



Human Resources Policy

Council

A. Policy Responsibility and Policy Administration


- a. Human Resources Responsibilities of Council
 - i. Council understands that its primary responsibility with respect to Human Resources Management is the hiring and management of their sole direct report, being the Chief Administrative Officer (CAO).
 - ii. Council shall always maintain a current contract between Council and the CAO, which shall remain confidential notwithstanding any appropriate financial disclosures required by any Act.
 - iii. Unless otherwise determined by Council, the provisions in this policy apply to the CAO in addition to all other employees.
 - iv. Council understands that the administration of this policy rests solely with the CAO.
 - v. Council may change this policy from time to time with advice of the CAO.
 - vi. Council shall formally review this policy in the 3rd year of every Council term in 2024, 2028, 2032 and so on.
 - vii. The CAO shall provide recommended improvements or material changes to Council of this policy as needed.

- b. Human Resources Responsibilities of Administration
 - i. Changes and administration thereof to Section “Administrative” and subsequent Sections of this policy shall be the responsibility of the CAO.
 - ii. Where the CAO deems a change may be “material” in nature, he/she must seek Council approval; significant budget implications being an example.
 - iii. Administration of this policy lays with the CAO, unless otherwise delegated by him/her.
 - iv. This policy shall be adhered to unless by the judgement of the CAO, circumstances warrant exceptions be granted on a case-by-case basis.
 - v. Where significant changes are deemed necessary to this Policy, the CAO may at any time recommend appropriate changes to Council.

Council Approval; date of Council meeting: July 18, 2023

Signatures:

July 19, 2023 



Date Mayor on Behalf of Council
Yoko Fujimoto

Chief Administrative Officer
Sharon Zacharias

Administrative

B. Human Resources Philosophy

- a. Employee Relations Principles
 - i. The Village of Rosemary is committed to fair hiring practices, competitive pay and benefits, development opportunities from time to time and the treatment of every employee with full respect and dignity at all times.
 - ii. Rosemary is committed to the fundamental principles of equal employment opportunity. Rosemary shall not discriminate against any person with respect to that person's race, marital status, religious beliefs, family status, race, colour, gender, ancestry, place of origin, physical or mental disability, or sexual orientation.
 - iii. Rosemary, at all times, will administer all Human Resources matters and this policy in full compliance with all laws that exist at the time.
 - iv. Rosemary believes in fairness and "doing what is right" when circumstances arise that are not covered in this policy or any legislation.
- b. Personnel Records
 - i. Personnel individual files shall be maintained for all employees and will not be accessible to the public unless approval is provided by an approved FOIP Officer.
 - ii. Council members shall not have access to any personnel files except for the file of the CAO only.
- c. Respectful Workplace
 - i. Rosemary provides all employees with a psychologically safe working environment free from any form of discrimination, sexual harassment, bullying and free of inappropriate abuse of any manner from the public, Council members or each other.
 - ii. Any matter above reported or known of shall be reviewed by the CAO and dealt with accordingly.
 - iii. In a case where an employee wishes to bring a respectful workplace complaint about the CAO forward, the complaint must be provided in writing with a confidential copy provided to each member of Council and Council shall act accordingly.

C. Employment

- a. Employment Principles
 - i. The Village of Rosemary believes that the selection of well-qualified personnel is essential to the efficient and effective operation of the Village.
 - ii. Rosemary shall strive to provide fairness to every aspect of employment including recruitment, hiring, conditions of employment, training, promotions, and employment termination for any reason.

b. Hiring

- i. Rosemary is committed to recruiting and selecting individuals who are the most qualified to perform the requirements of each position available. Candidates for job vacancies may be filled from existing staff or from outside sources.
- ii. When a vacancy occurs or a new position is created for a permanent position and it is decided to fill the vacancy, such vacancy shall be reviewed internally for possible growth opportunities of an existing employee.
- iii. Employees of the Village must refrain from any real or perceived conflict of interest in the recruitment of hiring of any immediate family member including spouse (including common-law partner), children, step-children, a parent (including step or in-law) or siblings (including step, foster and in-law).
- iv. Immediate family members (as noted above) of the CAO or Council member shall not be hired while the CAO or Council member is serving in their role.
- v. External recruitment for permanent or temporary positions requires the prior approval of the CAO.
- vi. Any successful applicant(s) for a permanent full-time job vacancy shall be given a written offer of employment which outlines all the terms and conditions of employment for that vacancy and using the forms (such as payroll) that the Village provides.
- vii. Any applicant(s) accepting an offer must sign a job offer before commencing any work.
- viii. No offers or commitments, financial or otherwise, may be made to any job candidate until CAO approval has been provided.
- ix. Part time staff members shall submit a resume or an application form and submit a new staffing information form that shall outline the position and the wage rate.

