# M.D. of OPPORTUNITY No. 17 PERSONNEL POLICY

TITLE:

**GENERAL POLICY** 

EFFECTIVE DATE:

February 24, 2025

POLICY NUMBER:

P.1

# PURPOSE OF POLICY

This policy is intended to provide a fair and effective system of personnel administration for the Municipal District of Opportunity #17.

# **Table of Contents**

		Page
Α	POLICY STATEMENTS	3
В	REPORTING & APPROVAL STRUCTURE	3
C	DEFINITIONS	3-5
D	EMPLOYEE CODE OF CONDUCT & ETHICS	5
E	HOURS OF WORK & OPERATION	5
	Administrative Staff	5
	Field Staff and Senior Administration	5
	3. Director Discretion	5
F	SALARY & WAGES	5-6
	1. Salary Grid	5
	2. New Employees	5
	3. Increases	6
	Temporarily Occupying a Senior Position	6
	5. Retirement	6
G	INSURABLE BENEFITS	6-7
_	Insurable Benefits Package	6
	No Pyramiding of Benefits	6
	3. Payment of Premiums	6
	Local Authorities Pension Plan (LAPP)	6
	Registered Retirement Savings Plan (RRSP)	6
	Probationary Period & Insured Benefits	6-7
	7. Benefit Carriers	7
	Continuing Benefit Package After One Month Approved Leave	7
	9. Short & Long Term Disability	7
н	UNINSURED BENEFITS	7-10
•••	1. Sick Leave	7-10
	2. Personal Leave.	8
	General Paid Holidays	8-9
	Vacation & Special Leave	9-10
	5. Overtime	10
	6. Stand By & Call Back	10
	7. Leave of Absence without Pay.	10-11
	Leave of Absence without Pay      Leave of Absence with Pay	11
	9. Funerals For Staff	11
ı	HEALTH & SAFETY	11
j.	STAFF DEVELOPMENT & TRAINING	11-12
K	TRAVEL, LODGING, SUBSISTENCE AND OTHER ALLOWANCES	12
L	RECRUITMENT AND SELECTION	12
M	STAFE EVALUATIONS	

# Table of Contents

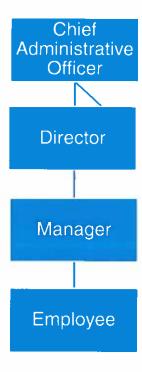
		Page
N	MPLOYEE ASSISTANCE PROGRAM	13
0	DISCIPLINARY ACTION	13
P	ERMINATION	13
Q	PRIVATE USE OF MD EQUIPMENT & SUPPLIES	14
R	MUNICIPAL CELLULAR TELEPHONE USE	
S	MPLOYEE USE OF MD VEHICLES	15
Т	VORKERS' COMPENSATION	15
U	VORKING ALONE	
V	ION-SMOKING FACILITIES	16
w	GRIEVANCE RESOLUTION	16
X	POLICY APPROVAL	
Υ	MENDMENT DATES	16-17
	EDULE "A" - CODE OF ETHICS	18
	. Outside Employment	18
	Dealings with Relatives	18
	Misuse of Information & Public Statements	
	. Criminal Offences	19
	. Acceptance of Gifts	19
	. Political Activity	
	Revision, Penalties & Appeals	
	Endorsement & Implementation	
	Conflict of Interest	
	Confidentiality	19-20
	1. No Discrimination	
	2. Nepotism	20-21
SCH	EDULE "B" - OVERTIME COMPENSATION	. 22
	. Overtime Compensation – Pay	
	. Overtime Compensation – Time of in Lieu (TOIL)	
SCH	EDULE "C" - TRAVEL STATUS COMPENSATION	23
	A. Meals	
	3. Travel	
	2. Parking Fees/Fines	
	D. Personal Expense Allowance	23
	Lodging	
	. Submission of Expense Claims	
	EDULE "D" – APPROVED SALARY GRID Salary Grid	24
	EDULE "E" - LOCAL AUTHORITIES PENSION PLAN LAPP	25
	IEDULE "F" - CALCULATION OF SICK FOR FIRST YEAR OF SERV	ICE

# A. POLICY STATEMENTS

- 1. The content of this policy provides definitions, guidelines and explanations regarding the working conditions of the municipality.
- 2. The policy describes the overall administration of the personnel insured and uninsured benefits.
- 3. The policy promotes a fair relationship between the employee and employer as well as other human resource issues.
- 4. An Employment Relations Committee may be established to obtain input and review the policy, to help foster and maintain a harmonious working relationship among all employees of the Municipal District.
- 5. All general staff policies and administrative matters are outlined below and apply to all staff employees except where noted.

# B. <u>REPORTING & APPROVAL STRUCTURE</u>

1. The organization chart of the M.D. of Opportunity No. 17 is established by the CAO who ensures positions are added or deleted to the chart as may be required from time to time. The reporting and approval hierarchy for the benefits outlined in this policy is as per the chart below:



# C. <u>DEFINITIONS</u>

- 1. "Administrative Staff" means employees whose normal work is administrative in nature and who typically work indoors.
- 2. "Call back" occurs when an employee is required to return to work after the completion of their regular shift on that day, or on a day when they are not scheduled to work.
- 3. "CAO" means the Chief Administrative Officer of the M.D. of Opportunity.
- 4. "Employees" means all persons employed with the municipality. Employees may be employed on a "permanent", "temporary" or "casual" basis.

- 5. "Field Staff" includes transportation, public works, facility maintenance and enforcement.
- 6. "Immediate Family" means:
  - a. Employee's Family spouse, parents, grandparents, brothers, sisters, children and grandchildren, sister-in-law, brother-in-law, person's under their legal guardianship;
  - b. Employee's Spouse's Family parents, grandparents, brothers, sister, children and grandchildren, person's under their legal guardianship;
- 7. "Letter of Offer" is the employment letter outlining the terms of employment with the MD of Opportunity #17.
- 8. "Long Term Disability" is an illness or injury that causes an employee to be absent from duty for longer than the period covered by sick leave and short term disability.
- 9. "Director(s)" means the departmental director or the person filling the director's position for a defined period of the director's absence.
- 10. "Overtime" means hours worked exceeding the employee's regularly scheduled hours per day or hours per week, whichever is greater.
- 11. "Payroll Definitions of Employee Status" are:

# 11.1 PERMANENT (Eligible for MD Insured and Non Insured Benefits):

- a. "Salary" is an employee whose terms of employment state the hours of work as 36.25 or 40 hours per week. Directors, Managers and Supervisors are ineligible for overtime payment or Time Off in Lieu and are compensated for overtime by one additional week of vacation or as approved by the CAO.
- b. "Wage" is a full-time employee whose regular hours of work are either 36.25 or 40 hours per week. A wage employee is eligible for overtime compensation either by pay or by Time off in Lieu, or as set out in an overtime agreement. These employees receive both insured and non-insured benefits. "Part-Time" is an employee whose regular hours of work are at least 21.75 hours a week to be eligible to receive both insured and non-insured benefits.
- c. "Part-Time employees who are not eligible for insured benefits but work 20-40 hours per week and are on a monthly schedule.

# 11.2 <u>TEMPORARY (Not eligible for MD Insured Benefits):</u>

- a. "Full Time Temporary" is an employee whose regular hours of work are either 36.25 or 40 hours per week with a pre-determined end date. A temporary full time employee is eligible for overtime compensation either by pay or by Time off in Lieu, or as set out in an overtime agreement. A full time temporary employee is eligible only for the required benefits under the Alberta Employment Standards Code.
- b. "Part Time Temporary" is an employee whose regular hours of work are at least 24 hours a week, and whose employment has a pre-determined end date. A part time temporary employee is only eligible for the required benefits under the *Employment Standards Code*.

