

Title	Purchasing	Policy number	B001
Policy Reference		Annex 502.4 of the agreement on Internal Trade A011 Request for Decision	

PURPOSE

The purpose of the Purchasing Policy is to provide guidance to all Town employees and Council members with respect to purchasing functions.

DEFINITIONS

“CAO” means Chief Administrative Officer.

“Barter” means an exchange of goods or services between two or more parties where no money changes hands.

“Best Value” means the most advantageous balance between performance, price and quality achieved through competitive procurement methods in accordance with stated selection criteria. Best Value may include the useful life of an asset and track record.

“Bid” means an offer to buy or sell goods or services by a vendor or purchaser.

“Budget” means a financial plan outlining expected revenues and expenditures for operating or capital assets that is formally reviewed and approved by Town Council.

“Cheque Request” means a form requesting a cheque be prepared for payment of a Town expense.

“Contract” means an agreement between two or more parties, written or verbal, comprising of an offer, acceptance, and consideration.

“Contractor” means a person or a business that follows an independent trade, business, or profession in which they provide goods or services to the public.

“Emergency Purchases” are situations where a lack of immediate action jeopardizes operations, disrupts public services or involves the safety of employees and/or the public.

“Exclusive Rights” means an arrangement with a Supplier whereby the purchaser undertakes to obtain related supplies or services only with that Supplier.

“Goods and Services” means supplies, materials and equipment of every kind required to carry out the operations of the Town. Services include contractors, consultants and other non-material requirements.

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“Green Procurement” means purchasing products or services, which minimize, or provide favourable environmental impacts. Green Procurement involves considering the costs and environmental consequences of a product in all stages of its life cycle.

“Invitation to Tender” means a request for Bids for prices on specific goods and/or services from a Supplier submitted in writing.

“Local Business” includes any business holding a valid Town of Killam resident business license.

“Request for Proposal (RFP)” means a request for Bids as to how the Supplier would address the need identified in the Request for Proposal document.

“Request for Quotation (RFQ)” means a request for Bids for prices on specific goods and/or services from a Supplier submitted verbally or in writing.

“Sole Source” means purchasing when there is only one available Supplier of a required product or service that meets the needs of the Town. Negotiation is used to complete the terms and conditions of this type of purchase.

“Supplier” means any person or company that supplies goods or services to the Town. Also known as a contractor, seller, subcontractor, or vendor.

“Town” means the Corporation of the Town of Killam.

POLICY

All employees delegated with purchasing authority shall follow the guidelines set out in the Purchasing Policy. All procurement activities shall meet the current and future needs of the Town, providing an economical and efficient service and shall provide fiscal responsibility and accountability.

All employees will obtain appropriate authorization and use appropriate processes when purchasing goods or services.

SCOPE

1. The Purchasing Policy applies to the purchase of Goods and Services by any Town employee or Council member on behalf of the Town. The policy governs the acquisition of Goods and Services, by purchase or lease, with Town funds from all sources including operating and capital funds as well as all other funds held in trust or at its disposal. Values referred to in this policy do not include GST unless otherwise noted.
2. The CAO will provide the administrative direction to carry out the policy by stipulating the procedures and controls necessary to ensure that expenditures are made according to sound business practices with appropriate accountability and ethics.

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RESPONSIBILITIES

1. All employees are responsible for:
 - a. Maintaining high legal, ethical, Supervisorial, and professional standards in the management of the resources entrusted to them, as a publicly funded institution.
 - b. Obtaining the Best Value for money by achieving fulfillment of specified needs including quality, health & safety standards, productivity and service life.
 - c. Using a fair and transparent process when calling for, receiving, and evaluating quotations and proposals.
 - d. Meeting the legal and ethical obligations in the acquisition of Goods and Services by purchase, lease or Barter.
 - e. Using appropriate purchasing techniques including negotiating contractual terms and conditions, cost reduction techniques, and cooperative buying processes.
 - f. Considering the environment in all purchasing decisions and selecting environmentally beneficial Goods and Services where the additional cost is not prohibitive.
 - g. Securing expense authorization prior to any purchase except Emergency Purchases. All related documentation shall be retained for review and auditing. Using purchasing contracts when the Town gains an advantage by doing so.
 - h. Identifying and investigating a full range of potential goods or service providers before selecting one for an exclusive contract.
 - i. Obtaining appropriate authorization for all purchasing contracts.
 - j. Obtaining legal assistance or advice if necessary for any non-standard clauses in purchasing contract. Ensuring a Supplier of Goods and Services holds a valid Town business license where required.
2. Supervisors are responsible for:
 - a. Ensuring all purchases are performed in accordance with this policy.
 - b. Delegating expense authorization in writing to the appropriate levels.
 - c. Ensuring that corporate standards are adhered to for purchases.
 - d. Entering into purchasing contracts on behalf of the Town.
 - e. Coordinating administration and the continuous review of the department's use of goods and/or services to ensure the Town is receiving the best quality, quantity, service, price, etc.
 - f. Coordinating purchasing record keeping (RFP documentation, quotes, etc.) and retention of records for a period of seven years for auditing purposes.
3. The CAO is responsible for:
 - a. Approval of all purchasing contracts on behalf of the Town.
 - b. Ensuring that no payments are made without the appropriate authorization.
 - c. Providing training and documentation on how to utilize the Purchasing Policy efficiently and effectively.

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- d. Communication regarding all developments in the field of purchasing by all government agencies

PURCHASING AUTHORIZATION

1. Purchasing Limits

- a. \$0 to \$5,000 Purchase Authorization Limits: A supervisor shall review and authorize any purchase approved in the Budget with a total value \$5,000 and under.
- b. \$5,000 to \$50,000: A Supervisor shall review and authorize any purchase approved in the Budget with a total value between \$5,000 and \$50,000.
- c. \$50,000 to \$250,000: A Supervisor and the CAO shall review and authorize any purchase approved in the Budget with a total value greater than \$50,000 and less than \$250,000.
- d. \$250,000 or greater: The CAO shall review and authorize any purchase approved in the Budget over \$250,000.
- e. Greater than 3 years and \$200,000 in value: The CAO to obtain Town Council authorization for purchase commitments or renewals longer than 3 years and greater than \$200,000 in value.
- e. Non-Budgeted Purchases
 - i. Town Council shall review and authorize any purchase not approved in the Budget that has the potential to affect the direction or financial results (\$10,000 or greater) of the Town.
- f. Emergency Purchases Emergency situations occasionally arise within Town operations.
 - i. In emergency situations, it is up to the judgement of the highest authority personnel on hand to make a responsible decision regarding obtaining required Goods and Services.
 - ii. Any purchases made outside of normal purchasing procedures must be reported to the CAO as soon as is reasonably possible.
- g. Barter Transactions
 - i. Barter transactions are generally discouraged, but may be appropriate in special circumstances. They must be approved by the CAO in addition to whatever approvals are required based upon the values involved.
 - ii. Barter transactions are accounted for at the amounts that would have been paid had they occurred as routine transactions in the ordinary course of business. Authorizations for barter transactions shall follow the same process as for a standard purchase, at the normal commercial value of the exchange. GST as well as any other taxes must be accounted for as for a standard purchase.
- h. Authorization of Supplier Invoices

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- i. Invoices should be compared to the original purchase authorization document and/or supplier quotation. Invoices must be approved for payment by an authorized department approver.
- i. Purchases over \$5,000 must be initiated by a Supervisor or the CAO.
- j. All purchases made on behalf of the Town must have an authorizing signature other than that of the initiator of the purchase. Where a Supervisor initiates a purchase, the authorization will be the individual's direct supervisor.

