

POLICY NO. 16/05

POLICY TITLE: Personnel Policy

DATE ADOPTED: May 24th, 2005

PURPOSE: This manual was prepared to provide a uniform, fair and effective system of personnel administration for the Town and to provide a mutual understanding between employees and management through the Personnel Policy approved by Town Council.

The purpose of this manual is to:

- a) establish the terms and conditions of employment and to provide of method of resolving grievances;
- b) ensure the provisions of this manual are consistent with the established principles of personnel management;
- c) ensure the procedures are fair to both the employer and employee and adequate protection is provided for the interest of both parties;
- d) ensure the Personnel Policy of the Town of Bentley is consistent with the Alberta Statutes and Regulations of Employment Standards, Workers' Compensation Board and Occupational Health and Safety.

This policy will be periodically reviewed and revised where necessary. Any additional memorandums issued concerning the personnel manual will be distributed to the managers and employees. Any questions concerning this manual should be directed to the Chief Administrative Officer.

CANCELLATION: This policy cancels Policy 7/2000.

POLICY STATEMENT: As attached.



Mayor



Chief Administrative Officer

PERSONNEL POLICY

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TOWN OF BENTLEY
Personnel Policies

Article 1 Purpose

- 1.1 The purpose of this policy is to maintain harmonious and mutually beneficial relationships between the employer and the employee. The policies are intended to clearly define the rights and responsibilities of the employer and employee as well as outline guidelines and procedures of various items related to personnel. These policies lay the foundation to achieve a positive workplace environment where competent motivated employees provide valued and valuable efforts in the service of the Town of Bentley.

Article 2 Definitions

- 2.1 “Employer” shall mean the Town of Bentley and shall include such officers as the Municipal Council may direct or delegate.
- 2.2 “Employee” shall mean any of the following” Full-time Employee, Part-time Employee, Contracted Employee, Casual Employee or Probationary Employee as defined in this document.
- 2.3 “Full-Time Employee” shall mean someone who has completed their probationary period and who works regularly scheduled shifts.
- 2.4 “Part-Time Employee” shall mean someone who has completed their probationary period and who works regularly scheduled shifts of regular full-time employees.
- 2.5 “Contracted Employee” shall mean someone whose employment will be terminated on a date specified by the Employer at the time his or her employment begins. The employer may terminate their employment prior to the specified date in accordance with the Employment Standards Legislation in place at the relevant time.

- 2.6 “Seasonal Employee” shall mean those employees who are employed for a specific project or a specified period of time which may be extended for a reasonable additional period of time. A seasonal employee who is awarded a permanent position in the same job shall be considered to have served the probationary period upon the completion of six (6) months of continuous service.
- 2.7 “Probationary Employee” is someone who is completing a probationary period of employment.
- 2.8 “Manager” shall mean the Chief Administrative Officer.
- 2.9 “CAO” shall mean the Chief Administrative Officer and is responsible to the Employer. The CAO is responsible for the direction, coordination and administration of all matters pertaining to Town personnel in accordance with Council approved policies.
- 2.10 “Delegation of Responsibility and Authority” shall mean the right of the CAO to delegate responsibility and authority to Department Heads.
- 2.11 “Promotion” shall mean the advancement of an employee to a position paying higher wages than the position from which they came.

Article 3 Recruitment and Selection

- 3.1 it is the policy of the Town to fill vacant positions with the candidate possessing the best combination of knowledge, abilities and skills.
- 3.2 The Mayor and Council shall appoint, by Bylaw, a person to carry out the powers, duties and functions of the position of Chief Administrative Officer in accordance with the Municipal Government Act.
- 3.3 The CAO shall have the authority to hire all other employees and may delegate said authority to a department head subject to CAO approval of the selection of an individual to the position.

- 3.4 Newly established positions must be approved by Town Council on a recommendation from the CAO. Upon approval of Town Council, established positions will be posted on the Town's bulletin board(s) and such vacancies may be advertised on an open competition basis.
- 3.5 Personnel hired by the Town will be given a position title, and written job description upon commencement of employment. The CAO or Department Head will instruct new personnel as to their position title, probationary period and rate of pay and provide a current copy of the Personnel Policy and Town Organizational Chart.