# 11.3 CASUAL (Not eligible for MD Benefits):

- a. All casual employees are employed on an "as needed" basis and have no guaranteed hours of work.
- 12. "Personal leave" means a leave which causes an employee to be absent from duty for personal reasons.

- 13. "Sanitary Services" means the delivery of potable water and the removal of sewage and garbage.
- 14. "Short Term Disability" is an illness or injury that causes an employee to be absent from duty for a period. Payments begin for injuries on the first day of total disability and for illness, on the 8th calendar day of uninterrupted total disability, or the day the employee is hospitalized, whichever is first. The total benefit period is a maximum of 17 weeks.
- 15. "Sick Leave" means an illness, medical appointments for employee and their immediate families, quarantine, or accident for which compensation is not payable under the Workers' Compensation Act which causes an employee to be absent from duty for a period up to five (5) consecutive work days.
- 16. "Stand-by" refers to a period where an employee whereby they are required to be readily available to respond and return to work in fit condition to execute their duties. Standby may also be referred to as "on call" waiting and ready for work utility operators, systems operators, facility maintenance, transportation, recreation, enforcement, & medical centre staff may all be assigned stand by duty.
- 17. "TOIL" (time off in lieu) means overtime compensated with paid time off calculated at the employee's regular rate of pay.
- 18. "Travel Status" means when an employee is traveling out of the Municipal District or away from the community in which that employee is normally stationed, for the purpose of conducting municipal business or attending training sessions.

# D. EMPLOYEE CODE OF CONDUCT & ETHICS

- 1. The M.D. of Opportunity No.17 supports the principle that their employees will conduct themselves in a professional fashion and fulfill their duties in the public service with courtesy, honesty, respect, integrity and due diligence. A detailed Code of Ethics is attached to this policy as Schedule "A".
- 2. The CAO seeks final approval from Council for all amendments to the Personnel Policy.

#### E. HOURS OF WORK AND OPERATION

This part provides the basis for establishing work schedules and for the calculation and payment of overtime, but shall not be read or construed as a guarantee of hours of work per day or week or a guarantee of days of work per week.

#### 1. Normal Hours of Work for Administrative Staff and Senior Administration

The normal hours of work for administrative staff shall be thirty-six and one quarter (36.25) hours per week, comprised of 7.25 hours per day from 8:15 am - 4:30 p.m. five days per week, Monday through Friday with a one hour lunch break and a 15 minute rest break in the morning and in the afternoon.

## 2. Normal Hours of Work for Field Staff

The normal hours of work for field staff shall be forty (40) hours per week, comprised of 8 hours per day, five days per week, Monday through Friday, or a scheduled work period cycle as determined by the appropriate director.

#### 3. Director Discretion

Directors may, at their discretion, change the hours of work and operation from time to time to ensure the provision of essential services.

#### F. SALARY & WAGES

#### 1. Salary Grid

The CAO shall develop and maintain a Salary Grid for all employment positions in the municipality.

# 2. New Employees

New employees shall be placed on the Grid in accordance with their experience and qualifications. Where it is found after three (3) months that an employee has been misplaced on the Grid, they may be relocated to the appropriate level upon approval of the CAO.

# 3. Increases

- a. The Salary Grid may be increased annually based on the Alberta Consumer Price Index.
- Increase in pay based on the annual performance appraisal will be at the discretion of the Director or CAO.
- c. Pay increases will be based upon the council approved annual budget.

#### 4. Temporarily Occupying a Senior Position

An employee temporarily occupying a senior position for more than ten (10) working days and performing a substantial amount of the principle duties of the senior position may be paid acting pay at the discretion of the CAO. The pay rate shall be determined using the lowest salary grid step of the senior position which pays more than the salary grid position which the employee normally occupies. That pay rate will be prorated for the number of days which the employee occupies the senior position (including the ten working days required to qualify for acting pay).

#### 5. Retirement

Staff who have served a minimum of ten (10) years of actual operational service, a permanent full time employee, as well are Fifty-Five (55) years or older, are entitled to an additional severance payout equal to three (3) months' salary. This severance will be taxed as per normal CRA rates.

#### **G. INSURABLE BENEFITS**

### 1. Insurable Benefits Package

The CAO shall develop and maintain an insurable benefits package for eligible employees.

# 2. No Pyramiding of Benefits

Except where expressly provided, there shall be no pyramiding of benefits provided under this policy. For example, a person on short term disability cannot also claim extra pay for a statutory holiday.

# 3. Payment of Premiums

The premiums for the insured benefits package shall be shared by the employer and the employee or councilor in accordance with the following schedule:

Benefit	Employer %	Employee %
Provincial Health Care Premium & Fees	100	00
Life and Accidental Dismemberment	100	00
Short Term Disability (N/A to councilor)	100	00
Long Term Disability (N/A to councilor)	100	00
Extended Health	100	00
Dental	100	00
Pension (N/A to councilor)	In accordance	with plan regulations

# 4. Local Authorities Pension Plan (LAPP)

The rules and regulations regarding the operation of the Pension Plan are dictated by the Plan, the details of which are contained in the Pension Plan information. (See Schedule E)

# 5. Registered Retirement Savings Plan (RRSP)

The MD of Opportunity No. 17 shall provide a matching Registered Retired Savings Plan (RRSP) contribution of a monthly maximum amount of \$400.00 for a maximum of \$4,800 annually. The CAO shall determine an appropriate RRSP financial institution and shall establish a RRSP account for each employee at that institution. Deductions from employee earnings shall be made on a monthly basis.

#### 6. Probationary Period and Insured Benefits

Employees hired on a permanent basis shall be subject to a three to six (3-6) month probationary period but will qualify for the insured benefit program at the completion of three (3) months employment. The CAO has the authority to waive the probationary period on recommendation of a Director. Participation in the insured benefit program is compulsory for all eligible employees unless they provide proof of similar or superior coverage elsewhere.

#### 7. Benefit Carriers

- a. The MD of Opportunity No. 17 retains the right to review and change benefit carriers and/or coverage from time to time as it deems appropriate. Employees will be advised in writing of any changes.
- The benefit carrier makes all decisions regarding the benefit program at their sole discretion according to the policy terms. MD of Opportunity No. 17 bears no responsibility or liability for such decisions.

### 8. Continuing Benefit Package After One Month Approved Leave

8.1 Employees on an approved leave of absence without pay in excess of one (1) month shall have the option of continuing benefit coverage by paying on a month to month basis.

# 9. Short and Long Term Disability

9.1 Short & Long Term Benefit Program

Employees shall be provided with support in accordance with the short term and long-term insured benefit program provided by the municipality.

9.2 Leave of Absence without Pay

Where an employee is on a short or long term disability leave of absence and the leave continues, the Employee shall be deemed to be on a leave of absence without pay.

9.3 Return to Active Employment

In the case of a new disability, full benefits will be reinstated within one month of return to active employment following the latest absence due to illness or injury.

9.4 Leave of Absence Exceeding Maximum Period

If the duration of the leave of absence exceeds the 2 year maximum period, the employment relationship shall be deemed terminated.

# H. UNINSURED BENEFITS

For all uninsured benefits, the established administrative procedures shall apply.

#### 1. Sick Leave

a. Sick Leave - After Full Year of Service

Permanent employees are entitled to ten (10) working days of sick leave without loss of pay which are allotted on January 1st of each year.

Permanent part time employees (who don't pay into insured benefits) are entitled to five (5) working days of sick leave without loss of pay which are allotted on January 1st of each year.

- i) Unused sick leave will be paid to the employee at a rate of 50% of the unused days from the prior year in January, annually, providing:
  - 1. The employee remains employed with the MD.