PURCHASING PROCESS

1. Purchases between 0 - \$15,000
 - a. Verbal or written quotations from one or more vendors.
 - b. Use of normal invoice procedures, Town corporate credit card or a Cheque Requisition.
 - c. A verbal or written Request for Quotation may be used.
2. Purchases between \$15,000 – \$75,000
 - a. Orders may be placed based on receiving three written quotations or proposals where practical and advantageous to the Town.
 - b. A written Request for Quotation or Request for Proposal may be used.
3. Purchases over \$75,000
 - a. An advertised and written Request for Quotation, Request for Proposal or Invitation to Tender must be used.
 - b. Advertisements must include a local newspaper and/or an online Bid solicitation service where practical and advantageous to the Town.
 - c. A comprehensive assessment of the proposals or quotations will be undertaken.
 - d. A Contract may be required.
 - e. The Town will comply with purchasing practices legislated under the Agreement on Internal Trade (AIT) and the New West Partnership Trade Agreement (NWPTA). Goods and Services over \$75,000 and Construction contracts over \$200,000 must be procured openly through the Alberta Purchasing Connection.

CONTRACT INITIATION AND APPROVAL

1. The Town employee who initiated the expenditure should initiate a Contract.
2. The CAO must approve and sign all Contracts.

SOLE SOURCE

1. Town employees must obtain written approval of the Sole Source acquisition by the CAO for exceptions to the requirement for quotations and proposals within this policy. The Town identifies such instances as:

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- a. Where the compatibility of a purchase with existing equipment, facilities or service is a paramount consideration and the purchase must be made from a single source.
- b. Where an item is purchased for testing or trial use.
- c. Notwithstanding anything in this policy, where a purchase is determined by Council to be fair and reasonable and is made from a non-profit corporation supported by the Town.
- d. Where the only Supplier is a department, agency, or utility of the federal, provincial, regional, or municipal government.
- e. Where the acquisition is of a highly-specialized nature and/or is available from only one Supplier.

PROCUREMENT PREFERENCES

1. Purchasing from Local Businesses is preferred where Goods and Services of an acceptable, equivalent quality are readily available at competitive prices. Preference will also be given to goods made in Canada.
2. The Town will consider Green Procurement when making purchasing decisions over \$5,000 when Goods and Services are available at competitive prices and the environmental benefits provided do not negatively affect the intended end use.
3. Sustainable criteria to be examined when purchasing products and services include:
 - a. Water and/or energy consumption reduction practices;
 - b. Third party environmental certifications such as EcoLogo, FSC or LEED;
 - c. Chemical composition; water, air, and soil pollution prevention;
 - d. Percentage of post-consumer/post-industrial recycled, or rapidly renewable material;
 - e. Distance required to travel from supplier/manufacturer; and
 - f. End of life recyclability.

PROHIBITIONS

1. The following activities are prohibited, unless specifically approved by Council:
 - a. The division of purchases to avoid the requirements of this policy by any method, including corporate credit cards.
 - b. Purchase by any employee or member of Council of any Goods and Services for personal use.
 - c. An employee shall not accept a gift, favour or service from any individual, organization or corporation (HR policy B007).
 - d. Purchases by the Town from any member of Council or Town employee or their immediate families or other source except when the purchase is at competitive prices and the Supplier is a dealer in those goods and services and which purchase is incidental or in the ordinary course of the business of the Supplier.

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RELATED DOCUMENTS

1. Town of Killam Human Resource Policy B007

IMPLEMENTATION

1. This policy shall be posted on the website.
2. This policy shall be in effect on the date it is approved by resolution of Council.
3. Policy 1.6 is hereby repealed.

	Date	Resolution Number
APPROVED	Jan 19, 2017	
AMENDED		
AMENDED		

 Bud James
 Mayor of the Town of Killam

 Kimberly Borgel
 CAO of the Town of Killam

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Title	Contract Administration	Policy number	B002
Policy Reference		<i>Policy B001 Purchasing</i>	

PURPOSE

To enable Administration to effectively manage contracts related to the procurement of services to ensure that the process and contract provisions are fair and mitigate risk to the Town.

DEFINITIONS

“Town” means Town of Killam.

“RFP” a formal Request for Proposals process whereby the Town requests that qualified vendors submit proposals to perform work specified in the terms of the Requests.

“Contract” means legal binding agreement that sets out the terms and conditions agreed upon by both parties in undertaking the work.

“Family” means the employee’s spouse, children and parents and children and parents of the employee’s spouse and any brother or sisters and their spouses.

POLICY

1. All Town Contracts for infrastructure valued over \$50,000 must contain a clause for the provision of a bid deposit and conversion to a performance deposit upon commencement of an awarded Contract.
2. Bid deposits related RFP’s shall be retained by the Town if the successful bidder has not commenced work by the start date identified in the Contract.
3. A performance deposit, attached to a Contract, shall be retained by the Town in accordance with the RFP and Contract.
4. Each RFP and Contract shall have a stipulated commencement date and completion date and these dates must be adhered to unless the contractor provides a request in writing with reasons for non-compliance within the conditions of the agreement.
5. Further to the request in 4. the CAO may grant an extension to the contractor if there are extraordinary circumstances and if there is minimal impact on the Town or there are time sensitivities. Further the CAO may refer the requests to the Town Council for a final decision.

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6. No bid deposit or performance deposit shall be returned unless all conditions of the contract have been met and the work completed.
7. Contractors who have had their bid deposit or performance deposit forfeited may request in writing to the Town Council, that part or all of the deposit be returned.
8. The CAO will advise Council of any breaches or extensions granted to any contract.
9. Any employee of the Town is subject to the Purchasing Policy (B001) and the Human Resource Policy (B007) and who is in a position to administer contract documents on behalf of the Town shall disclose to the CAO any interest, association or relationship they may have with anyone who provides a quotation or bid on any Town work:
 - a) the CAO will determine whether to relieve that employee of any involvement in the matter; and
 - b) if a family member is involved, the CAO will reassign the responsibility of the work to another employee.
10. RFP documents must include a requirement that within four (4) working days of awarding the contract the successful bidder must:
 - a) provide proof of insurance coverage; and
 - b) provide Worker’s Compensation Board clearance letter; and
 - c) sign and return contract documents.
11. Call for RFPs must provide for a minimum two weeks’ notice period.

IMPLEMENTATION

4. This policy shall be posted on the website.
5. Policy 1.7 is hereby repealed.

	Date	Resolution Number
APPROVED	Jan 19, 2017	
AMENDED		
AMENDED		

 Bud James
 Mayor of the Town of Killam

 Kimberly Borgel
 CAO of the Town of Killam

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Title	Insurance-Additional Named Insured (ANI)	Policy number	B003
Policy Reference			

PURPOSE

To enable the Town to extend property and liability insurance coverage to municipally related non-profit groups under the Town’s insurance policy obtained through the MUNIX Reciprocal, operated by the AMSC allowing these groups to more effectively manage costs.