Article 4 **General Employment Conditions**

- 4.1 Employees coming under the scope of this policy shall:
 - a) Recognize the right of the Employer to hire, promote and demote, transfer, suspend or otherwise discipline and discharge any employees, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.
 - b) Recognize the right of the Employer to operate and manage its business in all respects in accordance with its obligations and to establish and alter from time to time rules, regulations and practices to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this policy.

The Employer reserves all rights not specifically limited by the terms of this policy.

- 4.2 Employees should at all times conduct themselves in such a professional manner and act in such a way there shall be no adverse reflection against the Town of Bentley and no needless obstacle hindering satisfactory performance of duty. Failure to perform with the highest degree of personal integrity and conduct may result in disciplinary action and/or dismissal for cause. (See Article 14)

Article 5 **Employment Standards Legislation**

In referring to the applicable employment standards legislation, it is expected that the *Employment Standards Act* of the Province of Alberta will, subject to relaxations granted by the appropriate authority, apply but it is anticipated that the Act will be amended from time to time after these policies are put into place by the Employer. In the event that any provision of this Policy conflicts with any present or future employment standards legislation, the conflicting provision shall be severed and be of no effect, without affecting the other provisions of this policy.

Article 6 **Seniority**

6.1 Probationary Period

The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The employer uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or the employer may end the employment relationship at any time during the probationary period, with or without cause and with one week's notice.

Upon satisfactory completion of the probationary period, employees enter the permanent employment classification.

a) Department Heads:

Those employees serving in department head positions shall serve a six month probationary period.

b) Regular Full Time and Regular Part Time Employees Serving in Support Positions:

The probationary period shall be three months of continuous service for regular full time employees or the equivalent number of hours for regular part time workers. The probationary period may be extended a further three months where warranted by special circumstances. Such extension shall be recommended by the Department Head and approved by the CAO.

6.2 Seniority

No employee shall have seniority until they have completed the required probationary period and has been accepted as physically fit for employment. After an employee has completed their probationary period of employment, seniority shall date from the beginning of the probationary period.

6.3 Performance Management

- a) A position description shall be created for each permanent position within the administrative structure of the Town. Such description shall set out the required duties and assigned responsibilities of each position as well as the required and preferred qualifications for those candidates being considered for a position.
- b) A written Performance Evaluation in a form prescribed by the Chief Administrative Officer shall be completed for each employee at the end of the six month probation period and at each year's date of hire anniversary.
- c) The evaluation shall be performed by the employee's immediate supervisor and reviewed by the employee. Evaluation forms will be subsequently reviewed by the Chief Administrative Officer.

6.4 Role of Seniority

In all cases involving layoff, recall, or filling of vacancies, seniority shall govern providing ability is relatively equal or sufficient to perform the required duties in a satisfactory manner. Seniority shall govern on a service wide basis.

6.5 Loss of Seniority

Seniority shall be lost by reason of:

- a) termination of employment by the employee or employer;
- b) discharge for cause;
- c) if the employee fails to report for work without permission to be absent for a period exceeding two days
- d) on the expiration of six months following a lay-off during which time the employee has not been recalled;
- e) in cases where the long term disability exceeds one year
- f) in cases where the W.C.B. exceeds one year;
- g) on retirement.

6.6 Seniority will continue to accrue during:

- a) compassionate leave;
- b) jury duty or court services;
- c) vacation period;
- d) salary continuation benefits being paid;
- e) leaves of absence under thirty days;
- f) Workers' Compensation absences under thirty days.

6.7 Seniority will not accrue but the employee's seniority standing will be maintained during:

- a) periods of lay-off; under six months duration;
- b) Workers' Compensation in excess of thirty days, but under one year;
- c) non-paid sick time;
- d) periods of long term disability of one year duration or less;
- e) maternity leave in excess of thirty days;
- f) adoption leave in excess of thirty days.