#### b. Sick Leave - Less Than One Year of Service

New permanent employees are entitled to sick leave pro-rated to from their start date.

- i) Unused sick leave will be paid to the employee at a rate of 50% of the unused days from the prior year in January, annually, providing:
  - 1. The employee remains employed with the MD.
- ii) See Schedule F for to see how sick days are calculated.

# c. Sick Leave - Probationary Period

Probationary employees are not entitled to use sick leave until such time as they have successfully completed their probationary period.

#### d. Sick Leave incurred During Vacation

Sick leave will not be paid in respect of illnesses or injuries which are incurred during the period of scheduled vacation once vacation leave has commenced, except where the employee provides proof of hospitalization as a result of such illness or injury. In the event that the illness or injury prevents the employee from resuming their duties at the conclusion of the vacation period, the employee will be entitled to paid sick leave, where eligible, at that time.

## e. Other Employment During Sick Leave

An employee who is on sick leave is not permitted to be gainfully employed during the period of absence due to illness or injury, or use the approved time off for personal gain of any kind. If an employee is found to be abusing sick leave in any way, or using it for personal gain, the Employee may be terminated immediately for just cause.

#### **Director Discretion**

The Department Director may require a physician's certificate or a nurse practitioner for any sick leave absence at his or her discretion. However, employees on sick leave for a period of three consecutive days or more will be required to submit a physician's or nurse practitioner certificate upon return to work.

# 2. Personal Leave

#### a. Personal Leave per Year

Permanent employees are entitled to and can accumulate up to a maximum of six (6) working days (1/2 day/month) of personal leave per year without loss of pay. Permanent part time employees (who do not pay into benefits) are entitled and can accumulate up to a maximum of three (3) working days of personal leave per year without the loss of pay. Probationary employees accrue personal leave while serving probation, they are not entitled to use such leave until such time as they have successfully completed the probationary period. Requests exceeding the 1/2 day per month shall be approved by the Director.

# i). Un-used Personal Leave

Un-used personal leave is not carried over from one year to the next; it is removed after each vear end (December 31sl).

# 3. General Paid Holidays

#### a. General Paid Holidays

Employees are allocated one day's paid leave for each of the following holidays:

New Year's Day

Labor Day

Family Day

Truth & Reconciliation Day

Good Friday Easter Monday Thanksgiving Day Remembrance Day

Victoria Day

Christmas Day Floater Christmas Day

Indigenous Peoples Day Canada Dav

Civic Holiday (August)

**Boxing Day** 

and any other day designated by the Government of Canada, Alberta or MD of Opportunity No. 17 Council. The established administrative procedures shall apply.

# b. Christmas Holiday Season

The CAO shall approve the Christmas Holiday Season for all staff and ensures that the essential services and facilities remain operational with no disruption of service to the residents.

#### c. Time Off in Lieu of General Paid Holiday

If an eligible employee's regular day off falls on a general paid holiday, the employee shall be allocated another day off in lieu at the regular rate to be taken on the next scheduled working day or on a day as mutually agreed to by the Director and employee and must be given not later than the employee's next annual vacation.

#### 4. Vacation and Special Leave

#### 4.1 Vacation Leave:

- a) An employee who has completed less than one (1) calendar year shall receive 1.25 work day's vacation for each calendar month completed.
- b) All permanent employees who have completed at least one calendar year shall receive vacation according to the following schedule:

Less than 1 year	prorated
1 to 2 years	15 working days
2 to 3 years	16 working days
3 to 4 years	17 working days
4 to 5 years	18 working days
5 to 6 years	19 working days
6 to 7 years	20 working days
7 to 8 years	21 working days
8 to 9 years	22 working days
9 to 10 years	23 working days
10 to 11 years	24 working days
11 plus years	25 working days

- c) When the employee is hired on a contract basis, vacation must be negotiated.
- d) The CAO negotiates vacation allotment with Council; Directors negotiate vacation allotments with the CAO.
- e) The maximum carry-over of vacation time to the following year is 10 working days and any hours excess of 10 working days must be used by March 31 of the following calendar year and a payout option is subject to Director and or CAO approval.
- f) Requests for vacation leave in advance are subject to director approval and may not exceed fifteen (15) working days within the calendar year they will be earned.
- g) Except in cases where employment has terminated, vacation entitlement will be taken as paid time off.

#### 4.2 Special Leave

All employees may request special leave. Special leave with pay may be granted by the CAO for the following circumstances:

- a) Bereavement in the immediate family five (5) days, as approved by the immediate supervisor. Employees are allowed to utilize this leave two times a year.
- b) Administration of estate or disaster conditions one (1) day
- c) Be present at the birth or adoption proceedings for children of the employee one (1) day
- d) Other circumstances as approved by the CAO.
- e) Management leave is given at the discretion of the CAO in recognition of additional hours worked or special circumstances. Once management has reached their five (5) days in lieu

of actual worked OT, they can bank their OT. This additional overtime can only be used as time off in lieu. All overtime is to be tracked.

#### 5. Overtime

# 5.1 Overtime Hours

- a. Compensation of overtime hours may be subject to budgetary constraints or as determined by the Director.
- b. Overtime compensation and overtime agreement is described in detail in the attached Schedule "B".
- c. Overtime situations must be authorized by the employee's supervisor/Director before the event or, in emergency situations, as soon after the event as is reasonably possible.
- d. Employees shall be required to enter into overtime agreements with the municipality.

## 6. Stand By & Call Back

# 6.1 Stand By:

- a) Any employees may be assigned stand by duty on their days off or after their regular hours of work which requires them to be readily available to respond and return to work in fit condition to execute their duties.
- b) Stand by shall, to the greatest extent possible, be shared equally amongst employees qualified to do the work required.

#### c) Payment for stand by shall be:

- c.1 Two hours at the employee's regular wage rate per day for each day off they are assigned stand by.
- c.2 One hour at the employee's regular wage rate per day for each day they are assigned on call after their regular work hours.

#### 6.2 Call Back:

- a) Call back occurs when an employee is required to return to work after their regular work hours or on a day off.
- b) Where an employee is called back, they shall be paid a minimum of two (2) hours at the employee's regular wage rate as a minimum guarantee;
- c) All hours worked in excess of 3 hours shall be paid as overtime.

#### 7. Leave of Absence without Pay

#### 7.1 Education Leave

Leave without pay for reasons such as education may be granted by the Director for periods of time not exceeding one (1) month and by the CAO for longer periods up to a maximum of one (1) year. The CAO shall report all such leaves granted to Council.

# 7.2 Requests for Leave

The employee must request leave without pay as soon as possible for leave periods of one (1) month or shorter, and at least one (1) month in advance for leave periods extending beyond one (1) month. Exceptions will be allowed for emergencies. Directors can approve a leave up to thirty (30) days anything over 30 days must be approved by the CAO.

# 7.3 Leave of Absence Exceeding Maximum Period

If the duration of the leave of absence exceeds the 2 year maximum period, the employment relationship shall be deemed terminated.

#### 7.4 Health Benefit Coverage

If a full-time employee is on a leave of absence and desires health benefit coverage while on leave, MD of Opportunity No. 17 will maintain coverage, but the employee must pay monthly, one

hundred percent (100%) of the benefit costs. If the premiums are not paid within thirty (30) days of the invoice date, the employee on leave will be terminated from the health benefit plan.

# 8. Leave of Absence with Pay

#### 8.1 Jury Duty

MD of Opportunity No. 17 will grant a leave of absence without loss of regular earnings to an employee who is called to jury duty provided that the employee reimburses MD of Opportunity No. 17 for any amounts provided to them by the Court relative to such duty.

#### 8.2 Court Appearance

MD of Opportunity No. 17 will grant a leave of absence without loss of regular earnings to an employee who is required to testify at a Court proceeding involving MD of Opportunity No. 17.

