Submission of a request for maternity, adoption or parental leave shall be accompanied by appropriate documentation.
- d) Employees are expected to give at least four (4) weeks written notice regarding their expected date of return to work. Supervisors should be contacted as soon as possible in the event of any changes. An employee who does not intend on returning to work at the end of the maternity or parental leave must give the Employer at least four (4) weeks written notice of resignation.

- e) In the event that an employee requires use of sick leave benefits at any time prior to the commencement of a maternity or parental leave period, *4.3 Sick Leave* shall apply.
- f) Refer to *3.1 Short -Term Disability (STD) Top-Up* for procedures to be followed for the health-related period of the maternity leave. Employees will require a note from their physician/medical practitioner indicating it is medically safe to return to full duties if the employee returns to work prior to six (6) weeks after the birth of their child.
- g) Upon completion of the health-related portion of leave or the depletion of accumulated sick leave benefits, the employee will be provided with a Record of Employment. An employee is responsible to file her employment insurance claim.
- h) Should the Permanent Full-Time or Permanent Part-Time employee choose to continue with her/his health and disability insurance provided by the M.D., the employee may continue to receive such benefits by continuing to pay any employee paid portion of the monthly premiums as outlined in *Attachment A*.
- i) Employees are entitled up to 78 weeks (1.5 years) of unpaid, job-protected leave in the event of the birth of a child and up to 62 weeks on the adoption of a child under age 18.
- j) Birth mothers can take up to 78 consecutive weeks of unpaid job-protected leave.
- k) Maternity/parental leave job protection will be in accordance with the Alberta Employment Standards Code.
- l) Fathers and/or adoptive parents are eligible for up to 62 consecutive weeks of unpaid, job-protected parental leave. Adoptive parents can take parental leave for any child under age 18.
- m) Parental Leave may be taken by one parent or shared between two parents, but the total combined leave cannot exceed 62 weeks. If both parents are employed by the M.D., the M.D. does not have to grant the leave to both employees at the same time.
- n) In the event that the employee requires leave before the actual birth due to medical reasons, refer to *4.3 Sick Leave*. If the employee requires leave to fulfill legal adoption obligations, documentation shall be required and must be acceptable by the M.D.
- o) The M.D. shall honor this policy in accordance with any applicable governing laws. Employees that require Maternity/ Adoption/Parental Leave shall not be discriminated against nor shall their salary or employment status be impacted negatively.
- p) Any employee that fails to return to work on completion of the maternity leave or parental leave may be subject to disciplinary action up to and including termination of employment for job abandonment.

#### 4.7 Jury Duty and Witness Leave

- a) Temporary Leave of Absence, with pay and benefits, necessitated by a request for jury duty or to appear under subpoena as a witness, shall be granted as follows:
  - i) All selected employees must provide the M.D. with as much advance notice as is possible. This notice must be submitted to the employee's supervisor and shall be accompanied by a copy of the summons to jury duty or a copy of the subpoena as a witness for documentation purposes.
  - ii) All employees shall receive a paid leave of absence. Paid hours will be based on the regular scheduled work hours that employee is presently scheduled for during that time off.
  - iii) In the event that the requirement lasts for only part of a day, the employee shall return to work for the remainder of the day whenever possible.
  - iv) The employee is required to reimburse the Employer any compensation paid by the court to the employee to a maximum of what the employee was paid for that time by the Employer. Upon receiving the original payment stub from the court the employee is to show this to the Employer through the Human Resources Officer to verify the time off and the compensation they will need to reimburse. Reimbursement to the Employer does not include expenses the employee was compensated for by the courts for out of pocket expenses or meals.
- b) Any employee that is required to appear in a court on behalf of the M.D. as a plaintiff, defendant or witness will be paid the employee's regular wages for such attendance.
- c) The Temporary Leave of Absence as noted in 4.7(a) does not apply should an employee be required to make a court appearance on their own behalf as a plaintiff, defendant, or witness. An unpaid leave of absence may be granted, or the employee may use banked time or accrued vacation time.
- d) The M.D. may require satisfactory proof of attendance of an employee at court.