Article 7 **Hours of Work and Overtime**
(Division 3 - Employment Standards Code - Alberta Human Resources & Employment)

Hours of Work

- 7.1 The provisions of this article are intended to establish a basis for the computation of overtime and shall not be construed as a guarantee of hours of work per day or per week.
- 7.2 The number of regularly scheduled hours of work in a day and in a week shall not exceed the following:
- a) Municipal Office - 7 hours per day, 35 hours per week; one hour off for lunch.
 - b) Public Works Foreman - 8 hours per day, 40 hours per week, half hour off for lunch.
 - c) Public Works/Outside Workers/Seasonal - 8 hours per day, 40 hours maximum per week; half hour off for lunch.
- 7.3 Work is established on an hourly basis unless otherwise required. Days of work and the times to begin and end work will be scheduled by the Department Head or Chief Administrative Officer.
- Employees will be notified 24 hours prior to change of shift.
- 7.4 Subject to the needs of the Municipality, whenever possible, each employee shall have two consecutive days off in a week.
- 7.5 All employees shall receive one fifteen minute work break in each half day worked, the times of which shall be scheduled by the Department or the Chief Administrative Officer.

Such rest periods may be required to be taken at the job site or work station when travel time causes undue loss of productive time.

Overtime

(Division 4 - Employment Standards Code - Alberta Human Resources & Employment)

- 7.6 Overtime shall be paid in accordance with the regulations issued by the Board of Industrial Relations pursuant to the Alberta Labor Act.
- 7.7 All overtime must be authorized by the CAO or Department Head in advance. Time sheets, showing regular hours of work and authorized overtime shall be submitted to the CAO by Department Heads as per the schedule provided to staff by administration.
- 7.8 Time sheets respecting hours of work and overtime shall be signed by the Department Head before being submitted to the Town Office.
- 7.9 No overtime will be paid Department Heads or the CAO unless authorized by Council. It should be noted under Employment Standards regulation an employee employed in a managerial capacity is excluded from overtime compensation. Should a dispute arise regarding the issue of management designation and a claim for overtime, the employee and the employer shall, by mutual agreement make application to the Employment Standards Branch for a determination.
- 7.10 Employees and the Employer may enter into a written overtime agreement (see Appendix A) providing it is not a condition of employment and is accepted by either the individual or a majority of employees affected.

With an agreement instead of overtime pay, employees will receive time off with regular pay equal to the number of overtime hours worked.

Article 8 Standby, Routine Checks and Call-Outs

Standby and Routine Checks

- 8.1 Standby duty shall be designated by the Public Works Department Head to employees on a rotating basis.

- 8.2 Standby duty will include but not be restricted to regular checks of the water and sewer facilities.
- 8.3 Standby duty shall be compensated at the rate of \$25.00 per day for Saturday, Sunday and all Statutory Holidays.
- 8.4 Weekend standby duties shall commence at the end of the week's last regular hour of work and end at the beginning of the next first regular hour of work.
- 8.5 All named holidays in Article 10 will be covered by standby duty as directed by the Town.

Call Outs

- 8.6 When an employee is required to respond to a call he shall receive a minimum of two hours per day at the applicable overtime rate. The time paid for this call shall be from the time the employee left their residence until the time they return home. Should any additional calls be received during the first two hours of the first call out, they shall respond to the call as part of the original call out.
- 8.7 When an employee while on standby is unable to report to work when required, no compensation shall be granted for the total standby period.
- 8.8 An employee shall not normally be required to standby on two consecutive weekends or two consecutive paid holidays where other qualified staff are available.

Article 9 Vacation

(Division 6 - Employment Standards Code - Alberta Human Resources & Employment)

9.1 Vacation in Excess of Three Weeks

An employee shall be entitled to receive his vacation in an unbroken period except where his vacation entitlement is in excess of three weeks. In such a case, the employee's vacation entitlement may be taken in an unbroken period only with the approval of the CAO or Department Head.

9.2 **Vacation Schedules**

Vacation schedules shall be completed, approved and posted by May 30 of each year and insofar as the efficient operation of a department will permit, an employee shall have the right to choose his period of vacation according to seniority. In the event the employee and Department Head cannot agree to a vacation schedule by May 30, the Department Head shall assign the vacation period.

Except as otherwise authorized by the CAO, in writing, an employee shall take all of his vacation entitlement in the calendar year in which such vacation entitlement falls. Carryover vacation into the following year shall be requested in writing and only one week will be permitted to be carried over. The one week carryover shall be taken as an unbroken period prior to March 31 and the scheduling of the carryover must meet with the approval of the Department Head and the CAO.

9.3 **Leave of Absence, Layoff, Workers' Compensation Board, Disability**

An employee who is granted a leave of absence in excess of thirty days or is on layoff, Workers' Compensation or Disability shall have his period of vacation leave currently being earned, reduced on a pro-rata basis.