#### Funerals For Staff

- 9.1 M.D. Council recognizes some responsibility toward funeral expenses for current M.D. Staff and active M.D. Fire Fighters.
- 9.2. The following Funeral Costs as identified in sub-sections 9.2.1 through 9.2.6 shall be considered for reimbursement or payment directly to an organization or agency providing services, with the total of payments and/or reimbursements not exceeding the maximum amount of \$2500.
- 9.2.1 Payment for the use of the Municipal Hall for Wake;
- 9.2.2 Payment of Family Wreath for Casket;
- 9.2.3 Payment of Casket;
- 9.2.4 Payment of Funeral Services if applicable;
- 9.2.5 A donation of Food Costs; and
- 9.2.6 Any other associated funeral costs as per the Funeral Director

#### I. HEALTH & SAFETY

#### 1. Safety Program

- 1.1 It shall be the responsibility of the CAO to ensure that safety policies for all aspects of administration and operations are in place and adhered to.
- 1.2. Employees are bound by safety policies and the failure to adhere to the policy or the intentional disregard for safety procedures will result in discipline, up to and including immediate termination for just cause.
- 1.3. MD of Opportunity No. 17 encourages and invites input from employees regarding health and safety issues as well as suggestions for addressing such issues. No employee will suffer any retaliation or repercussion relative to any term and condition of employment as a result of having raised a reasonable health and safety concern.

# J. STAFF DEVELOPMENT & TRAINING

1. Training & Educational Courses - No Loss of Earnings

All training and educational courses must be approved by the Director. Employees who are required to attend training or educational courses will suffer no loss of regular earnings, nor will they bear the cost of such training. Funds for staff training will be provided in the annual budget and the established administrative procedures shall apply.

# 2. Training & Educational Courses Non-Related to Duties

Requests to attend training or educational programs unrelated to the employee's duties will not be granted.

# 3. Non-attendance of Training

Non-attendance of courses and/or training will be disciplined by the Director and may require that the employee reimburses the MD for all training related costs or at the discretion of the Director.

## 4. Travel

Where such travel occurs outside normal working hours, travel time will not be compensated unless approved by the Director.

# 5. Tuition

The MD may, at the discretion of the Director or CAO, pay tuition costs for employees either with an up-front payment per semester/school year or with reimbursement after the employee demonstrates they have successfully completed their course(s).

# K. TRAVEL, LODGING, SUBSISTENCE, AND OTHER ALLOWANCES

#### 1. <u>Incurred Expenses</u>

Expenses actually incurred and paid for by the employee for travel, lodging and subsistence as a result of work or training requirements will be compensated.

#### 2. Reasonable Expenses

Where an employee chooses for personal reasons to incur expenses over and above what is considered reasonable, the employee will be reimbursed for that portion of the expenses which is considered reasonable. Schedule "C" is attached as an addendum to this policy which outlines compensation allocations.

#### 3. Boot Allowance

Employees who require safety footwear to perform their duties may claim reimbursement up to \$100.00 upon submission of a purchase receipt

#### 4. Davcare Scrub Allowance

Employees who require scrubs to perform their duties may claim reimbursement up to \$200.00 per year upon submission of a purchase receipt. Employees must be employed for six or more months to qualify for the Scrub Allowance.

#### L. RECRUITMENT AND SELECTION

- 1. When a new position is created, a vacancy in a permanent position occurs, or temporary staffing requirements arise, the employer will determine whether the vacancy should be filled.
- Council will hire the CAO and the CAO will hire all other employees. MD of Opportunity No. 17 will hire the best applicant for the position.
- 3. A new employee filling a salary or wage position shall serve the required probationary period of three (3) months from the date of hire, unless otherwise stipulated in the Letter of Offer. The established administrative procedures shall apply.

#### M. STAFF EVALUATIONS

CI

- 1. The employee's Director, Manager or Supervisor, or the CAO, will conduct performance appraisals annually on the employee's anniversary date.
- 2. The employee's anniversary date changes only when the employee is transferred or reclassified from their original position to a new position.

# N. EMPLOYEE ASSISTANCE PROGRAM

 Counselling assistance may be provided through the Health Benefit carrier at the discretion of the employer to those employees requiring such assistance.

# O. DISCIPLINARY ACTION

- 1. Progressive discipline may be used to improve employee's job performance, enforce rules in the workplace (such as poor attendance, tardiness, or insubordination), and to correct an employee's poor attitude towards other employees. In the event an employee fails to competently and cooperatively perform the duties and responsibilities of his or her position, the CAO or designate shall initiate disciplinary action designed to restore a desirable level of productivity in the following steps:
  - a) Coaching (informal): not meant as disciplinary and meant to provide guidance:
  - b) Verbal written warning (formal): this should only happen after the director or manager has attempted to coach the employee for improvement;
  - Written discipline (formal): this should be for a related offence and have both the coaching and verbal attached to it, unless the offense is serious in nature and by itself warrants the written warning;
  - d) Final Written Discipline with corrective strategies (formal)" this should be related to previous discipline; the employee should clearly understand that this is the final warning;
  - e) Termination.

# P. TERMINATION

- 1. The CAO shall have the authority to terminate any employee.
- 2. All appeals shall be made to the CAO in writing. On appeal by a terminated employee, the CAO will have the authority to uphold the termination or reinstate the employee.

# 3. "Without Cause":

- a. Termination notice or pay in lieu of notice will comply with and follow the *Employment Standards Code*.
- b. Termination for reasons of position abolishment will comply with and follow the *Employment Standards Code*.
- c. Termination may be compensated otherwise on a case by case basis wholly at the discretion of the CAO, unless otherwise agreed upon in a Letter of Offer.

#### 4. "With Just Cause":

- a. MD of Opportunity No. 17 reserves the right to terminate any employee at any time for "just cause".
- b. Compensation for termination for just cause shall not be made unless so ordered by a Court having jurisdiction.

- c. Prior to making any decisions relative to termination, MD of Opportunity No. 17 may consult with legal counsel.
- d. Any employee who is absent for three (3) consecutive days without notifying their Director, Manager or their supervisor, shall be considered as having terminated their employment. (Job Abandonment)

# Q. PRIVATE USE OF MD EQUIPMENT AND SUPPLIES

- 1. Employees may not use MD equipment and supplies for personal use.
- Notwithstanding the foregoing, employees may occasionally use office equipment for personal and charitable purposes (excluding commercial uses), subject to the use not interfering with the operations of the municipality, subject to the employee paying the charges for fax and telephone calls. Prior permission must be granted by the CAO, Director, the Manager, or the Supervisor.

# R. MUNICIPAL CELLULAR TELEPHONE USE

- The MD cell phones are the property of the Municipal District of Opportunity and are to be used for corporate purposes and limited personal use. All users have a responsibility to use the telephone system in a professional, lawful and ethical manner. Abuse of the system may result in disciplinary action, up to and including termination.
- 2. When the type of work being done dictates that an employee must be available by cell during work hours and after hours a cellular telephone and appropriate plan will/may be provided to the employee.
- 3. If the employee chooses to continue with the use of their personal cellular phone rather than carry two phones, the County may reimburse them at a rate based on an equal cost to the County of providing a phone.
- 4. If the employees are to use the telephone only for after hours on call or texting requirements \$120.00 per month will be reimbursed.
- 5. The phone, if supplied, is provided for users to conduct business on behalf of the County. This includes email, texting and Internet usage.
- 6. Users must adhere to policies of the Municipality at all times when using the system.