#### 4.8 Election Nomination as per Provincial Legislation

- a) Notwithstanding any bylaw, resolution or agreement of a local jurisdiction, every employee who notifies his/her Employer that he/she is running as a candidate in an M.D. election is entitled to a leave of absence without pay.
- b) If elected, the employee is deemed to have resigned their employment the day he/she takes the official oath of office.
- c) If not elected, the employee may return to work, in the same capacity held prior to the leave of absence.
- d) An employee who takes a leave of absence for the purpose of an election is subject to the same conditions that apply to any leave of absence without pay.

#### 4.9 Military Leave – Reservist Leave

Reservist Leave is offered to employees of the M.D. who are members of the Reserve component of the Canadian Forces and who have been employed by the M.D. for a minimum of 26 consecutive weeks. They must provide confirmation of: the start date of the leave; the estimated (or actual) length of the leave; and at least four (4) weeks written notice if the employee does not return to work after the leave ends.

The employee is entitled to leave without pay under the following conditions:

- a) Military Operations of deployment as outlined in the Alberta Employment Standards Code. During the time that a Reservist employee is on leave for Military Operations he/she:
  - i) Will not be eligible to sick leave or other employee benefits, including vacation accrual while on leave.
  - ii) May maintain a membership in the M.D. pension plan at their discretion at a rate normally given for their remuneration.
- b) Military Training to a maximum of 20 days within a calendar year. If additional time is required, it will be at the discretion of the CAO. Reservist employees who take leave for Military Training will be:
  - i) Required to make up any missed contributions to their benefit premiums and pension plan (as per LAPP provisions and legislation).
  - ii) Paid the difference between their regular rate of pay from the M.D. and their Military pay.
  - iii) Required to give four (4) weeks written notice, the date for which the leave will begin, and the actual date of return. The Reservist does not need to provide notice of return to work beyond what is provided in the initial notice, unless there is a change to the return date.
- c) The employee's length of service with the M.D. will be considered continuous during the Military Leave and upon return to work.

#### 5.0 Probation, Transfers, Dismissals, and Termination

##### 5.1 Probationary Period

A newly appointed employee shall be placed on a probationary classification for a period of 90 days from the initial hire date. The probationary period may be extended at the discretion of the supervisor.

During the probationary period, the M.D. will evaluate a number of factors including but not limited to the employee's performance, safety, attitude, attendance, efficiency, qualifications, skills and compatibility within the organization. The probationary period also gives the employee the opportunity to assess the position and the organization.

The M.D. may terminate the employee's employment at any time during the probationary period. The probationary period does not constitute an obligation on the part of the M.D. to retain the employee until the end of the probationary period. This period involves certain orientation activities and closer and more frequent evaluation and observation than that for employees who have completed the probationary period. During the probationary period, or at any time while employed at the M.D., the Employer

may terminate the employment of the employee with or without just cause and with or without prior notice. Unsatisfactory performance or misconduct during the probationary period, or at any time, is not acceptable.

### 5.2 Internal Transfers

When an employee is transferred to another position within the M.D., all accrued vacation, banked time, and accrued sick time, if any, will transfer with the employee to the new position. A probationary period may be required.