c. Temporary or Seasonal Employees

- i. Any temporary or seasonal worker shall have specific terms outlined in their employment offer documents to ensure clarity of the nature of the work, remuneration, benefits, terms of employment and length of the term of the employment requirements.

d. Orientation and Probation

- i. All new employees shall serve a Probationary Period consisting of the first three (3) months after the date of hire. During the Probationary Period, the employee or the Village may end the employment relationship at any time, providing the provisions of the Alberta Employment Standards Code are followed.
- ii. Upon completion of the Probationary Period the employee may be offered a permanent role or be terminated in writing.

- iii. Any temporary or short-term employee, such as a seasonal worker, under a specific short-term employment agreement shall be exempt from a Probationary Period.
 - iv. All new employees shall be provided with adequate training and orientation such that a safe and successful employment commencement occurs.
 - v. The Village shall use a new employee checklist, which shall include but not limited to forms requiring signatures, personal protective equipment, key policies, safe work procedures, performance monitoring, security systems and knowledge of Village personnel.
- e. Discipline
- i. The rules of natural justice will be adhered to at all times when any disciplinary is warranted.
 - ii. In their respective roles the CAO and supervisors provide employees with ongoing performance feedback. Supervisors monitor performance to ensure expectations are being met.
 - iii. At the discretion of the CAO or the employee's supervisor, the Village may utilize a process of formal discipline in the form of a verbal warning, written discipline, demotion, time off (with or without pay) and employment termination.
 - iv. When an employee has been provided with any written discipline, demotion, disciplinary time off or dismissed from employment, the employee shall be informed in writing of reason(s) for such action.
- f. Termination for Just Cause or Without Just Cause
- i. The CAO shall be involved in all terminations and may utilize legal counsel as he/she deems warranted.
 - ii. Termination for just cause, without just cause, or for progressive disciplinary measures shall be performed adhering to all rules of natural justice and appropriate laws in place at the time.
 - iii. Termination without cause shall be dealt with on a case-by-case basis and shall follow all rules of natural justice and appropriate laws in place at the time.
- g. Resignations and Retirements
- i. All provisions of the Alberta employment standards – terminations and termination pay shall be adhered to, always using the latest standards adopted by the Province of Alberta.
 - ii. All personal financial obligations by the Village shall be met within the timeframes as outlined in all laws and statutes.
 - iii. The pension plan shall consist of a plan whereby after one full year of employment, permanent employees who are scheduled to work more than 20 hours per week the Village will match up to 4% RRSP contribution which is managed by the employee.

- iv. Employees will be provided with an opportunity to have an exit interview with the CAO or designate.
- h. Final Pay
- i. An employee's final pay includes all wages, overtime, outstanding expense claims, general holiday pay and vacation pay owed.
 - ii. Final pay will be made available within five (5) consecutive days following the last day of employment, unless otherwise required by the Province of Alberta's laws.

D. Pay and Performance

a. Pay Principles

- i. The Village will ensure that pay for all employees shall be competitive with pay in other villages in Alberta.
- ii. The Village will ensure that the remuneration shall consider any regional competitive nature of attracting and retaining employees.
- iii. The CAO will review wage and salary scales annually and adjust as appropriate.
- iv. The CAO shall work within the budget parameters set and to present to the Council of the day a wage scale proposal that is equitable.
- v. The CAO shall annually propose to Council such matters as staffing levels, employee numbers, pay grid, merit increases, hourly pay. The CAO may provide to Council such information as emerging needs, cost of living information or other data that Council may require.
- vi. Matters that have personnel impact that are unforeseen such as natural disasters, disruption, pandemics etc. will all be addressed on a case-by-case basis as the need arises.

b. Hours of Work and Pay

- i. Hourly paid employees are required to submit a monthly timesheet of each month three (3) days prior to the end of each month and shall be paid based on hours worked.
- ii. All employees shall be paid monthly and shall be based on the hours worked in the pre-defined pay period.
- iii. All employees shall be paid by cheque or electronic transfer, if provisions are in place.
- iv. The regular hours of work for administrative employees shall be Monday to Thursday from 9:00 am to 1:00 pm, or as determined from time to time, with no meal break.
- v. Public Works employees will work from 7:00 am to 4:00 pm, or as determined from time to time, with a meal break.
- vi. Postal Office employees will work Monday to Friday, with working hours and holidays as per dealership agreement with Canada Post.