#### 7. Prohibited Use:

- a) Download applications other than free business related software. All software must be used only under the terms of license
- b) Uploading any software or data licensed to the Municipality without documented authorization from the Director or Manager responsible for the data or software
- c) Access unauthorized data or resources
- d) Send or forward chain letters, junk or spam mail
- e) Personally profit from any personal or commercial activity
- f) Transmit copyrighted, confidential or protected information to unauthorized users or the public
- g) Deliberately propagate any virus program
- h) Intentionally disable, defeat or circumvent any network security measures
- Downloading, transmitting, displaying, archiving, editing or recording material that is illegal, profane, racist or libelous

#### 8. Personal Use:

 a) Limited appropriate personal use of the telephone system is permitted if such use does not violate any other policies, provision guideline or standards of this policy or any other policies of the County.

## 9. Expectation of Privacy:

b) Employees should have no expectation of privacy in anything they create, store, send or receive using the County cellular or land line system.

# S. EMPLOYEE USE OF MD VEHICLES

The municipality provides a vehicle to employees who require a vehicle to perform their normal duties.

- All municipal employees are expected to come to work in their own personal vehicles.
- 2. Employees are to use company vehicles only during regular working hours and for the performance of their normal duties.
- 3. Employees are to park the company vehicles in the municipal vehicle compound once their normal working day is complete.
- 4. Employees who are on an "stand by" basis for emergencies, etc. are expected to use a company vehicle with a clear "ON CALL" marking.
- 5. The Directors or Managers may authorize employees to use a municipal vehicle for travel from their residences to their places of work or training when it is advantageous to the municipality that employees leave directly from the residence.
- 6. The Directors may authorize employees to take a vehicle home if they are arriving home late from a training session or if returning from out of the home working area and return to compound the next working day.
- 7. The Directors will authorize the use of a vehicle in the event other rare abnormal circumstances arise; a record of approval must be kept so that the Directors can report on the authorization.
- 8. Family members of an employee are permitted to accompany the employee in a municipal vehicle as authorized by the CAO and only when a waiver form is completed by the family member. Members of the general public shall not accompany the employee in a municipal vehicle.
- 9. Security personnel are authorized to have ride along individuals in a municipal vehicle during their regular working shifts subject to the ride along individual completing a waiver form.
- 10. Failure to adhere to this policy may result in the removal of authority to use a municipal vehicle.

#### T. WORKERS' COMPENSATION

 An employee, who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of MD of Opportunity No. 17 within the meaning of the Workers' Compensation Act, shall receive compensation directly from the Workers' Compensation Board for the period of disability extending past the date that the accident occurred. The established administrative procedures shall apply.

# Leave of Absence Exceeding Maximum Period If the duration of the WCR leave of absence exceeds

If the duration of the WCB leave of absence exceeds the 2 year maximum period, the employment relationship shall be deemed terminated.

# **U. WORKING ALONE**

1. To the greatest extent possible, MD of Opportunity No. 17 wishes to limit the hazard of working, and whenever possible, MD of Opportunity No. 17 will take reasonable steps to ensure that employees are not required to work alone, however, this may not always be possible due to operational requirements, the need to respond to emergent situations, or other unforeseen circumstances. The established administrative procedures and guidelines are to be followed by all municipal employees.

# V. NON-SMOKING FACILITIES

- 1. All offices, buildings and facilities of the M.D. of Opportunity No. 17 are hereby declared to be non-smoking facilities.
- 2. Disciplinary action may be taken with any employee that does not adhere to this provision.

# W. GRIEVANCE RESOLUTION

1. If an employee wishes to resolve a grievance, the employee shall follow the established reporting and approval Hierarchy Structure on Page 3 of this Policy.

# X. POLICY APPROVAL

1. This policy was approved by the Council on January 25, 2023.

# Y. AMENDMENT DATES

AMENDED:

APPROVED:	March 27, 2002
AMENDED:	June 9, 2004 (remove "and their families" On Clause F.1)
AMENDED:	September 22, 2004 (remove "Council" from Clause 9.01)
AMENDED:	January 19, 2005
AMENDED:	September 13, 2006 (Short Term Disability added)
AMENDED:	November 8, 2006 (Employees use vehicles when on-call with "On Call"
	Markings on Vehicles)
AMENDED:	November 22, 2006 (Christmas Floater added as Stat Holiday)
AMENDED:	December 11, 2006 (Alberta Consumer Price Index – salary grid increase)
AMENDED:	December 11, 2006 (Code of Ethics - approved)
AMENDED:	January 24, 2007 (Remove "entitlement" & add "3-Good" - TABLED)
AMENDED:	February 14, 2007 (Remove & replace "entitlement" with "allocated" and
	add "3-Good)
AMENDED:	March 14, 2007 (Add Clause #4 under N-Severance Policy)
AMENDED:	May 9, 2007 (Add under "P" - personal use of physicians is permitted)
AMENDED:	December 12, 2007 (Amendments to replace HRC with Manager; add Clause
	6.01 a)
AMENDED:	February 2, 2009 (total review of document & amendments made)
AMENDED:	March 11, 2009 (Remove section of "Political Activity")
UPDATED:	April 2, 2009 (Removal of "Employee Relations Committee")
AMENDED:	November 6, 2012 Amendments approved throughout document.
AMENDED:	May 8, 2013 (Change Vacation Leave allotment rate and add "Leave in Advance" s. 4.1.f.)
AMENDED:	February 26, 2014 (Add vacation payout limitation and boot allowance.)
AMENDED:	August 9, 2017(Add "person's under their legal guardianship" on C.6.a & b, add "nurse
	practitioner" to H.1.f, add 5 step discipline process on Clause P, add "in writing" to s.q.2,
	add "permanent" to s.4.1.4, add "all staff" to s.4.2, Clause Q4d, added job abandonment
AMENDED:	November 22, 2017 (Add "employees electing to take meals other than those included,
	Schedule "C" Section A 2.
AMENDED:	April 25, 2018 (change Overtime Compensation – Time off in lieu to six months –Schedule "B"
	Section 2c and 2d
AMENDED:	June 19, 2019 (Overtime compensation in special circumstances such as ECC) - Schedule "B"
	Section 1d

August 28, 2019 (Remove the Sanitary Services Premium s.f.5 from policy)

September 18, 2019 (Addition to Section H.1 – Unused Sick Leave)

CT

AMENDED: November 6, 2019 (Change in Vacation Leave, Add "and Senior Administration" after E.2

Normal Hours of Work for Field Staff"

AMENDED: January 8, 2020 (Section H – Vacation Leave 4.1a, Special Leave 4.2 a,b,e, Schedule "C" – Section

B - Travel - MD Vehicles 2, Personal Vehicles 3a,b,c,d, Section D - Personal Expense Allowance)

AMENDED: December 9, 2020 - Section F - Salary & Wages - Addition #5. Retirement

AMENDED: May 26, 2021 - Section G Insurable Earnings 4. LAPP( see Schedule E) Section H - Uninsured

Benefits 1.a and ii (see schedule F),4.1e Vacation Allotments, 7 Leave of absence without pay – remove 7.5 LAPP, add Section 9; Funeral Costs for staff Remove Section I, Add Section S –

Municipal Cellular Telephone Use

AMENDED: Feb 23, 2022 - Section 4.1 b. Vacation Leave increased; Section 4.1 f. 10 to 15 days; Section 7.2:

Directors can approve up to 30 days, anything over 30 days must be approved by CAO.

AMENDED: June 22, 2022 - Section E

Schedule B. 3. All staff qualifies to be compensated for MD business travel at CRA rates.

AMENDED: January 25, 2023

Section11.1 PERMANENT (Eligible for MD Insured and Non Insured Benefits);

Added permanent part time employees definition eligible for non insured benefits.

H. Uninsured Benefits - 1 a) I Permanent Part Time Employees eligible for 5 sick days a year.

2.a Permanent Part Time Employees are eligible for three personal days a year.