### 5.3 Disciplinary Action and Termination for Just Cause

- a) At all times, employees must satisfactorily perform their duties and engage in acceptable conduct.
- b) Employees are to be respectful of others.
- c) Employees are to conduct themselves in a manner which is consistent with the business interests of the Employer.
- d) Employees are not to misuse or abuse Employer equipment, property or apparel.
- e) Employees are not to engage in conduct in the workplace which involves sexual activities or pornography.
- f) During and after employment, employees are required to keep all confidential matters related to the M.D. or the workplace confidential.
- g) When using email, cell phones, and other electronic equipment for communications, employees are to engage in acceptable conduct.
- h) Employees are not to engage in harassment, sexual harassment, or workplace violence.
- i) Other than employees who are authorized to use weapons in the performance of their duties, employees are prohibited from using and possessing weapons at work. Employees are not to bring personal weapons or explosive devices to work other than approved by the CAO for specific animal control use.
- j) Employees are to follow the lawful instructions of their supervisors.
- k) Employees are to comply with the M.D.'s rules, policies, directives, and procedures which may be updated from time to time.
- l) Employees are not to engage in conduct which brings, or has the potential of bringing, the reputation of the M.D. into disrepute.
- m) Theft and fraud are prohibited.
- n) Employees must not attend work, engage in work or perform duties, when impaired by alcohol, drugs, or other substances.
- o) Employees are not to be in the possession of alcohol or illicit drugs when on M.D. property.
- p) While at work, employees are not to engage in any conduct which is prohibited by the Criminal Code or the Controlled Drugs and Substances Act.
- q) Off duty conduct which negatively affects the M.D. or the employee's position or status with the M.D. is not acceptable.

- r) When an employee engages in misconduct, which includes any of the foregoing or any other misconduct, disciplinary action up to and including dismissal for just cause may occur.
- s) An accumulation of incidents of misconduct may result in disciplinary action up to and including dismissal for just cause.
- t) In determining the penalty for misconduct, the M.D. considers the seriousness of the misconduct.
- u) The M.D. has and must follow its Progressive Discipline Procedure.

#### 5.4 Dismissals and Terminations without Just Cause

- a) The M.D. may terminate the employment of an employee at any time without just cause. Subject to any written contract of employment, Permanent Full-Time and Permanent Part-Time employees whose employment is terminated without just cause and other employees who are entitled to notice of termination of employment, the M.D. shall give notice of termination or pay in lieu of, as set out in *Section 56* of the Alberta Employment Standards Code, which will be the maximum notice or pay in lieu of notice entitlement under any statute, or common law or otherwise, and which currently is as follows:

<u>Length of Service</u>	<u>Notice Required</u>
More than 3 months but less than 2 years	1 week
2 years but less than 4 years	2 weeks
4 years but less than 6 years	4 weeks
6 years but less than 8 years	5 weeks
8 years but less than 10 years	6 weeks
10 years or more	8 weeks

Note: Pay in lieu of notice will be strictly monetary.

- b) Employees who have been employed with the M.D. for more than three (3) months but less than two (2) years shall give at least one (1) week of advance written notice of resignation to the M.D.
- c) Employees who have been employed with the M.D. for two (2) years or more shall give at least two (2) weeks of advance written notice of resignation to the M.D.

#### 6.0 Travel, Training and Reimbursement Expenses

For education and training which is work related, employees may be required to travel in their own vehicle and in doing so incur additional expenses. To be paid by the Employer, training and education must be approved before it is taken. Training and education include courses, conferences, and conventions. Approval may include the requirement of the M.D. for the employee to prove in writing successful completion of the course as arranged between management and the employee in writing prior to approval. Training opportunities provide employees with additional skills for the workplace and individual growth while providing the Employer with more skilled personnel. The employee is required to complete a Travel and Expense



Reimbursement Form available through their supervisor. The Employer shall pay registration, travel, and out-of-pocket expenses which are to be reimbursed as follows:

- a) Registration Costs: Course, conference, and convention fees are covered by the Employer.
- b) Mileage: Round-trip kilometers are reimbursed at the rate set by Council. Total mileage calculation to specific destinations shall be searched from an internet mapping site (i.e. Google Maps) using the workplace address as the start location and the destination address as the end location. Should this application be unavailable, odometer readings shall be accepted.
- c) Travel Time (for those eligible for overtime or banked time): For a course, conference, or convention, an employee must attend as required by the Employer. Reasonable travel time shall be banked should it arise outside of their regularly scheduled hours. The calculation will be one (1) hour per 100 kilometers of distance to and from the course, conference, or convention location.
- d) Meals and Subsistence: Employees shall be reimbursed for meals and subsistence at the rate set by Council. The employee is required to complete a Travel and Expense Reimbursement Form available through their supervisor.
- e) Overnight Stays: Employees shall be entitled to overnight accommodations at a rate set by Council per day. Accommodations shall be reimbursed for the day before and the day after the instruction, course, seminar, or attendance at a convention provided the following criteria are met:
  - i. If the employee left their normal place of work at 7:00 a.m. the travel would make them late for the event.
  - ii. If the employee left at the end of the event the travel time to their normal place of work would cause them to arrive there after 8:00 p.m. (refer to 6(c) *Travel Time*).
- f) Boot Allowance: Eligible employees will receive up to a maximum of \$200.00 per calendar year for Canadian Standard Association approved safety footwear. It is at the General Manager's discretion to approve reimbursement of an expense claim with a valid receipt for safety footwear required for use on the job. Prior authorization is required before purchase (refer to Personal Protective Equipment Policy 2A.008(1)).