DEFINITIONS

“MUNIX Reciprocal” means the self-insured reciprocal insurance operated by AMSC.

“AMSC” means the Alberta Municipal Services Corporation.

“Additional Name Insured (ANI)” means a municipally related non-profit organization added to the Town policy after the policy is written that extends to that organization the same rights and responsibilities as the Town described in the policy declarations.

POLICY

The municipally related non-profit groups for which additional named insured (ANI) coverage will be extended are:

1. Chamber of Commerce
 - a. The Chamber of Commerce is included as an additional insured on the Town insurance policy. The Chamber is responsible for the additional insurance premiums incurred for liability and crime.
2. Killam Municipal Library
 - a. The Killam Municipal Library is included as an additional insured on the Town insurance policy. The Library is responsible for the additional insurance premiums incurred for liability, crime and contents.
3. Killam Seniors Centre
 - a. The Killam Seniors Centre is insured under the town insurance policy as an ANI with the Killam Seniors Centre paying the premium for contents insurance

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IMPLEMENTATION

- 6. This policy shall be posted on the website.
- 7. Policy 1.8 is hereby repealed.

	Date	Resolution Number
APPROVED	Jan 19, 2017	
AMENDED		
AMENDED		

 Bud James
 Mayor of the Town of Killam

 Kimberly Borgel
 CAO of the Town of Killam

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Title	Administration Service Fees	Policy number	B004
Policy Reference			

PURPOSE

To establish administration service fees schedule enabling the Town to recover Administrative costs.

DEFINITIONS

“Administration Service Fee” means the fee charged to cover the costs of the Town administrative services performed.

“NSF” means a cheque returned as insufficient funds.

“Historical Searches” for searches such as utilities and taxes, that are two years and older and applies per property or account

“Recreation Board” except for the administration fee all other services are charged as a book figure only

“Assessment Information” relates to non-Town property owners and the fee applies per property

POLICY

- 1. Tax Certificates \$25.00
- 2. Letter of Compliance \$150.00
- 3. Assessment Information..... \$10.00
- 4. Historical searches..... \$25.00
- 5. NSF Cheque Fees \$50.00
- 6. Annual Administration fee:
 - Killam Municipal Library \$1,500.00
 - Recreation Board..... \$8,000.00
 - Killam Cemetery \$1,000.00
 - Sedgewick Killam Natural Gas System..... \$6,000.00

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1. This policy is reviewed annually during budget deliberations.

IMPLEMENTATION

1. This policy shall be posted on the website.
2. Policy 1.9 is hereby repealed.

	Date	Resolution Number
APPROVED	Jan 19, 2017	
AMENDED		
AMENDED		

 Bud James
 Mayor of the Town of Killam

 Kimberly Borgel
 CAO of the Town of Killam

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Title	Back-up and Storage of Electronic Files	Policy number	B005
Policy Reference			

PURPOSE

To ensure the Town has appropriate and safe off-site backup and storage of important files to ensure access, recovery and business resumption in the event of an emergency.

DEFINITIONS

“Off-site backup and storage” a location other than the Town office.

“Files” means information related to the essential operation of the Town contained in electronic format.

“Computer disks” means actual computer disks or other electronic means such as a portable storage device (usb or flash drive) that contains duplicate or backed-up files of essential information that can be recovered, restored and enable resumption of operations.

“Emergency” means a situation that has disabled access to files necessary for Town operations.

POLICY

1. The Battle River Credit Union is authorized on behalf of the Town to receive the Town computer disk files for safekeeping.
2. Files are to be backed-up on a weekly basis.
3. Files are to be kept in a properly ventilated and locked storage area.

IMPLEMENTATION

3. This policy shall be posted on the website.
4. Policy 1.13 is hereby repealed.

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	Date	Resolution number
APPROVED	Jan 19, 2017	
AMENDED		
AMENDED		

Bud James
Mayor of the Town of Killam

Kimberly Borgel
CAO of the Town of Killam

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Title	Records Management and Retention	Policy number	B006
Policy Reference		MGA, FOIPPIPEDA	

PURPOSE

To preserve a documentary record of required information and to ensure that it is appropriately identified, organized, controlled, protected, retained, retrievable or disposed of; for the purposes of risk mitigation, potential litigation, fiscal audits, operational and historical uses and to fulfill the requirements of the MGA, other legislation and best practises.

DEFINITIONS

“MGA” means Municipal Government Act.

“CAO” means Chief Administrative Officer or their Designate.

“Designate” means a person other than the CAO authorized to make the information available.

“Records Officer” means the staff designated by the CAO to manage the recording, organizing, controlling, protecting, retaining, retrieving or disposal of documents.

“FOIPP” means Freedom of Information and Protection of Privacy legislation.

PIPEDA” means Personal Information Protection and Electronic Documents Act.

POLICY

1. The CAO will make Town information accessible to the public within a reasonable timeframe and upon payment of a reasonable fee.
2. Based on the potential purposes, the CAO will approve a procedure for each category of the records including:
 - a. Length of time in short term storage - a location where the records would be readily available for day to day use.

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- b. Length of time in long term storage - a central "dead storage" facility where documents can still be retrieved as needed.
- c. A date for destruction of documents.
- d. If the need arises for a document or series of documents to be made available, once the documents are identified, the Records Officer will be responsible for segregating the document(s) and ensuring that they are not destroyed.

2.3. The CAO will withhold from the public the following:

- a. commercial information and commercial secrets; and
- b. information that must be kept confidential because its disclosure would harm or compromise the Town; and
- c. personal information about employees and others; and
- d. drafts of reports except those that are released at a Public Hearing or in an open Council Meeting; and
- e. information that if disclosed, would prejudice security and maintenance of the law; and
- f. information about taxes and tax assessment (except as otherwise provided in B004); and
- g. information placed before Council at an in-camera meeting.

4. The CAO will remain familiar with all the categories of confidential information and make the decision to disclose on a case by case basis with the assistance of legal counsel if so warranted by the CAO.

3.5. If the CAO elects not to disclose the information, a written notice is to be provided within a reasonable time and include the reason(s) why the information was withheld.

- a. The notice will inform the individual whose request was denied that they may request that Council order the disclosure of otherwise confidential information;
- b. The person receiving the written notice may then appeal the decision to Council;
- c. The CAO will bring to the attention of Council under appropriate circumstances, instances where information is withheld from the public and why; and
- d. Council may decide to disclose otherwise confidential information if the public interest warrants it.

IMPLEMENTATION

- 5. This policy shall be posted on the website.
- 6. Policy 1.14 is hereby repealed.

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	Date	Resolution Number
APPROVED	Jan 19, 2017	
AMENDED		
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 Bud James
 Mayor of the Town of Killam

 _____ Kimberly Borgel
 _____ CAO of the Town of Killam

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Title	Human Resources	Policy number	B007
Policy Reference			

PUPROSE

To establish clear guidelines and criteria for management of Human Resources.

DEFINITIONS

“CAO” means the Chief Administrative Officer.

“Employees” means permanent, part-time and term employees and temporary staff.

“Manager” means a position designated as supervisor by the CAO.

“Permanent Full Time Employee” means any person occupying a full-time position (minimum 30 hrs per week) as a supervisor or employee who has signed an employment contract with the Town for an indefinite term.