AMENDED: July 26, 2023 Section 3.a Added the National Indigenous Peoples Day as recognized MD Stat.

Section 4.2.a Change Bereavement leave from 3 to 5 days. Section 4.2 e If management uses more that the 5 days in lieu of overtime, then TOIL will be given. Section R: Change cell phone

reimbursement to \$120 per month. Replace all mentions of County and to Municipality.

AMENDED: March 26, 2024 Section G. 3 Insurable Benefits: Change Short Term and Long Term to 100%

employer paid from 100% employee paid.

AMENDED: October 30, 2024 Section K. 4. Travel, Lodging, Subsistence and Other Allowances: add Daycare

Scrub Allowance. Changed Schedule C: Travel Status Compensation: Section D: Personal Expense Allowances – change to Incidental Allowance and change rate to CRA rate and Section E: Lodging: change rate to CRA rates. F: Submission of Expense Claims: removed: The failure

to do so may result in expenses not being reimbursed.

AMENDED: February 24, 2025 Section H.9 Funerals for Staff Subsection 9.1 to include active Fire Fighters

and 9.2 change funeral amount to \$2500.

# M.D. Of OPPORTUNITY NO. 17 PERSONNEL POLICY (P.1)

#### SCHEDULE "A" - CODE OF ETHICS

# **PURPOSE**

Public service is an honorable tradition. A Code of Ethics is designed to provide employees with general guidelines of behavior related to their employment with the Municipal District. The basic code applies to all the employees, including the management team. It is expected that the CAO and the management team will lead by example.

This Code of Ethics is provided to ensure all employees are aware of the expectations of the management and council. It should:

- a) provide guidance and direction in the performance of their duties within the municipality;
- b) ensure orderly operations and provides for the best possible work environment;
- c) encourage the provision of high quality service to the public and to the MD of Opportunity No. 17;
- d) promote a workplace in which all people are respected with the intent to work together to achieve common goals;
- e) promote employee conduct in such a way as to protect the interests, rights and safety of all employees;
- f) provide structure to ensure that the employee does not use or appear to use his or her position to gain a personal benefit that is not available to other persons;
- g) support employees to further the objectives of MD of Opportunity No. 17 and to abide by the policies, rules and regulations established and approved by MD of Opportunity No. 17;
- encourage employees are to consider safety and risk management at all times in the delivery of service;
- provide guidance for employees in their involvement in outside activities which may bring the MD of Opportunity No. 17 directly into disrepute or compromise of the reputation of the organization;
- j) encourage employees to conduct themselves in a professional fashion and fulfill their duties with courtesy, honesty, respect, integrity, commitment and due diligence.

# **ETHICAL ISSUES**

#### 1. Outside Employment

- a. Employment or business interests outside of an employee's municipal position are not banned, but should not interfere with the municipal duties of the individual employee.
- b. Business interest or outside employment activities must not interfere with municipal duties; should not conflict with municipal business; and should not provide or appear to provide any special advantage because of the employee's position with the municipality.
- c. If an employee has any doubt in this regard, they should discuss the matter with the CAO.

# 2. Dealings with Relatives

Employees should refrain from participating in any business decisions that affect immediate relatives to ensure that an employee's relatives are not unnecessarily hampered from conducting business with the municipality or given an unfair advantage over others.

# 3. Misuse of Information and Public Statements

a. Disclosure of information

Municipal employees are entrusted with information that is not generally available to the public. It is imperative that all employees be knowledgeable regarding the freedom of information and protection of privacy legislation. Information should not be disclosed to individuals who are not in the employ of the municipality. From time to time, statements made as a private citizen may be seen to reflect on a person's position within the organization. To ensure there is no perceived conflict or misuse of information, three simple rules to follow as an employee are:

- i. To use common sense;
- ii. When in doubt, DON'T; and,
- iii. If you don't want to read about it in the newspaper, don't do it.

#### b. Public Statements

The Council has designated the CAO or another member of the management team to provide all public statements to the media with respect to municipal matters. In addition, there is a designated F.O.I.P. Officer who can answer questions for all staff.

#### c. Office Communication

It is expected that employees of the Municipal District of Opportunity No. 17 work together positively as team members and assist one another to the best of their abilities. It is recommended to the staff that they refrain from office gossip and that they adopt the phrase that states "If you can't say anything positive about a staff member, don't say anything at all".

#### 4. Criminal Offences

It is a condition of employment with the Municipal District of Opportunity No. 17, that employees are expected to obey and observe the laws of the Government of Canada, the Province of Alberta and all local governments within our province.

# 5. Acceptance of Gifts

- a. An employee cannot accept payment from some other person for doing anything that he or she is paid to do as an employee.
- b. In general terms, an employee should not accept a gift, favor or service; except for the normal hospitality associated with doing business, protocol or exchange of gifts and mementos at public ceremonies. Normally it is inappropriate to accept gifts. Employees must be careful to avoid any appearance that their goodwill is being or has been purchased through gifts.
- c. The position that an employee holds within the Municipal District of Opportunity No. 17 should not be used to obtain special advantages with businesses or other concerns.
- d. An employee must not purchase items for personal use in the name of the municipality.

#### 6. Political Activity

In accordance with Section 22(3) of the <u>Local Authorities Election Act</u>, an employee cannot be a candidate for or serve as a member of council or boards controlled by council for the municipality in which he or she is employed, unless he or she is granted a leave of absence without pay. During an election campaign it is imperative that all employees take special note of Section 4 of this Code of Ethics.

#### 7. Revision, Penalties and Appeals:

The established reporting and organizational structure of the municipality will be utilized to settle matters relating to employee's actions resulting in a breach or violation of the Code of Ethics.

#### 8. Endorsement and implementation

- a. This Code of Ethics and any revisions will be endorsed by resolution of council.
- b. The implementation and enforcement of the Code of Ethics shall be the responsibility of the CAO of the Municipal District of Opportunity No. 17. The MD is dedicated to providing high quality, timely and effective service to the public.
- c. All employees are expected to conduct themselves in a manner consistent with this objective.

# 9. Conflict of Interest

#### a. Conflict of Interest

A conflict of interest is defined as a conflict between an employee's business interest and the employee's responsibility to the MD of Opportunity No. 17. A conflict of interest may exist whether or not a personal, monetary, or other type of benefit or advantage has been received by the employee by virtue of their employment, or access to information not normally available to the general public.

## b. Conflict of Interest Situations

Without limiting the scope of the foregoing, a conflict of interest may arise in many situations, some of which include:

using privileged information for personal advantage or gain;

- accepting any fee, gift or other benefit that are connected directly or indirectly with the performance of an employee's public service duties, from any individual, organization or corporation, other than:
  - (a) the normal exchange of gifts between friends;
  - (b) the normal exchange of hospitality between persons doing business together;
  - (c) tokens exchanged as part of protocol;
  - (d) the normal presentation of gifts to persons participating in public functions
- accepting or engaging in outside employment which either interferes with the employee's duties or is in direct competition with MD of Opportunity No. 17 business;
- divulging confidential information to competitors or potential competitors.

# c. Appearance of Conflict of Interest

The avoidance of the appearance of conflict of interest is as important as avoiding actual conflicts of interest. If an employee is faced with a situation where a potential conflict of interest may arise, the onus is on the employee to discuss the matter directly with the CAO and receive direction before taking any action of any kind. Pursuing an activity or enterprise in contradiction to the direction received, may result in discipline, up to and including immediate termination for just cause.