- vii. Full-time employees (greater than 35 hours per week) shall receive two paid rest breaks of 15 minutes each and one unpaid meal break per day.
- c. Overtime, On Call and Call Outs
 - i. Overtime shall be recorded on a daily basis and paid at the rate of 1.5 times normal wage rate.
 - ii. Public Works shall have an employee on call at all times to address emergencies that may occur from time to time without hourly paid compensation.
 - iii. Any employee called out during unscheduled hours shall be paid 1.5 times their normal wage rate.
- d. Authorized and Unauthorized Absences
 - i. All absences shall be discussed with the supervisor of the employee.
 - ii. All permanent employees can receive up to five (5) sick days per year, based on their normal work hours for that particular work day.
 - iii. Dental and medical appointments shall normally be scheduled outside of normal work hours unless practically not possible to do so; sick days can be used for such appointments.
 - iv. Temporary or short-term employees will be paid for hours worked only.
 - v. Any unauthorized absence shall be dealt with on a case-by-case basis. Circumstances will be reviewed and appropriate disciplinary action may be taken, up to and including termination.
- e. Flex Time, Job Sharing and Time in Lieu
 - i. The Village maintains a very flexible work schedule permitting time off in lieu of overtime hours worked.
 - ii. Job sharing opportunities that may arise from time to time shall be reviewed by the CAO on a case-by-case basis.
 - iii. Any "flex time" or flexible schedule needs that may arise from time to time shall be reviewed by the CAO on a case-by-case basis.
- f. Performance Discussions
 - i. Each Village employee will receive an annual Performance discussion conducted by the CAO.
 - ii. Performance issues that may arise from time to time are addressed immediately and shall not be held over until a formal annual Performance discussion.
 - iii. A Performance discussion may be provided for a temporary employee.
 - iv. A Performance discussion may be provided at the completion of the probationary period.
 - v. If there are any documents generated as a result of any Performance discussion, such documents shall be placed in the respective personnel files plus a copy provided to the respective employee.

- vi. The Public Works Foreman shall be present with the CAO during all Public Works reviews.

E. Benefits

a. Benefits Principles

- i. The Village will ensure that benefits provided shall be competitive with benefits in other villages in Alberta.
- ii. The Village will ensure that benefits provided considers any regional competitive nature of attracting and retaining employees.
- iii. The Village shall retain an insurance company who provides a Group Benefits Program.
- iv. Employees shall be enrolled in the Group Benefits Program for the Village upon completion of the Probationary Period.
- v. All permanent employees working more than 20 hours per week shall be enrolled in the Benefits Program.
- vi. The Village shall pay all premiums for the Benefits Program.
- vii. All employees will receive a benefits information package upon commencement of employment.
- viii. The Benefits Program will terminate when an employee ceases employment, unless otherwise stated within the Program (such as for disability provisions).

b. Benefits Program

- i. Enrollment in the Benefits Program is mandatory for all employees.
- ii. Council members participate in the insurance portion of the Benefits Program, paid for by the Village.
- iii. Benefits include:
 - Extended Health Care
 - Vision Care
 - Dental Care
 - Basic Group Life Insurance
 - Weekly Indemnity (STD)
 - Long-Term Disability (LTD)
 - Accidental Death and Dismemberment
 - Employee Assistance Program (EAP)
 - Critical Illness Insurance

c. Training

- i. The Village is committed to ensuring employees receive training to do their jobs and additionally for personal growth.
- ii. Training may be required for many job duties and such training will be provided by the Village.
- iii. Training opportunities for an employee's growth shall be reviewed and provided from time to time and shall be considered on a case-by-case basis.

d. Vacations Planning and Vacation Pay

- i. Approval of days off and vacation shall be at the discretion of the employee's immediate supervisor.
- ii. Vacation time should be taken in full day increments, if all possible.
- iii. Entitlement for permanent staff working hours greater than 20 per week, shall be as follows, prorated for annual hours worked:
 1. 1-5 Years of Service: 10 workdays
 2. 6-12 Years of Service: 15 workdays
 3. 12+ Years of Service: 20 workdays
- iv. Entitlement for temporary/short-term staff and staff working hours less than 20 per week, shall be as follows, applied to monthly hours worked:
 1. 1-5 Years of Service: 4%
 2. 6-12 Years of Service: 6%
 3. 12+ Years of Service: 8%
- v. Employees become eligible for their entitled vacation days exactly one year after the employee's date of hire and shall be subsequently administered and accumulated on a calendar year basis.
- vi. Subject to any provincial laws that may apply from time to time, vacation days may be carried over to the following year, at the discretion of the CAO.
- vii. Unused vacation days maybe bought out by the Village at the end of December annually, at the discretion of the CAO.
- viii. Employees receive their current rate of pay while on vacation and during payout.