9.4 **Sick Leave and Vacation**

- a) Where a regular full-time employee qualifies for sick leave during their period of vacation there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be added to the vacation period or reinstated for use at a later date at the mutual agreement of the employee and the Department Head.
- b) In order for an employee to qualify for sick leave under this provision, he must have been hospitalized for a period of more than twenty-four hours and must provide proof of such stay in a hospital.

9.5 All employees covered by the Policy shall be entitled to vacations with pay as follows:

- a) After six months service with the Town, the employee is to have one week of annual leave.
- b) After one full year of continuous service - two weeks.
- c) After three full years of continuous service - three weeks.
- d) After ten full years of continuous service - four weeks.
- e) After twenty years of continuous service - five weeks.

9.6 Employees who are on scheduled annual vacation leave are not eligible for the following policy provision:

- a) Sick leave, unless hospitalized for 24 hours
- b) Compassionate leave
- c) Family illness

Article 10 **General and Proclaimed Holidays**

(Division 5, Employment Standards Code, Alberta Human Resources & Employment)

10.1 The following shall be observed as paid general and proclaimed holidays:

- a) January - New Year's Day
- b) February - Family Day
- c) April - Good Friday and Easter Monday
- d) May - Victoria Day
- e) July - Canada Day
- f) August - Civic Holiday
- g) September - Labor Day
- h) October - Thanksgiving
- i) November - Remembrance Day
- j) December - Christmas Day and Boxing Day

Plus any other general holiday proclaimed by the Municipal, Provincial or Federal Governments.

10.2 **Pay or Time Off for General Holidays**

Shall be administered as per Division 5, Employment Standards Code and Alberta Human Resources Employment.

Article 11 **Medical Examinations**

- 11.1 As a condition of employment or pre-employment, employees may from time to time be required to provide a current medical examination by a medical doctor designated by the employer. The cost for such medical will be borne by the employer.

The employer may require such a medical of an employee in respect to any claim for health benefits.

Article 12 **Leave of Absence**

- 12.1 A leave of absence is a written authorization for an employee to be absent from work with or without pay for a definite period of time which has been approved in advance by the employer.
- 12.2 All requests for leave shall be made in writing and shall be made at least one month prior to the beginning of the leave, except in situations of an unforeseen or emergency nature, in which case the employee's request shall be made as soon as they become aware of the situation which prompted the request for leave.
- 12.3 Any employee who has been granted a leave of absence and fails to return on the date granted by the employer shall be deemed to have abandoned their position unless such a delay has been satisfactorily explained.
- 12.4 Employees granted leave of absence without pay in excess of thirty days shall make arrangements through the Town Office to pay both the Town and employee benefit premiums before their leave of absence commences.

Compassionate Leave

12.5 In the event of death in the immediate family or other relative, an employee so bereaved shall be allowed time off from work without loss of pay according to the following guidelines:

- a) Regular full time and part time employees may be entitled to compassionate leave up to a maximum of three days with pay at the rate being paid on the working day prior to going on leave on the death of an immediate relative as follows:

- son, daughter, wife, husband, mother, father, sister, brother, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, common-law spouses and legal guardians.

If the employee requires traveling time exceeding the maximum of three days, the employee may apply to the CAO for additional unpaid days.

- b) In cases other than specified above, including pallbearer leave, the Town shall provide one working day paid leave of absence.

Critical Family Illness

12.6 In case of critical illness of a spouse or dependent where only the employee is able to provide for their needs, the employee shall be allowed three working days paid leave of absence to make arrangements for the care of the dependent or spouse. Such paid leave of absence must meet with the approval of the Department Head and CAO.

Jury Duty and Court Service

12.7 If employees are called to the courts for jury duty or as a witness subpoenaed by the Town, the employer will pay the difference between the pay received for such court service and the pay the employee would have normally received if he had been working, based on this basic pay rate.

The employees shall submit a statement of court fees received to the employer.

Maternity, Paternity and Adoption Benefits

- 12.8 In accordance with Division 7, Employment Standards Code and Alberta Human Resources Employment.

Education Pay

- 12.9 Where it is necessary for an employee to take leave of absence in order to attend educational conferences or sessions, or to write examinations to improve their qualifications and where such will be of benefit to the employer, such leave shall be given without loss of regular pay or seniority providing the employee has received prior permission of the CAO. Such requests and approvals should be made in writing.