# 10. Confidentiality

a. Use of Information

All information pertaining to MD of Opportunity No. 17 to which any employee becomes privy through their employment is expected to be maintained strictly confidential, unless otherwise provided for in the Municipal Government Act and Freedom of Information Protection (FOIP) Act, and may not, in any circumstance, be disclosed or used without the express consent of MD of Opportunity No. 17. This information includes, but is not limited to: customer and/or member lists, pricing information, business strategies, trade secrets, financial information or technology or information specific to MD of Opportunity No. 17.

b. FOIP

All employees are bound by the policies and procedures of MD of Opportunity No. 17 and the (FOIP) Act regarding the protection of the public's personal information at all times. This requirement of confidentiality applies during the course of employment and survives the termination of any employee.

#### 11. No Discrimination

- a. MD of Opportunity No. 17 believes that all individuals it employs have the right to work in an environment free from discrimination and this policy is in keeping with the organization's dedication to providing and maintaining an environment that fosters fair, respectful and responsible behaviors by management and between employees.
- b. At no time will MD of Opportunity No. 17 discriminate against any employee, refuse to employ, or refuse to continue to employ, any employee because of race, religious beliefs, color, gender, sexual preference, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, or family status of that person.
- c. MD of Opportunity No. 17 position against discrimination does not apply with respect to a refusal, limitation, specification or preference relative to an individual's employment, or potential employment, based on a bona fide occupational requirement.

#### 12. Nepotism

MD of Opportunity No. 17 seeks to foster an environment in which people are treated fairly.

a. MD of Opportunity No. 17 recognizes that the employment of people who are immediate family can be problematic due to the potential to create a conflict of interest, an appearance of favoritism and an increased potential for poor staff morale. As a result, MD of Opportunity No. 17 is sensitive to circumstances in which individuals may be hired, transferred, or promoted to positions where a related individual may be in a position to have influence over any term and condition of employment of a family member.

# b. Employee Supervision

No employee or prospective employee will be discriminated against, nor afforded an advantage as a result of their family or marital relationship, including common-law relationship, with any other employee MD of Opportunity No. 17. To ensure this end, no employee will be supervised by immediate family, nor may immediate family be in a position to make any decisions regarding that individual's terms and conditions of employment including pay, promotion, performance appraisal, leave requests or discipline. Alternative supervisory and reporting relationships will be put in place to facilitate this requirement.

# c. Council/Board Member and Relative

Where a relative of a Councilor or Board member is employed by MD of Opportunity No. 17, such Councilor or Board member will excuse him/her from any decisions directly related to that individual or directly affecting that individual's terms and conditions of employment.

# Disclosing of relationship

Employees are required to disclose any relationship, which may bring them within the application of this policy. The failure to do so will be considered a disciplinary matter.

#### M. D OF OPPORTUNITY NO. 17 PERSONNEL POLICY (P.1)

#### **SCHEDULE "B"**

#### **OVERTIME COMPENSATION**

- A. Overtime is all time authorized in advance by the CAO or Director and worked by an employee in excess of that employee's normal hours of work per day or per week, whichever is greater, which may be compensated by pay or TOIL.
- B. When overtime compensation is not made in pay, TOIL will be provided as per the overtime agreement.
- C. Notwithstanding anything in this policy, where overtime compensation is negotiated as part of a contract of employment, the terms of the contract shall prevail.
- D. Council recognizes that Directors, Managers and Supervisors are expected to work overtime when required. In lieu of overtime compensation by pay or TOIL, Directors, Managers and Supervisors will receive one additional one week of vacation time per year.

#### 1. Overtime Compensation - Pay

Overtime will be compensated as described below:

- a) A minimum of one half (1/2) hour overtime will be compensated for overtime in excess of fifteen (15) minutes in any one day.
- b) Pay for overtime hours worked will be at a rate of one and one-half (1& ½) times the employee's regular rate of pay.
- c) Staff are expected to travel to training during normal working hours when training occurs out of their stationed area. Where such travel must occur outside the employee's normal hours of work or on a day off, the overtime must be pre-approved by the Director, Manager or Supervisor.
- d) Special circumstances where the CAO, Directors, Managers and Staff working during emergency disasters such as Emergency Command Centre shall be compensated at an overtime rate for every hour worked.

# 2. Overtime Compensation - Time Off In Lieu (TOIL)

Overtime will be compensated as described below:

- a) A minimum of one half (1/2) hour overtime will be compensated for overtime in excess of fifteen (15) minutes in any one day.
- b) Compensation for overtime with TOIL will be taken, hour for hour, at a time mutually agreed between the Director and the employee.
- c) The TOIL shall be taken within six (6) months of the date on which the overtime was worked. The Municipal District reserves the right to determine when the TOIL will be taken for all TOIL not scheduled by the employee by the end of the three month period. Employees will be required to adhere to the overtime agreement.
- d) TOIL may be banked to a maximum of 40 hours and taken within six months of the end of the pay period in which it is earned.
- e) Employees shall not be allowed to bank any further TOIL until the TOIL bank is reduced by taking time off.
- f) Staff are expected to travel to training during normal working hours when training occurs out of their stationed area. Where such travel must occur outside the employee's normal hours of work or on a day off, the overtime must be pre-approved by the Director, Manager or Supervisor,

# M.D. OF OPPORTUNITY NO. 17 PERSONNEL POLICY (P.1) SCHEDULE "C" TRAVEL STATUS COMPENSATION

Employees will be compensated for expenses incurred when an employee is on "travel status".

# A. Meals

- 1. Expenses incurred by an employee on travel status will be compensated according to the rates approved by the Canada Revenue prescribed rates.
- 2. Employees electing to take meals other than those included in training sessions, conferences, etc. may claim only the actual incurred cost and must provide a receipt stating dietary restrictions etc. Incurred costs are not to exceed Canada Revenue Agency prescribed rates.

# B. Travel

#### Travel – Distance

Employees are required to travel by the shortest route available when traveling for municipal business or training and shall be reimbursed only accordingly, even if the employee chooses to use a longer route due to personal reasons.

#### 2. M.D. Vehicles

M.D. vehicles may be used for travel inside or outside the M.D. and if not available, the employee using his/her own vehicle may receive mileage at the reduced rate.

#### Personal Vehicles

- a) Employees may use their own vehicles for MD business travel and will be compensated at the Canada Revenue Agency (CRA) Automobile Allowance Rate published on the CRA website.
- b) An employee who is required to use his/her own vehicle for regular and persistent MD work related travel shall be reimbursed for the cost of any additional insurance which might be required. Documentation from the insurance carrier will be required showing the extra amount of the premium.
- 4. Travel by commercial carriers will be reimbursed at cost.

# C. Parking Fees/Fines

1. The employee is responsible for all fines related to parking, traffic and other violations incurred while on MD business or in an MD vehicle.

#### D. Incidentals Allowance

An incidental allowance at the Canada Revenue Agency (CRA) prescribed rate per day for the CAO and staff is allowed. Parking fees above the C.R.A. rate will be reimbursed with receipt.

#### E. Lodging

- Lodging for overnight stays will be reimbursed at actual cost of the room and room taxes for commercial lodging.
- The Canada Revenue Agency prescribed rate per night for non-commercial lodging will be reimbursed.

# F. <u>Submission of Expense Claims</u>

All claims for expense reimbursement must be submitted to MD of Opportunity No. 17 within thirty (30) days of the expense being incurred and approved by the Director.