“Permanent Part Time Employee” means any person occupying a part-time position (working from 29 to 14hrs a week) as a supervisor or employee who has signed an employment contract with the Town for an indefinite term.

“Temporary Employee” means any person hired to fill a temporary resource need and whose work may cease at any time.

“Term Employee” means any person occupying a position who has signed a term limited employment contract with Town and whose employment contract excludes coverage for pension entitlement as well as coverage for short term and longer term disability.

POLICY

The Town of Killam (Town) provides municipal service to its residents. To contribute to achieving the strategic directions, objectives and service requirements, all staff will demonstrate professional, positive attitudes in their interactions with citizens, taxpayers Council and Committee members, other staff and government officials.

The Town will attract and retain competent, effective and dedicated employees and will assist employees in developing and refining the skills and competence required to achieve the objectives of Town. Relations between employees and managers will be open and direct, leading to an excellent work

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environment, clear communications, and a positive attitude. Managers will respond effectively to employee concerns.

GENERAL

1. The CAO is appointed by, and is under the supervision of, the Council.
2. All other employees are appointed by, and under the supervision of, the CAO. The CAO will inform the Council of the commencement or departure of a person reporting directly to the CAO.
3. All employees, whether involved in the Town administration, Recreation or Public Works activities, are employees of Town.
4. All employees, other than Temporary Staff, shall sign an employment agreement prior to commencing service.
5. The CAO may delegate in writing any authority given to the CAO position by this policy to any Supervisor position and to any individual formally designated to act on behalf of the person who occupies that position.
6. During the annual budget process, the total number of authorized permanent and term employees and the total budget for salaries and benefits for staff will be approved by Council and the total amount will be included in the Town budget.
7. The CAO is authorized to determine:
 - a. the number of employees required in each category; and
 - b. the reclassification of employees from one category to another; and
 - c. the salaries and benefits payable to the employees' subject to any limitations imposed by this policy.
8. Salary grids will be approved by Council.

ETHICS AND CODE OF CONDUCT

9. All employees are subject to the policies in the Town Policy Handbook including Personal Information and Employee Code of Conduct.
10. An employee who violates the Employee Code of Conduct policy may be subject to disciplinary action, up to and including dismissal.

RECRUITMENT AND SELECTION

11. Employment at the Town is based on work that is determined by the municipal service needs. Positions are evaluated based on the knowledge, skills, competencies, and behaviours required to deliver the work or service.
12. Selection of people to perform the work is based on matching their knowledge, skills, competencies, and behaviours to the work to be performed so that the best qualified candidates are chosen.

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13. The knowledge, skills, competencies, and behaviours of all incumbents are verified to ensure they match those required by the work to be performed.
14. Candidates for employment will disclose any family relationship with a current Council member so that Town has the opportunity to ensure that, as far as possible, the employee is not assigned to support any committee, sub-committee, or task force to which the relative is appointed.
15. If a relative of an existing employee becomes a member of the Council, the CAO will ensure that, as far as possible, the employee is not assigned to support any committee, sub committee, or task force to which the relative is appointed.
16. To protect the patrons, staff and property of the town, criminal record searches may form part of the employee hiring process. Where necessary, criminal record searches shall also apply to volunteer positions and to contractors engaged by the Town.

PROBATION PERIOD

17. Any employee beginning employment with the Town, including existing employees transferring from another position within the Town will be required to serve a minimum probationary period of three (3) months.
 - a. An employee shall be given all reasonable support, information and opportunity to develop the skills required for that position.
 - b. The probationary period may be extended for additional three (3) month periods to a maximum of six (6) months.
 - c. Unless notified otherwise an employee probation ends at the end of the three (3) months.
 - d. If an employee has an unsatisfactory probation they will be released without cause.
 - e. The CAO may, at his/her discretion, waive the probationary period.

HOURS OF WORK, OVERTIME AND FLEXIBLE TIME

18. Regular office hours are 8:30 AM to 4:00 PM on workdays.
19. Public works hours are 7:30 AM to 4:00 PM on workdays.
20. Employees should be at their workstations at their designated start times.
21. Office Employees will work an average 6.5 hours per day.

“Flex hours” may be scheduled at the discretion of the relevant Supervisor, with the approval of the CAO, provided that satisfactory staffing coverage remains in place for regular business hours at all times. Flex hours may be changed at any time with the agreement of the relevant managers and the employee or on the relevant managers giving the employee 30 days-notice.
22. Employees receive:
 - a. one fifteen (15) minute break in the morning; and
 - b. a one hour lunch break; and
 - c. one fifteen (15) minute break in the afternoon. Breaks are not eligible as bankable time to be taken at some time as time in lieu.

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23. Standby Time

- a. The Town will pay Public Works Employees \$150.00 per week for stand by time.

OVERTIME

- 24. An Employee may be required to work hours beyond regularly scheduled hours to overcome unexpected workloads and to meet extraordinary situations.
- 25. An Employee may occasionally be required to work extra time, up to fifteen (15) minutes, immediately following closing time, or to brief an oncoming shift, without payment. However, if the extra time exceeds fifteen (15) minutes, a minimum of one-half (1/2) hour overtime compensation will be paid.
- 26. The Employee shall be paid at 1.5 times their hourly wage for approved Overtime hours.
- 27. All overtime is to be approved in advance by the Supervisor or the CAO.
- 28. Any overtime worked by a Permanent or Term Employee shall be applied as compensatory time off with pay in lieu of a cash settlement. Compensatory time off shall be scheduled before the end of the third month after it was earned and shall be scheduled at a mutually agreeable time. All overtime not scheduled and approved as compensatory time off by the end of the third month shall be paid out in cash and shall be applied toward time off in lieu of overtime payment.
- 29. Time in lieu of overtime must be scheduled with the approval of the Supervisor or the CAO.
- 30. Overtime payment or compensatory time off shall be calculated to the nearest quarter hour and shall not be allowed twice for the same hours.
- 31. Overtime pay shall be calculated from the annual salary rate in effect at the time overtime is worked regardless of any subsequent retroactive change in that rate.

UNAUTHORIZED LEAVE

- 32. An employee who is absent from duty without the prior authorization of the CAO or immediate Supervisor shall communicate daily the reason for their absence to their CAO or immediate Supervisor within one (1) hour of their regular hours of work. Failure to report on a regular basis shall be considered just cause for suspension.
- 33. An employee who is absent from duty for more than three (3) days without the approval of the CAO or their immediate Supervisor shall be considered to have abandoned their position and will be deemed to have resigned, unless it is subsequently shown by the employee that special circumstances prevented them from reporting in.

EMPLOYEE RELATIONS

- 34. Any Staff who has concerns about general management practices, including hiring, work conditions, compensation, or treatment in the workplace, should voice these concerns openly and directly with a Supervisor without fear of reprisal. The concerns should be voiced as soon as practicable but in no event later than 30 days after the incident.