Article 13 Sick Leave

Definition

- 13.1 Sick leave means the period of time a regular full time or regular part time employee is absent from work with full pay due to a bona fide sickness and/or injury that does not come under the provisions of the Workers' Compensation Act.

Non-Occupational Sickness and Accident Pay

- 13.2 Regular full time and part time employees of the Town, upon completion of the required probationary period and retroactive to the date of employment will accumulate non-occupational sickness and accident leave from year to year up to a maximum of twenty working days on the basis of one and one-half days for each full month of regular full time employment. Regular part time employees shall receive sick leave accumulation on a pro-rated basis.

Proof of Illness

- 13.3 a) The employee is responsible for contacting their supervisor in the morning of their first day of absence through sickness. Their supervisor may request a medical certificate from the employee at this point.
- b) By the third day of illness, the supervisor shall require a medical certificate from the employee.
- c) After seven days, the employee and/or supervisor must contact the CAO to have the employee put onto short-term disability. A medical certificate is required by the insurance company.
- d) In the case of an accident or hospitalization, the employee will be put onto short-term disability on the first day of absence.
- 13.4 A deduction shall be made from accumulated sick leave of all normal working days absent from sickness, exclusive of holidays. Deductions shall be made on the basis of all time absent from work.

For the purpose of sick or medical leave or medical appointments, absences shall be allocated in half day blocks.

Article 14 Medical and Dental Appointments

- 14.1 If an employee has no accumulated sick leave credits, the time lost for purposes of traveling out of town medical/dental appointments shall be deducted from their earnings or they may use holidays.
- 14.2 Employees absent from work due to out of town medical and/or dental appointments must provide prior notification and receive approval of either the Department Head or the CAO.

Article 15 Disciplinary Action

- 15.1 An employee may be suspended or discharged for cause by the Department Head or CAO subject to the following guidelines:

- a) All employee suspension action shall be approved by the CAO.
- b) All employee discharge action shall be approved by the CAO.

When a suspension or discharge action is taken, a written notice outlining the reasons for such action will be given to the employee, with a copy filed with the CAO.

15.2 The CAO and Department Heads shall have the authority to effectively recommend the discipline of employees up to and including discharge for cause.

15.3 Grounds for disciplinary action include, but are not limited to the following:

- a) Improper use of position of an employee for personal gain, or to solicit a contribution, response or action designed to benefit the employee.
- b) Drinking alcohol, and/or partaking of illegal drugs on the job, or arriving on the job under the influence of alcohol or illegal drugs (as per Policy 11/02).
- c) Gambling during working hours.
- d) Offensive language or conduct towards the public or other employees.
- e) Unauthorized use of Town equipment, material, supplies or funds.
- f) A breach of established safety procedures and standards.
- g) Sexual harassment.

15.4 Work performance will be grounds for disciplinary action. Causes for disciplinary action relating to work performance include, but are not limited to:

- a) Failure or refusal to follow orders from a supervisor;

- b) Failure or refusal to perform assigned work;
- c) Abusing or being wasteful of materials, property or working time;
- d) Failure to report to immediate supervisor when absent, or being absent without permission;
- e) Habitual absence or tardiness;
- f) Discussion of confidential Town business with unauthorized persons;
- g) Refusal to report in an official emergency.

15.5 Written Reprimand

Whenever the CAO deems it necessary to warn an employee in a manner indicating suspension or dismissal may follow, the CAO shall give such warning in writing to the employee. The employee shall acknowledge receipt of the warning as a matter of record and it shall be placed in the personnel file.

15.6 Probationary Employee

Any dispute involving probationary employees with reference to termination or discharge may not be referred to grievance.

- 15.7 Council, in accordance with the requirements of the Municipal Government Act, maintains authority over the discharge of the Chief Administrative Officer.

Article 16 **Notice and/or Payment of Termination or Employment** (Division 8 - Employment Standards Code and Human Resources & Employment)

16.1 Management

Employees with the rank of Department Head and above shall receive one month's notice in writing or pay in lieu of the one month's notice.

Terminating the employment of the CAO shall be done in accordance with the Municipal Government Act and Alberta Labor Standards.