#### **7.0 Remuneration**

- a) All employees shall be paid at the placement determined by their supervisor as on the wage grid adopted by Council. Grid placement is determined by the type of work performed, experience level, and years of service. When an employee has unsatisfactory performance, with the approval of the CAO, advancement on the salary grid may be delayed.
- b) Any employee hired on a temporary contract position with a specified end date as indicated in the letter of offer shall not be eligible for advancement on the salary grid. Temporary contract employees are however entitled to any Cost of Living Adjustment (COLA) approved by Council.

- c) The employees shall be entitled to an amount set by Council on the pay grid for shift differential. This amount shall be in addition to their regular pay when the employee's regular work schedule as set by their supervisor starts between the hours of 10:00 p.m. and 4:00 a.m. Should an employee be placed on night shift to satisfy a prescribed work modification due to an illness or a work-related injury, shift differential will not apply.
- d) 'Leadhand' means an employee who, over and above their regular duties, at the specific request of the General Manager or designate in writing, agrees to supervise other employees and hired equipment or otherwise provide direction for specifically designated projects or tasks for more than three (3) days. The Leadhand shall receive an amount in addition to the regular rate of pay as set on the pay grid by Council for the responsibilities associated with this role. Overtime rates also apply to the Leadhand additional pay. All hours worked as a Leadhand shall be recorded by the employee on the specified time entry and approved by the supervisor. Leadhand pay is not a pensionable earning. Leadhand pay is not intended for staff that cover limited duties for a supervisor or other employee while that employee is away.
- e) Consideration of incumbency pay will be at the discretion of the CAO. To be eligible, typically the employee must perform all the principal duties of a higher paid position for a qualifying period of no less than 30 days. The incumbency pay would include the 30-day qualifying period. Should financial compensation be approved, it will be established by the duties and responsibilities the employee will be obligated to fulfill during the absence.
- f) Employees shall be paid on-call rates as set on the pay grid by Council.
- g) All payroll payments for employees shall be paid via direct deposit. The frequency of payment will be provided in the employment letter of offer.

#### **8.0 Discrimination**

Discrimination in employment at the M.D. is prohibited on the basis of race, religious beliefs, colour, gender, physical disability, mental disability, age (18 years or older), ancestry, place of origin, marital status, source of income, family status, and sexual orientation. The foregoing is subject to bona-fide occupational requirements, reasonable and justifiable circumstances, and the provisions of the Alberta Human Rights Act.

#### **8.1 Nepotism**

Definition: Favoritism granted to relatives, usually in the form of hiring practices, and employment activities.

Statement: In accordance with human rights legislation, the M.D. will not discriminate in its hiring practices on the basis that a person is a relative to a current employee. However, direct supervision of immediate relatives is prohibited to prevent any conflict of interest or favoritism between the two parties.

Procedure: No General Manager shall have an immediate relative employed within their department. No employee shall be permitted to be in direct supervision of an immediate

relative within the M.D. Existing relationship prior to this amendment shall be managed with a suitable system of checks and balances.