e. Holidays

- i. The Village recognizes the following general holidays:
 - New Years Day
 - Alberta Family Day
 - Good Friday
 - Victoria Day
 - Canada Day
 - August Civic Holiday
 - Labour Day
 - Thanksgiving Day
 - Remembrance Day
 - Christmas Day
 - Boxing Day
- ii. Other
 - Postal outlet employees shall be entitled to the Federal general holiday of Easter Monday but not the Alberta Family Day.
- iii. Employees will be paid holiday pay in accordance with provincial legislation.

- iv. Full time employees are eligible for holiday pay providing he/she works on the last scheduled shift before and the first scheduled shift after the scheduled holiday unless an otherwise approved absence is obtained.
 - v. Part time employees must work five (5) days of previous nine (9) days prior to the weekday that the holiday falls on to be eligible for holiday pay.
 - vi. If an employee works on a general holiday, in addition to being paid regular pay for any holiday, an employee shall additionally be paid 1.5 times his or her regular hourly rate or one day in lieu at the discretion of the CAO.
 - vii. If a holiday falls during any leave of absence longer than two (2) weeks, employees will not receive holiday pay or a day in lieu.
- f. General Illness
- i. Employees are provided job protection when absent due to illness or injury as per Alberta Labor Standards and/or WCB.
 - ii. Employees may be required to submit a medical certificate confirming the reason for absence.
 - iii. Paid sick leave shall be a maximum of five (5) days in a calendar year.
 - iv. Sick days may not be carried over and shall not be bought out at yearend.
- g. Short-Term Disability
- i. Employees are eligible for short-term disability leave as per Employee Group Plan (Sunlife) or through the EI Sickness Benefit.
 - ii. The first five (5) days of a consecutive short-term disability absence shall be classified as General Illness, or at the discretion of the CAO.
 - iii. Short-term disability shall begin to be administered on the sixth calendar day of such an illness instance, or at the discretion of the CAO.
 - iv. Short-term disability leave of eight (8) or more days absence requires submission of a medical assessment or certificate to the Village by the employee.
- h. Long-Term Disability
- i. Long-term disability provides additional coverage beyond short-term disability and commences when short-term disability expires.
 - ii. Long-term disability shall be administered consistent with the Group Benefits Plan for the Village.
- i. Jury Duty, Voting Leave, Compassionate Care and Bereavement
- i. Time off as bereavement leave to grieve the death of an immediate family member shall be up to three (3) paid days for all permanent employees. Additional time off or assessment of the application of this policy shall be at the discretion of the CAO.
 - ii. Upon submission of medical proof of the health condition of a gravely ill family member, the Village is required to provide an employee up to eight (8) weeks of unpaid leave to care for the family member. Additional time is at the discretion of the CAO.

iii. Time off for election voting, jury duty and if subpoenaed to court as a witness shall be provided. Pay and appropriate time off shall be dealt with on a case-by-case basis and shall be consistent with all provincial legislation in place at the time.

j. Maternity and Parental Leave of Absence

- i. Expectant employees are entitled to be absent without pay for up to 52 consecutive weeks commencing at any time during the 12 weeks preceding the expected date of birth.
- ii. Leave is comprised of 15 weeks of maternity leave and 37 weeks of parental leave without pay.
- iii. Parental leave of 37 weeks may be provided to an employee within the 52 week period as outlined in (i) above.
- iv. Employees are provided one day off with pay to attend the birth or adoption of their child.

F. Code of Conduct

- a. Appropriate and professional conduct is required by all employees.
- b. Proper ethics and conduct includes mutual respect, a general sense of caring and common sense toward each other plus within the community and the region that employees serve.
- c. From time to time employees may be in possession of or have access to or knowledge of information such as financial, Council information, information technology (IT) provisions and shall not divulge any information that would be contrary to FOIP or Village security and safety.
- d. All employees must obey and observe all laws of federal, provincial and local governments and any contravention on the job must be reported to the CAO. All criminal matters shall be referred to the RCMP for resolution.
- e. Keys, pass-cards and credit cards used in the course of doing Village duties are deemed Village-owned and must be returned upon request, at the time of a lengthy absence or at the end of employment.
- f. No employee may enter into a romantic relationship with another employee where there is direct or indirect reporting involved and any relationships must be reported to the CAO to ensure there is no conflict of interest involved.
- g. No employee shall be discriminated against.
- h. Employees may not conduct any Village business resulting in the possibility of personal or family financial gain.
- i. Any money or gift of any kind given by a member of the community provided to an employee greater than a value of \$20 must be reported to the CAO who may determine next steps.