16.2 An employee who is discharged shall receive their termination entitlements at the time they leave the Town. An employee who voluntarily terminates their position shall receive wages and vacation pay within five working days of the date of the notice of termination.

16.3 An employee shall be considered to be terminated when:

- a) they are absent from work for two or more working days without good and proper reason and/or without notifying the employer;
- b) they do not return from leave of absence or vacation as scheduled;
- c) they do not return from lay-offs as required;
- d) they have abandoned their position.

16.4 Termination of Employment by Support Staff

If an employee wishes to terminate their employment, the employee shall provide written notice to terminate employment of at least:

- a) one week if the employee has been employed by the employer for more than three months but less than two years, or
- b) two weeks if the employee has been employed by the employer for two years or more.

16.5 Termination of Employment - Department Heads and CAO

If the CAO or a Department wishes to terminate their employment, the employee shall provide one month's notice in writing.

Article 17 **Complaints Procedures**

A complaint is defined as any difference arising out of the interpretation, application, administration or alleged violation of the Personnel Policies.

Manager shall mean Department Head or Chief Administrative Officer.

The time limit specified in the Policy shall not include Saturdays, Sundays and named holidays. Time is of the essence, although the time limits may be extended by the consent of both parties in writing.

The complainant shall be present at each step of the complaints procedure and may request the aid of a fellow employee at Step 2 and beyond.

The purpose of the complaints provision is to ensure a complain is processed in an expeditious manner, therefore compliance of the provision is mandatory. If the complainant fails to comply with the provision the complaint shall be considered abandoned.

Procedure:

Step 1 - the complainant will first seek to settle the dispute with the employee's department head or CAO on an informal basis within ten working days following the date of the occurrence giving rise to the complaint. The manager shall have five working days in which to respond to the complaint.

Step 2 - failing satisfactory settlement and within five working days after the response in Step 1 from the Department Head, the complaint may be submitted to the CAO as follows:

- a) the name(s) of the complainant(s);
- b) the nature of the complaint and the circumstance out of which it arose;
- c) the remedy or correction the employer is requested to make;
- d) the section(s) where the Policy is claimed to be violated.

A meeting between the parties shall take place with the decision of the CAO being rendered in writing within five working days following receipt of the submission at this step.

Step 3 - failing settlement at Step 2 and within five working days after receipt of the written response from the CAO in Step 2, the complaint may be submitted to Council as a whole.

A meeting between the parties shall take place with the decision being rendered in writing within ten working days following the receipt of the submission at this step.

The Council will, at its next regularly scheduled meeting, decide whether or not to uphold the decision of the CAO. Council's decision is final and binding.

Municipal Council may vary the decision as it deems wise and prudent.

A discharge of discipline complaint may be filed in writing, as aforementioned, within ten working days of the event giving rise to same and shall commence at Step 2.

Article 18 **Pay Administration - see Policy 07/04 (Appendix D)**

Article 19 **Personnel Administration**

19.1 The CAO shall keep individual up-to-date personnel files on all regular full-time and regular part-time employees as part of payroll records.

19.2 It shall be the responsibility of the CAO and Department Heads to ensure the following information is provided for each personnel file:

- a) applicant's resume or application
- b) letter of acceptance
- c) job description
- d) TD-1 form
- e) benefit request
- f) overtime contract
- g) evaluation reports

- h) disciplinary action
- i) training requests
- j) leave requests
- k) notice of termination
- l) acceptance of termination.

All employee personnel files shall be considered "Confidential" and shall be maintained in accordance with the Freedom of Information & Protection Privacy Act.

Article 20 **Safety**

The Town and the employees shall cooperate in continuing and perfecting safe work habits which will provide adequate protection to all employees engaged in hazardous work. A joint Health and Safety Committee consisting of two employees and two Town management members shall be established for the purpose of coordinating an effective health and safety program.

No employee shall operate any tool, appliance, or equipment that will cause to exist and imminent danger or carry out any work where there exists or will cause to exist an imminent danger to the health and safety of that employee or another employee present at the work site. Imminent danger shall be defined as a danger which is not normal for that occupation or a danger under which a person engaged in that occupation would not normally carry out in his work.

Employees are encouraged to report any unsafe conditions to their supervisor. If the unsafe condition is not corrected, then the employee should bring the matter to the attention of the safety committee representatives.