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- 35. Within 14 days the Supervisor will make a decision. If the decision of the Supervisor does not satisfactorily resolve the problem, the Supervisor shall as soon as practicable arrange for a meeting of all concerned with the CAO whose decision shall be final.
- 36. In the case of a Supervisor who has concern over management practices, the concerns should be voiced with the CAO. If the decision is not satisfactory to the Supervisor, the Supervisor may appeal to the CAO, who will arrange for a competent human resource professional to provide advice. The decision of the CAO will be final.
- 37. The Town encourages its employees and supervisors to openly discuss and resolve concerns on an ongoing daily basis. Employees are welcome to present a written complaint, without fear of reprisal, if all other means to resolve have been exhausted.
- 38. Unresolved issues should be addressed first of all with a Supervisor and failing resolution referred to the CAO. Disputes will be dealt with in a timely manner and with impartiality.

EMPLOYEE RECOGNITION

- 39. Extraordinary Performance of an employee will be recognized from time to time:
 - a. If the CAO becomes aware of an employee who has performed significantly above and beyond the expectations of their job requirements a recommendation for a request for decision will be filed with the Town Council.
 - b. The CAO will include in the request to Council the rationale for the recognition for an employee, including the form and the timing of the recognition.
 - c. Long Service Awards are intended to reward and recognize employees (Town and Recreation), volunteer fire department members, councilors and recreation board members for long term service to the Town of Killam.

The long-term service schedule

- 5 years of service \$50 gift
- 10 years of service \$100 gift
- 15 years of service \$150 gift
- 20 years of service \$200 gift
- 25 years of service \$250 gift
- 30 years of service \$300 gift
- 35 years of service \$350 gift

The Long-Term Service Program is not retroactive and will commence as of June 21, 2006.

- d. Farewell Gifts will be given amounting to \$50/year of employment and up to a maximum of \$500.
- e. Flowers will be given at the following times:

Staff/Council Sympathy	Immediate Family	\$60.00
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Staff/Council Sympathy Extended Family	\$30.00
Staff/Council Illness	\$40.00
Staff /Council Family Illness	\$30.00
Business Grand Opening & Congrats	\$50.00
50 th & 60 th , etc. Anniversaries	\$50.00

EMPLOYEE GRIEVANCE AGAINST ANOTHER EMPLOYEE

- 40. An employee with a grievance shall present the grounds for the grievance in person to their Supervisor. After consideration, the Supervisor shall determine what action is necessary and advise the employee and those impacted by the decision.
 - a. Should the employee not be happy with how the grievance was handled at that time, the grievance shall be filed, in writing, to the CAO.
 - b. The CAO will investigate and provide a decision on the grievance, in writing, within five (5) working days of filing.
 - c. Any grievance not filed in writing to a direct supervisor within ten (10) working days of the occurrence of the grievance will be considered null and void.
 - d. The CAO decision is final.

TERMS AND CONDITIONS OF EMPLOYMENT

- 41. Employees are expected to dress, present, and conduct themselves in an appropriate professional and ethical manner, in support of the mission and values of the Town
- 42. The specific terms and conditions of employment are set out in the employment agreement related to work assignments which includes a provision that new or additional duties may be described.
- 43. Business is to be conducted in a professional, ethical manner maintaining confidentiality and demonstrating respect for the individuality and dignity of all Town Council, employees, citizens, business partners and colleagues.
- 44. Council recognizes an individual's right to privacy. The confidentiality of information contained in employee personnel files shall be respected.
- 45. This policy does not preclude the normal reporting of statistical or other relevant information to other municipal departments, other jurisdictions, or branches of the provincial and federal government within the parameters of applicable privacy legislation.

COMPENSATION

- 46. The Town provides fair and equitable total compensation based on salary grids established by the Town Council. Compensation is structured so as to attract and retain competent and qualified staff and to appropriately reward their performance.

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47. The Town is required to keep accurate records of time worked in order to calculate employee pay, benefits, vacation, and holiday entitlements. It is important for employees to hand in activity sheets as scheduled so that payroll may be prepared.
48. Employees must complete monthly activity sheets. To ensure proper payment of salaries/wages, employees should indicate sick days, bereavement time, etc. Reporting should be done by exception, i.e. reporting times away from work only (except for hourly paid employees).
49. All Permanent and Term Employees are paid on a monthly basis. Advances are available mid-month, the amount of which is not to exceed half of the Employees month end payout value.
50. All temporary employees are paid on an hourly basis.
51. Payday is the last Friday of the month. If that day is a holiday, payday will be the preceeding business day.
52. All payroll deductions required by law will be made. Deductions required by law may include:
 - a. Income Tax; and
 - b. Canada Pension; and
 - c. Employment Insurance; and
 - d. Garnishee Order of a Court of Law.
53. In addition, payroll deductions are required for the employee benefit programs described in the Benefits section.
54. Some additional benefits and programs are optional (see employee benefit handbooks). Eligible Permanent and Term Employees may authorize deductions from their pay to cover the employee share of the cost of participation in these programs.
55. Employees will receive a statement of earnings that will detail wages and deductions for each pay period. The CAO can answer any questions concerning why deductions were made or how they were calculated.

Acting Pay

56. Supervisory employees who are to assume some or all of the responsibilities of other supervisory employees for a prolonged period of time (greater than five consecutive weeks) are eligible for a base salary adjustment of up to five percent at the discretion of the CAO.
57. Non-management employees who are appointed to act in another non-management position for greater than five consecutive weeks with the full scope of the absent employee's responsibilities in addition to the appointee's own responsibilities may be compensated, for the duration of the appointment in excess of five weeks:
 - a. at their normal rate plus five percent; or
 - b. at the rate normally assigned to the position in which they are acting whichever is greater.

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58. Acting pay during pro-longed absences will be reviewed every three months to determine if such an arrangement should be continued or if a more permanent solution is necessary.

BENEFITS

HEALTH

59. Permanent Employees are eligible for Employee health benefits. At the discretion of the CAO, Term Employees may be eligible for a limited range of employee benefits. Benefit contributions are paid 50/50 by the Employee and Employer (unless stated otherwise in the Employee's Employment Contract) and include:

- a. Group Life;
- b. Accidental Death and Dismemberment;
- c. Short Term Disability (taxable to the recipient);
- d. Extended Health Benefits;
- e. Dental Benefits;
- f. Long Term Disability;
- g. Dependent Life;
- h. Critical Illness (Optional, 100% paid by Employee)

PENSION

60. Participation/Membership

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

61. Pensionable Salary

- a. Regular gross pay and acting pay shall be included as pensionable salary.

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- b. Holiday pay will be included as pensionable salary when paid on a monthly basis but will not be included when paid as a lump sum.
- c. Over-time and on-call pay shall be excluded as pensionable salary.
- d. There shall be no automobile allowance for personal use provisions included as pensionable salary.
- e. The pension plan will determine the amount of the employee and the employer's contributions to the pension plan.

62. Pensionable Service

- a. Base Unit:
 - Administration: 1690 hours = 1.0000 Service to be reported
 - Public Works: 2080 hours = 1.0000 Service to be reported
- b. Pensionable service shall be calculated pursuant to the policies and regulations of the Local Authorities Pension Plan.

63. Contributions

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

64. Town reserves the right to cancel, alter, modify, or expand the benefits at its discretion.

Employees will be provided at least 60 days' notice of any changes by Town. The CAO may approve any changes to the benefits within the approved budget. Any changes which exceed the approved budget or the cancellation of any benefit require approval of the Council.