# M.D. OF OPPORTUNITY NO.17 PERSONNEL POLICY (P.1) SCHEDULE "D" - SALARY GRID

Scale	Level 1		Level 2 Level 3		el 3	Level 4		Level 5		Grid Max		
1	_ *	128,439.12	\$	137,429.86	\$	147,049.95	\$	157,343.45	\$	168,357.49	\$	174,513.06
8 hr	•	61.75	\$	66.07	\$	70.70	\$	75.65	\$	80.94	\$	83.90
7.25 hr	\$	68.14	\$	72.91	\$	78.01	\$	83.47	\$	89.31	\$	92.58
1A		\$112,500	\$	120,480.00	\$	128,820.00	\$	132,640.50	\$	140,500.00	\$	148,000.00
8 hr		54.09	\$	57.92	\$	61.93	\$	63.77	\$	67.55	\$	71.15
7.25 hr	\$	59.68	\$	63.92	\$	68.34	\$	70.37	\$	74.54	\$	78.51
2	\$	106,344.54	\$	111,661.76	\$	119,478.09	\$	127,841.55	\$	136,790.46	\$	140,736.34
8 hr	\$	51.13	\$	53.68	\$	57.44	\$	61.46	\$	65.76	\$	67.66
7.25 hr	\$	56.42	\$	59.24	\$	63.38	\$	67.82	\$	72.57	\$	74.66
3	\$	94,723.85	\$	101,354.52	\$	108,449.34	\$	116,040.79	\$	124,163.65	\$	129,477.43
8 hr	\$	45.54	\$	48.73	\$	52.14	\$	55.79	\$	59.69	\$	62.25
7.25 hr	\$	50.25	\$	53.77	\$	57.53	\$	61.56	\$	65.87	\$	68.69
4	\$	80,274.45	\$	85,893.66	\$	91,906.22	\$	98,339.66	\$	105,223.43	\$	112,589.07
8 hr	\$	38.59	\$	41.30	\$	44.19	\$	47.28	\$	50.59	\$	54.13
7.25 hr	\$	42.59	\$	45.57	\$	48.76	\$	52.17	\$	55.82	\$	59.73
5	\$	79,394.84	\$	83,364.58	\$	87,532.81	\$	91,909.45	\$	96,504.92	\$	101,330.17
8 hr	\$	38.17	\$	40.08	\$	42.08	\$	44.19	\$	46.40	\$	48.72
7.25 hr	\$	42.12	\$	44.23	\$	46.44	\$	48.76	\$	51.20	\$	53.76
6	\$	70,573.19	\$	74,101.85	\$	77,806.94	\$	81,697.29	\$	85,782.15	\$	90,071.26
8 hr	\$	33.93	\$	35.63	\$	37.41	\$	39.28	\$	41.24	\$	43.30
7.25 hr	\$	37.44	\$	39.31	\$	41.28	\$	43.34	\$	45.51	\$	47.78
7	\$	61,751.54	\$	64,839.12	\$	68,081.07	\$	71,485.13	\$	75,059.38	\$	78,812.35
8 hr	\$	29.69	\$	31.17	\$	32.73	\$	34.37	\$	36.09	\$	37.89
7.25 hr	\$	32.76	\$	34.40	\$	36.12	\$	37.92	\$	39.82	\$	41.81
8	\$	52,929.89	\$	55,576.39	\$	58,355.20	\$	61,272.96	\$	64,336.61	\$	67,553.44
8 hr	\$	25.45	\$	26.72	\$	28.06	\$	29.46	\$	30.93	\$	32.48
7.25 hr	\$	28.08	\$	29.48	\$	30.96	\$	32.51	\$	34.13	\$	35.84
9	\$	49,461.18	\$	51,934.24	\$	54,530.96	\$	56,166.88	\$	58,975.23	\$	61,923.99
8 hr	\$	23.78	\$	24.97	\$	26.22	\$	27.00	\$	28.35	\$	29.77
7.25 hr	\$	26.24	\$	27.55	\$	28.93	\$	29.80	\$	31.29	\$	32.85

Level 1 0-3 years post secondary education and/or work experience in related field

Level 2 3-6 years work experience in related field with a combination of post secondary education

Level 3 6-9 years work experience in related field with a combination of post secondary education

Level 4 9-12 years work experience in related field with a combination of post secondary education

Level 5 12-15 years work experience in related field with a combination of post secondary education

Grid Max 15 years work experience in related field with a combination of post secondary education

# M.D. of Opportunity No 17 PERSONNEL POLICY

TITLE:

SCHEDULE E- LOCAL AUTHORITIES PENSION PLAN

EFFECTIVE DATE:

MAY 26, 2021

**POLICY NUMBER:** 

P.1

# Purpose:

To establish participation for those employees who do not qualify for mandatory membership in the Local Authorities Pension Plan. This policy will define the requirements for membership in the LAPP plan. The policy states the past practiced policy of the MD.

# **Policy Statements**

# Definitions under the LAPP Policy:

Part-time permanent employees – are employees working in one position with regularly scheduled hours of work of 21.75 hours or greater per week.

Full-time, temporary employees – are all employees with a fixed date or event that has been established for the end of employment, as stated in the employment letter.

Part-time, temporary employees – are employees with a pre-determined end date or an event that establishes the end of employment as stated in the employment letter. These employees would have regularly scheduled hours greater than 21.75 hours per week.

Contract employees are individuals that are employed under a contract and are paid as consultants or contractors through the MD accounts payable. These individuals are paid an hourly rate as per the contract and no payroll deductions are withheld and the contract employees are not eligible for employee benefits.

#### 2. Membership under the LAPP Policy:

Employee membership participation for the following employees:

- 1) Part-time, permanent employees' membership is mandatory upon completion of the probationary period.
- 2) Full-time, temporary employees' membership is voluntary upon completion of the probationary period
- 3) Part-time temporary employee's membership is excluded
- 4) Contract employees' membership is voluntary upon commencement of the contract and the contract would outline the invoicing of the employee share of the LAPP contributions.

# M.D. of Opportunity No 17 PERSONNEL POLICY

TITLE:

SCHEDULE F- CALCULATION OF SICK TIME FOR FIRST YEAR OF SERVICE

**EMPLOYEE** 

**EFFECTIVE DATE:** 

MAY 26, 2021

POLICY NUMBER:

P.1

# Purpose:

To illustrate by means of an example how sick Leave payouts will be calculated for both 7.25 and 8 hours per day personnel, for first year of service employee.

# Employees working 7.25 hours/day

Hours of sick leave allowed per month (lst year):

6.0417 Equals 72.5 / 12

#### Accummulation of

ime	
6.0417	
6.0417	
12.0834	Not entitled to payout - still in first year of service
6.0417	Probation period ends
18.1251	Total Accumulation of hours after probationary period
	Entitled to use these hours after probation
54.3753	6.0417 x 9
72.5004	After one year of service completed - if no sick days taken
12.0834	6.0417 x 2 - add to card for use rest of year 2021
30.2085	6.0417 x 5
54.3753	Yearend total
27.1877	54.3753 divided by 2
27.1877	Zero out from card
0.000	
	6.0417 6.0417 12.0834 6.0417 18.1251 54.3753 72.5004 12.0834 30.2085 54.3753 27.1877 27.1877

# Employees working 8 hours/day

Hours of sick leave allowed per month (Ist year):

6.6667 Equals 80 / 12

# Accummulation of

	Sick time	
Start Date: Oct 1/20		
Nov 1/20	6.6667	
Dec 1/20	6.6667	
Total Accumulated year-end 2020	13.3334	Not entitled to payout - still in first year of service
Jan 1/21	6.6667	Probation period ends
	20.0001	Total Accumulation of hours after probationary period
		Entitled to use these hours after probation
Feb -Oct/21	60.0000	6.6667 x 9
	80.0001	After one year of service completed - if no sick days taken
Add in Nov 1 for Nov-Dec/21	13.3333	6.6667 x 2 - add to card for use rest of year 2021
Less: 5 sick days Used	33.3333	6.6667 x 5
	60.0001	Yearend total
Payout at YE 2021	30.0001	60.0001 divided by 2
_	30.0001	Zero out from card
	0.000	