### **9.0 Management Rights**

The Employer, supervisors, and managers have rights which include the following:

- a) The right to hire, promote, demote, transfer, and classify any employee with General Manager's or his/her designate's approval;
- b) The right to determine manpower requirements and to suspend, discipline, or dismiss employees for just cause with General Manager's or his/her designate's approval;
- c) The right to terminate the employment of employees without just cause with the CAO's or his/her designate's approval;
- d) The right to set and determine organizational and operational structures from time to time upon approval of the CAO or his/her designate;
- e) The right to operate and manage the M.D.'s business and to establish and alter from time to time rules, regulations, policies and practices to be observed by employees;
- f) To make, implement and enforce rules and policies;
- g) Determine the nature and type of services to be provided;
- h) Designate the time when work is to be done;
- i) Assign and direct work;
- j) Determine where and when work is to be done and by whom;
- k) Set operating schedules and determine where operations will be done;
- l) Adopt and enforce rules for the promotion of health, safety, efficiency, security, confidentiality, quality control, protection of property, equipment, products services and employees;
- m) Set and determine the qualifications for employees for duties or to perform work;
- n) Determine the methods, processes, techniques for work and operations.

### **10.0 Other Municipal District Policies**

All employees must comply with all other relevant personnel M.D. policies, including those pertaining to their department or workplace environment (see *Attachment B*).

### **11.0 Approval Beyond the Parameters of this Policy**

Any approval related to this policy but beyond the parameters set out within this policy must receive signed approval from the CAO or designate. **Deviations may be made from this policy with the approval of the CAO.**

## Review Period

Within five (5) years from date adopted / amended / reviewed.

## For administrative use only:

<b>Previous Policy Number:</b> (prior to July 24, 2019)	10.12.28
<b>Related Documentation:</b> (plans, bylaws, policies, procedures, etc.)	Attachment A – Schedule of Benefit Premiums Attachment B – List of Other Relevant M.D. Policies Procedure: M.D. Progressive Discipline Procedure

**Schedule of M.D. Benefit Premiums**

**Cost Share between Employee and Employer**

Benefit	Sick Leave	Short-Term Disability	Long-Term Disability	Workers Compensation	Maternity Leave	Parental Leave
<b>MANULIFE – Insurance Services Limited</b>						
Employee	10%	10%	10%	10%	see below	see below
Employer	90%	90%	90%	90%	see below	see below
<b>L.A.P.P. – Local Authorities Pension Plan</b>						
Employee	ee's share	ee's share	Cannot contribute while on LTD	ee's share	Cannot contribute while on E.I.	
Employer	er's share	er's share		er's share		

- (1) Benefit Premiums are based on the employee's earnings at the time of disability/leave.
- (2) Employees are responsible for their benefit premiums as outlined in the Schedule of Benefit Premiums table, on a monthly basis.
- (3) Employees are responsible for their contributions to L.A.P.P. on a per pay period basis.
- (4) Failure to pay benefit premiums will forfeit benefit coverage.
- (5) Long Term Disability (LTD) premiums are as above to a maximum of one (1) year.
- (6) After one (1) year on LTD, the employee is responsible for 100% of the Manulife premiums.
- (7) Maternity/Paternity monthly benefit premium selection options include:

#1	Employee	Employer
1 - 12 months	10%	90%

#2	Employee	Employer
1 - 12 months	10%	90%

13 – 18 months - Pay 100% or cancel benefits for the remainder of the leave

#3	Employee	Employer
1 -18 month	40%	60%

The M.D. will provide any adjustment to benefits should an option be changed after the initial selection. This adjustment shall not exceed the premiums the M.D. would pay for a 12 month leave.

### List of Other Relevant M.D. Policies

- (1) Safety Orientation Handbook: provided to each staff member
- (2) Policy Manual: Policies
  - 1.004 Occupational Health & Safety
  - 2A.003 Donations and Recognitions
  - 2A.005 Motor Vehicle Use
  - 2A.008(1) Personal Protective Equipment – Safety Boots
  - 2A.008(2) Personal Protective Equipment – Coveralls
  - 2A.020 Social Media
  - 2C.001 Injury on the Job – Full-Time and Part-Time
  - 2C.004 Performance Review
  - 2C.005 Employee Compensation
  - 2C.006 Personnel Files
  - 2C.015 Drug, Alcohol and Substance Abuse
  - 2C.016 Workplace Violence and Sexual Harassment