LEAVE WITH PAY

- 65.** The Town values the health and wellbeing of its Permanent and Term employees. The Town firmly believes that both the Town and the employees benefit from annual paid vacation that provides for rest, relaxation, and the opportunity for self-renewal and preparation for carrying out responsibilities. Employees are strongly encouraged to take full advantage of earned vacation and paid holidays.
- 66.** Other types of approved leaves, whether paid or unpaid, provide an assurance that occasional or uncontrollable personal circumstances may be addressed by the employee.
- 67.** The Town expects all employees to report to work as scheduled, on time and to use responsible judgement when not reporting to work due to accident, illness, or an emergency.

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68. If unable to report to work due to accident, illness, or an emergency, employees are expected to call their immediate Supervisor as much in advance of their regular starting time as possible so as to allow time for their replacement, if required, and to avoid any unnecessary workload on other staff and disruption of work schedules. If unable, due to unforeseen circumstances, to call in advance, employees are expected to call as soon as is possible.
69. Excessive or abnormal absenteeism will be investigated and a doctor's certificate may be required if longer than 3 working days. If it is determined that the absenteeism results in the employee being unable to fulfill or meet his or her commitments to the Town, steps will be taken to correct the situation.

Sick Leave

70. Permanent and Term Employees who are unable to work due to illness or injury on a particular day are expected to call their Supervisor by 8:00 AM of the day of illness and each subsequent sick day after or will indicate to the Supervisor the expected return date.
71. Sick Leave benefits are described in the relevant employee benefit handbook.
72. Employees are asked, whenever possible, to schedule all medical, dental and personal appointments outside of their regular work hours.
73. The relevant Supervisor is responsible to monitor staff attendance and to request appropriate medical back-up.
74. Abuse of Sick Leave will not be tolerated. Any employee found abusing Sick Leave or absent without authorized leave will be subject to disciplinary action up to and including termination.

Subpoenaed Court Appearance or Jury Duty

75. There is no restriction as to the number of days leave with pay for a subpoenaed court appearance or jury duty. Any payment made to the employee by the court appearance or expenses may be kept by the employee. If the appearance relates to a private law suit, the CAO may determine whether the leave is with pay or without pay, or possibly taken as vacation time.

Special Leave of Absence with Pay

76. Subject to the overall day limit, employees are entitled to Special Leave with pay as follows:
 - a. Family Illness
 - i. All permanent employees shall be granted the use of their sick days, upon the approval of the CAO to attend to their immediate family when they have fallen ill or if they must be away from work to take family members to a medial appointment.
 - ii. All permanent employees shall be granted 3 travel time days, upon the approval of the CAO to attend to their immediate family when they have fallen gravely ill.
 - b. Bereavement Time

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- i. All permanent employees shall be granted a maximum of 5 days off with pay, upon the approval of the CAO upon the death of the employee’s spouse (including common law), or any of the following relations of an employee or spouse: parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister, or the husband or wife of any of the above mentioned.
 - ii. All permanent employees shall be granted 3 travel time days, upon the approval of the CAO where long distances or travel to isolated areas are required, upon the death of someone previously listed above.
 - iii. All permanent employees may be granted time off without pay, upon the approval of the CAO to attend the funeral of anyone other than those provided above.
- c. General
- i. Compassionate leave may be granted more than once within a calendar year, upon the approval of the CAO, provided that the total time taken for the compassionate leave including family illness, travel time and bereavement does not exceed ten days.
 - ii. Additional bereavement leave may be granted to an employee by the CAO, when 10 days’ compassionate leave has already been utilized within a calendar year. The employee may be entitled to the benefits of unemployment insurance, sick leave or short-term disability.

77. Town will continue benefit coverage on the same basis as if the employee were at work with no time limits.

LEAVE WITHOUT PAY

Maternity and Parental Leave

78. Maternity and Parental Leave apply to birth or adoption of a child. Maternity Leave is up to 15 weeks and Parental Leave is up to 37 weeks.
79. Maternity leave will be granted to a pregnant employee or an employee who is adopting a child who has been employed with Town for at least fifty-two consecutive weeks upon application to the CAO. Maternity leave without pay may commence up to 12 weeks prior to the expected date of delivery in the case of a pregnant employee and in the case of an adopting mother on a date agreed by the CAO. In any event, a pregnant employee shall take a minimum six weeks’ leave after the actual date of delivery, unless Town agrees to early resumption of employment supported by a medical certificate. The six-week period is usually considered a “health-related” period. Maternity and Parental Leave shall normally not exceed fifty-two weeks in duration in total, including any valid health related period that may occur during this time.

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80. Parental Leave may be taken by either parent and must be completed with 52 weeks of the birth or adoption. Total Parental Leave cannot exceed 37 weeks. If a birth mother is taking parental leave after Maternity Leave, it must be done consecutively.
81. Written application for Maternity and Parental Leave should be submitted 6 weeks in advance of the proposed starting date of the leave for Maternity Leave and 2 weeks in advance of the for parental leave. Four weeks' notice should be given for return to work or for a change in the return to work date.
82. Employees wishing to maintain benefit coverage while on Maternity and Parental Leave can do so at their own cost and premiums which should be remitted to the Town 15 days in advance of the premium due date. Employees are required to pay the full premium amount (i.e. both the employer and employee's portions).
83. An Individual who qualifies for Maternity benefits and becomes ill as a result of the pregnancy should apply for sick leave benefit with EI and once she has qualified for the EI benefit sick leave credits will be used to top up the EI benefit to full salary. Once sick leave credits are completely used then the employee should apply for the Weekly Indemnity Benefits through the Town's benefit plan. The Weekly Indemnity Benefit will be used to top up the EI Benefit to 66-2/3 of the employee's salary/wage.
84. While on Maternity and Parental Leave, the employee will maintain the benefits which accrued at the time leave started but will not accrue further earned days off, vacation time, sick leave credits nor subsequent Maternity Leave determinations.
85. An employee returning from Maternity or Parental Leave shall be reinstated in her or his former position, or to a comparable position, and at the rate of pay being earned prior to commencing Maternity or Parental Leave.

Special Leave without Pay

86. Unpaid leave is granted at the discretion of Town. The leave may be combined with sick leave or vacation leave, and may not be granted unless all sick leave and vacation leave has been used. The request will be evaluated based on a number of factors, including anticipated workload requirements, staffing considerations, effectiveness of the organization, and any additional costs the company may incur due to the employee's absence.
87. Special Leave of absence without pay is any period of time for which an employee is authorized by the CAO to be away from work without pay. Employees who have 12 consecutive months of employment may request personal leave.
88. Subject to the terms, conditions, and limitations of the applicable plans, health insurance and benefits will be continued by the Town until the end of the month in which the leave begins. At that time, should the employee choose, continuation of benefits will become the full responsibility of the employee, until regular employment commences.

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89. Seniority, vacation, sick leave and holiday benefits will not continue to accrue during the approved Special Leave without Pay.
90. When a lengthy personal leave ends, every reasonable effort will be made to return the employee to the same position for leaves of up to six months, or to a position with a similar classification for leaves in excess of six months. The employee must provide at least 30 days' notice confirming the date of the return to work. If an employee fails to report promptly at the end of the approved leave period, Town may assume the employee has resigned.