G. Health and Safety

- a. Health and Safety Principles
 - i. The Village is committed to a workplace that provides a safe and injury-free environment for all employees.
 - ii. Compulsory training shall be provided when appropriate.
 - iii. Bi-Annually, a \$100 credit will be given towards the purchase of steel-toed work boots to all public works employees. Other safety equipment that may be required to perform the duties of the employee will be supplied by the Village.
 - iv. Where applicable, in particular for Public Works employees, training in any safe work procedures shall be provided to affected employees.
 - v. The Village shall provide appropriate Personal Protective Equipment necessary to perform particular duties in the Village and employees are required to use the right PPE for the right job.
 - vi. Employees must ensure they are equipped with fully functioning communication devices when working alone.
- b. Employee Injured at Work
 - i. Employees must report to their supervisor any accident if injured at work and the accident shall be investigated by the Village.
 - ii. The Village shall pay any employee for the full day of an accident if the employee is absent from work for any hours.
 - iii. Injuries that require an employee to miss work for more than one day shall be further reviewed by the CAO for appropriate modified duties, sick leave or WCB benefits that are assigned to the Village.
 - iv. Doctor verification may be required by the CAO, depending on the circumstances and needs of the Village or WCB.
- c. Driving or Operating Equipment
 - i. Use of mobile/cellular phones while operating Village vehicles or equipment is prohibited.
 - ii. Any tickets received by any employee while operating or driving a Village mobile unit shall be paid for by the employee guilty of the offence.
 - iii. All local, provincial and federal laws must be adhered to at all times.
 - iv. Any accident involving any mobile unit must be reviewed by the supervisor on a case-by-case basis.
- d. Alcohol and Drugs
 - i. Employees shall not drink alcohol, consume/drink/smoke cannabis products, or consume drugs while working.
 - ii. Employees must alert their supervisor if any medication taken is causing any impairment or side-effects at work.

H. Miscellaneous

- a. Long Service Recognition for Permanent Administration and Public Works Employees:
- i. The Village will recognize service milestones of every five (5) years with a gift or gift certificate as follows:

	<u>Full-time</u>	<u>Part-time</u>
1. After five (5) years	\$200	\$100
2. After ten (10) years	\$300	\$150
3. After fifteen (15) years	\$400	\$200
4. After twenty (twenty)	Case-by-case basis	
 - ii. The Village will recognize any employee entering into retirement after twenty (20) years of service with a retirement gift or \$500 certificate and host a retirement recognition luncheon for anyone retiring.
- b. Personal Use of Village Equipment
- i. The Village shall not lend any equipment to any employee or council member for their personal use.
 - ii. The Village shall provide a Village-owned phone for Public Works staff.
 - iii. The Village shall provide the Public Works Foreman a vehicle.
 - iv. The Village shall make available a vehicle for a Public Works employee to use while on call.
 - v. The Village does not lend any equipment to a member of the community for their personal use.
- c. Travel and Expenses
- i. Seminar, workshop, conference or training fees related to Village matters will be paid for or reimbursed by the Village.
 - ii. Meals when not provided by the work-related event will be reimbursed at cost upon submission of receipts.
 - iii. Expenses that are directly related to work-related travel such as parking or accommodation will be reimbursed upon submission of receipts.
 - iv. If an employee travels using a personal vehicle the employee is eligible to claim mileage reimbursed at the policy approved rate in place at the time.
 - v. Personal entertainment, citations, travel companion costs or the purchase of any alcohol is deemed an ineligible expense.
- d. Seminars, Conferences, Networking Events and Conventions
- i. The Village of Rosemary believes that investing in employee development is important to retain employees and providing work-related training and development opportunities such that employees are well-trained, able to perform all duties, cover for one another and provide for succession.
 - ii. Training, development and networking opportunities will arise on a regular basis and will be reviewed by the CAO for possible benefit for the Village and employees.

- iii. Depending on workload, employee availability, budget, Village need and employee need the CAO may approve attendance and payment of expenses for the employee to attend appropriate seminars, conferences, networking events or conventions.
 - iv. The attendance at any of these events shall be administered by the CAO on a case-by-case basis.
- e. Firefighters
- i. The Village recognizes the significant commitment, value and training needs of the firefighters and remuneration is provided annually, in December, with an amount determined regionally and directed by the Rosemary Fire Committee.

Approved Date: July 18, 2023 [C-74/23](#)

File Draft: March 21, 2023