PAID HOLIDAYS AND VACATION

91. The Town recognizes the following general holidays as paid holidays:
 - a. New Years' Day
 - b. Family Day
 - c. Good Friday
 - d. Easter Monday
 - e. Victoria Day
 - f. Canada Day
 - g. Civic Holiday (August)
 - h. Labour Day
 - i. Thanksgiving Day
 - j. Remembrance Day
 - k. Christmas Day
 - l. Boxing Day
92. Employee vacation time will be adjusted in accordance with this policy on January 1st of each year, based on numbers of years of service.
93. Permanent or probationary employees shall receive an annual vacation with pay in accordance to the following schedule:
 - a. Employees in positions designated as non-supervisory will receive:
 - i. 10 working days paid vacation first year to third year of employment;
 - ii. 15 days paid vacation after 3 years;
 - iii. 20 days paid vacation after 7 years;
 - iv. 25 days paid vacation after 14 years.
 - b. Employees in positions designated as Supervisor will receive:
 - i. 15 days paid vacation first year to third year of employment;
 - ii. 20 days paid vacation after 3 completed years;
 - iii. 25 days paid vacation after 9 completed years.

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- c. Permanent Part-time employee's holiday allowance will be the ratio rated to the work time and the holidays (e.g. a person working 4 days a week will receive 4/5 of the holiday allowance depending on employee or supervisory).
 - d. CAO
 - i. 20 days paid days paid vacation first year to ninth year of employment.
 - ii. 25 days paid vacation earned after 9 completed years.
- 94.** A maximum of two (2) weeks holidays may be taken at one time, without approval of the CAO.
- 95.** If a paid general holiday falls on or is observed during an employee's vacation period, the employee shall be allowed an additional vacation day with pay at a time mutually agreed to between the employee and the immediate Supervisor.
- 96.** If an employee is sick in excess of three consecutive days or more while on vacation, the days of illness may not be considered as vacation, but may be considered as sick time and will need to qualify as paid sick time in accordance with the above policies on sick leave.
- 97.** Vacation requests should be submitted to the immediate Supervisor and must be approved by the CAO. Employees are encouraged to take vacation no less than one week at a time. Requests will be evaluated based upon various factors, including anticipated operating requirements and staffing considerations during the proposed period of absence.
- 98.** All vacation and vacation supplement is non-cumulative beyond one year following the year in which the entitlement is earned.
- 99.** All employees will take vacation within 16 months of earning it. For example, vacation earned in 2010 will be taken by June 30, 2012.
- 100.** Employees will not be paid cash in lieu of vacation earned, except upon termination in which case the person shall receive vacation pay for such vacation earned but not taken.
- 101.** All vacation leaves and vacation supplements will be paid out at the employee's regular rate of pay as the case may be, as follows:
 - a. at the Manager or employee's salary rate (including acting pay) at the time the leave is paid out. The rate will not be adjusted to include retroactive salary adjustments; or
 - b. in the case of retirement or death, the payout will include any retroactive salary increases. The amount paid out is never rounded up.
- 102.** If an Employee, for sufficiently valid personal reasons, wishes to take vacation leave or part thereof within six months after the end of the 16-month period specified in Section 93, the Employee may be permitted to do so at such time or times as the CAO may approve.
- 103.** Employees will not normally be given permission to take advance vacation days. In exceptional circumstances, and when it is in the interest of Town to do so, the CAO may authorize the taking of advance vacation days.
- 104.** Temporary/Casual Employees will receive a percentage of wages for vacation pay as per Alberta Labour Standards on each pay cheque.
 - a. The amount shall be paid each pay period.

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- b. Upon approval of the CAO, a contract or permanent part-time employee may apply to accrue vacation pay to be taken as time off in lieu of vacation pay.

CHRISTMAS OFFICE CLOSURE

- 105. The Town Office closes between Christmas and New Year's. Administration staff is required to take this time off without pay. Employees may use flex time or vacation time for this occasion. Otherwise, dependent on the closure schedule, Employees may choose to have the equivalent value of time off, deducted from their paycheck via monthly contributions. All part time employees' adjustments will be prorated according to their full-time equivalence.
 - a. Staff not affected by this policy will be on-call Public Works staff and Recreation staff.
 - b. An employee that qualifies for this policy and begins employment during the year will have the salary adjustments begin at the time of employment. Deductions will be completed prior to December 31st.
 - c. An employee that leaves the employment of the Town of Killam before the closure between Christmas and New Year's will have any payroll deductions for this purpose, reimbursed to them on their final pay.
 - d. If December 24, (Christmas Eve) is a working day, Town Council grants an additional ½ day off with pay – 1 p.m. to 4 p.m.

VOLUNTEER TIME OFF

- 106. All permanent employees shall be granted a maximum of 3 days off with pay per year, upon the approval of the CAO to volunteer for approved organizations and/or events.

PERFORMANCE MANAGEMENT

- 107. Supervisors and employees are strongly encouraged to discuss job performance and goals on a regular basis to provide both the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.
- 108. All Employees will receive annual performance assessment based on the calendar year work experience. All employees shall receive an evaluation of their performance by the beginning of November of any year
- 109. The Town Council will set salary grids for all Town positions.
- 110. The CAO on an annual basis shall determine adjustments or changes in compensation for individual employees within the salary grid.

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EDUCATION, TRAINING AND DEVELOPMENT

111. The Town encourages employees to continually upgrade their education, training, and development so that they can become more proficient in their present job and/or prepare for internal advancement.
112. Through the performance management process, mutually agreed upon goals and performance expectations are identified. Derived from this process are individual requirements for training and professional development.
113. Depending on the circumstances, Town may assist in the following ways:
 - a. Town will grant paid leave for approved time off to attend courses or seminars, and to write exams.
 - b. A Supervisor has authority to approve a course that is directly related to the present work environment if the course is included in the employee's performance plan and funds are included in the budget. Funding will be subject to budget approvals and time constraints. Any other course requires the prior approval of the CAO.
 - c. For courses or seminars of 5 consecutive days or less, Town may pay all registration fees in advance. Some expenses may be covered if the seminar is held out of the Town.
 - d. For courses or programs greater than 5 days in length the Town may:
 - i. Reimburse the employee for 1/2 of the registration fees in advance and the other 1/2 may be reimbursed on proof of successful completion of the program;
or
 - ii. The CAO may authorize the payment of the entire registration fee by the Town.
114. Any monies extended to an employee to take a course are viewed as advances. Town may require an employee to enter into a reimbursement agreement, which authorizes offsets from the final pay if the employee voluntarily leaves the Town.
Example: Employee leaves after eight months from the end of the course then the employee would be responsible for repaying the Town 4/12 of the amount of the funds advanced.
115. The request to have expenses other than registration fees reimbursed by the Town will require the advance approval of the employee's supervisor and the CAO and shall be based on the applicability of the course to the job functions of the individual making the request.

TERMINATION OF EMPLOYMENT

Termination without Cause

116. Termination of employment without cause may occur when:
 - a. upon the resignation or retirement of an employee;
 - b. pursuant to the terms of any employment contract;
 - c. upon reasonable notice to the employee; or

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- d. upon payment of salary in lieu of reasonable notice to the employee. Prior to termination without cause the CAO will consult legal counsel.

Termination with Cause

117. Circumstances justifying termination of employment with cause include, but are not limited to, serious misconduct, habitual neglect of duty, incompetence in the work required, conduct that is incompatible with duties or prejudicial to the employer's business, or willful disobedience of the employer's directions. Prior to termination with cause the CAO will consult with legal counsel.

Resignation

118. Employees are expected to provide a letter of resignation to their immediate Manager at least two weeks before the intended departure date. Supervisory employees are expected to provide a letter of resignation to their immediate Supervisor at least four weeks before the intended departure date.

DISCIPLINE

119. Disciplinary action arises from contravention of Town workplace rules and standards.
120. Disciplinary action must be approved by the CAO.

Disciplinary Process

121. When the Supervisor of an employee becomes aware that the employee may have contravened a Town workplace rule or standard, the Supervisor will discuss the matter with the employee informally, making clear the concerns of the organization and listening to the employee's side of the story. The Supervisor will make and retain a note of the discussion including the date established by the Supervisor for the next review.
122. If there is not sufficient improvement by the date of the next review, the Supervisor will write formally to the employee:
 - a. referring to the previous discussions;
 - b. detailing the concerns;
 - c. inviting the employee to a meeting with the Supervisor; and
 - d. informing the employee that they can be accompanied by someone of their choice.
123. If the Supervisor's decision is that no further action should be taken, the Supervisor will write to the employee giving the decision and file the letter on the employee's file with the note referred to in this Section.
124. If the Supervisor's decision is that further action should be taken, the Supervisor will provide the CAO with a file containing:
 - a. the summary of the informal meeting;

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- b. the letter referred to in this Section;
 - c. the summary of the meeting referred to in this Section; and
 - d. Supervisor's recommendation for further action which could range from written reprimand, to suspension without pay or dismissal in cases of serious misconduct.
125. The CAO will review the file and, if satisfied that there is reason to consider further action, will write formally to the employee:
- a. providing the file;
 - b. detailing the concerns;
 - c. inviting the employee to a meeting with the CAO; and
 - d. informing the employee that they can be accompanied by someone of their choice.
126. Following the meeting, the CAO, after consulting with legal counsel and if the intended decision is a reduction in pay or dismissal, will write to the employee giving the decision and the reasons for the decision.
127. If the outcome is a written reprimand, the reprimand will clearly state:
- a. the improvement required;
 - b. the date by which this improvement is required;
 - c. the consequences of failing to improve; and
 - d. how the employee can appeal against the decision.
128. If the employee who received the written reprimand fails to improve or change within the specified period, the process described in this Section will be followed again.
129. If the employee still fails to improve or change within the period specified in the final warning, dismissal will be considered.

APPEALING A DISCIPLINARY DECISION

Written Reprimand

130. Within 15 days of the date of the CAO providing written notice of a disciplinary decision related to a written reprimand, the employee may request that the Town Council review the decision.
131. The CAO may establish appropriate review procedures, provided that the employee is allowed to present their case orally, in writing, or both.
132. The Town Council will complete the review within 30 days of receiving the request, and the CAO will notify the employee in writing of whether the disciplinary action is upheld.

Reduction in Pay or Dismissal

133. If the disciplinary action results in suspension without pay or reduction in present salary, the employee may request in writing that the CAO established a review. The request must be made within 10 days of receiving the CAO's decision, or within 10 days of when the decision should have been received.
134. On receiving a request for a review, the CAO must review the matter with Town Council.

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- 135. The Town Council will consider the recommendations and make a decision and the decision of the Town Council is final.
- 136. An employee may withdraw a request for a review at any time.

HEALTH AND SAFETY

- 137. Providing a safe and healthful working environment for employees, customers, and visitors is a top priority for Town. Safety is a shared responsibility. Success depends on the alertness and personal commitment of all.
- 138. All employees, both in the office and on the outside sites, are expected to obey safety rules and to exercise caution in all work activities, including adhering to required safety procedures established on non-Town sites.
- 139. Employees are encouraged to come forward with ideas, concerns, or suggestions for improved safety in the work place. Reports and concerns about safety may be made anonymously, if the employee wishes, to the CAO.
- 140. Employees who violate safety standards, who intentionally cause unsafe conditions, who fail to report or, where warranted, fail to remedy such situations, will be subject to disciplinary action up to and including termination of employment.
- 141. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees must immediately notify the appropriate Supervisor. Such reports are necessary to comply with laws and initiate insurance workers' compensation benefits procedures.

Smoke Free Environment

- 142. In keeping with the intent to provide a safe and healthful work environment, smoking in the work place is prohibited.
- 143. A smoking area will be designated at an appropriate location in the Town.

Alcohol or Drugs

- 144. In keeping with the intent to provide a safe and healthful work environment, an employee must not:
 - a. report to work under the influence of alcohol or drugs; or
 - b. consume alcohol or drugs during normal working hours.

GENERAL WORKPLACE INFORMATION

Security of Information

- 145. All electronic confidential files should be password protected in the shared drive.
- 146. All confidential files should be kept in a secure and locked place.

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Use of the Internet

147. Downloading software from the Internet should be used with caution to avoid the spread of viruses and consequently cost incurred by the Town to repair the damage. Software should only be downloaded in consultation with the CAO.

Personal Use of Office Equipment

148. The use of office equipment is restricted to work only. The Supervisor may permit in special circumstances personal use of office equipment.

GIFTS

149. Employees are prohibited from accepting gifts or favours that could be seen to influence them in the discharge of their duties.
150. Personal integrity and sound business practices require that relationships with vendors, contractors, or others doing business with the Municipality be such that no employee can be accused of showing favouritism or bias.

MEDIA AND PUBLIC RELATIONS

151. All press/media inquiries are to be handled through the CAO.

USE OF PUBLIC RECREATION FACILITIES

152. All town and recreation staff and their families (spouse and children under 18 years of age), all town council members and their families, all recreation board members and their families and all Killam Ag Society members and their families will attend all public swimming, public skating and shinny at no cost.
153. All town and recreation staff and their families (spouse and children), all town council members and their families, all recreation board members and their families and all Killam Ag Society members and their families will attend all aquatic fitness classes at no cost.
154. Swimming lessons, advanced courses, facility private rentals will still require payment at the regular rates.

IMPLEMENTATION

155. This policy shall be posted on the website.
156. Polices 6.1, to 6.14 inclusive are hereby repealed.

_____ Initial

_____ Initial

	Date	Resolution Number
APPROVED		
AMENDED	Oct 6, 2018	
AMENDED		

Ben Kellert
Mayor of the Town of Killam

Kimberly Borgel
CAO of the Town of Killam

_____ Initial

_____ Initial

Title	Working Alone	Policy number	B008
Policy Reference			
<i>Administration and Human Resources</i>			

PURPOSE

To ensure the safety of Town employees whose employment requires that they work alone.

DEFINITIONS

“Work alone” means when an employee is working in a situation where they are not in close proximity to a fellow worker

POLICY

1. The department head or supervisor shall conduct a hazard assessment to identify existing or potential hazards and establish a means of communication, (i.e. radio or telephone), with a person capable of responding to the workers needs.
2. In instances where no effective means of communication is available, the supervisor or designate shall visit the worker or arrange for the worker to call in at a designated time.

IMPLEMENTATION

1. This policy shall be posted on the website
2. Policy - New

	Date	Resolution Number
APPROVED		
AMENDED		

Bud James, Mayor

Kimberly Borgel, CAO

_____ Initial

_____ Initial