An employee, upon successful completion of his probationary period and upon acceptance by the Foreman of Public Works that safety footwear purchased by the employee meets the necessary standard, shall be reimbursed by the Town as per Policy 24/98 as follows:

- a) The Town will pay 75% of the cost of replacement of work clothing such as coveralls, hard hats, liners, CSA approved footwear, etc. to a maximum of \$150.00 per year per employee.

Article 21 **Benefits**

- 21.1 All regular full-time and regular part-time employees will be entitled to the following benefits with the cost to be borne as follows:

	<u>Paid by Town</u>	<u>Paid by Employee</u>
Extended Health Care		
With Vision	50%	50%
Life Insurance	50%	50%
Dental Care	50%	50%
Weekly Indemnity	50%	50%
Alberta Health Care	50%	50%
RRSP	55%	45%

- 21.2 Enrollment in the above plans of insurance coverage will be available to the employee at the end of a three month period of continuous employment unless otherwise determined by the CAO.
- 21.3 The share of the cost to be borne by the employee shall be deducted from the wages of the employee and the employer is hereby authorized to make such deductions.
- 21.4 Enrolment in the RRSP program shall be subject to the terms and conditions as set out in Appendix E.

Article 22 **Staff Development Opportunities**

The Council of the Town of Bentley encourages ongoing professional development and staff training. The Council will establish funds in the annual budget to assist staff in participating in professional development and staff training.

22.1 Guidelines:

- a) Professional development will consist of conferences, seminars, and workshops related to the employee's job description.
- b) Staff training will consist of upgrading courses through government agencies or secondary educational institutions.

- c) Revision to this policy or to payment made according to this policy may be reviewed by the Council from time to time.
- d) The CAO will be responsible for approvals and disbursements of funds.
- e) Staff and Council have a shared responsibility in professional development and staff training and both may therefore share in the cost of participation.

22.2 Procedures:

- a) Staff wishing to be involved in staff training and development are to provide details on the course or program they wish to attend.
- b) Department Heads may be restricted to participate in no more than two conferences each calendar year unless otherwise approved by the CAO.
- c) Municipal personnel who report to Boards approved by Council shall have all staff training and developmental leave approved by the appropriate board.
- d) Participants in staff training will be required to submit proof of successful completion of a course or course program.
- e) Out of pocket expenses shall be paid in accordance with rates set from time to time as set out in the Council Remuneration Policy.
- f) Staff will be paid at the current rate for mileage on the basis of actual distance traveled in their own vehicle or have a receipt for public transportation.
- g) Conference registration will be paid by the Town of Bentley.

22.3 Staff Training and Development:

a) Conferences, Workshops and Seminars

Department Heads may be allowed up to five days paid leave of absence to attend conferences, workshops and seminars.

b) Support Staff Training

i) Mandatory Courses

The employer may, from time to time, require an employee to attend a particular training course. The employer will reimburse the employee for all receipted expenses, subject to any limitations contained in existing policy governing staff expenses for travel, meals and accommodation. In instances where the municipality requires the employee to take a training course, the municipality will pay the full cost upon registration.

ii) Voluntary Courses

An employee whose application for attendance in a training course which has been approved by the CAO shall verify by receipt all applicable expenses subject to the limits established under current policy governing staff expenses for travel, meals and accommodation.

In the case of voluntary courses, the Municipality shall pay half the cost of tuition or enrolment for which prior approval is obtained. Where a training course has a pass or fail criteria, reimbursement is conditional on the employee securing a passing grade.

iii) Correspondence Course

For employees taking correspondence courses approved by the CAO, the Municipality will pay half the cost upon registration and the remainder upon successful completion of the course.

iv) Staff Training Guidelines for Reimbursement

Application for tuition or enrolment reimbursement must be submitted prior to commencement of the course. Tuition or enrollment receipts must accompany the final transcript of marks when claiming reimbursement.

Article 23 **Employee Code of Ethics**

- 23.1 Employees must observe the highest ethical standards in the performance of their duties. The public interest must be their primary concern. Their conduct in their official affairs must be above reproach at all times.
- 23.2 Employees shall not use or permit use of town owned vehicles, equipment, material or property for their personal convenience or profit.
- 23.3 Employees shall not grant any special consideration, treatment or advantage to any citizen beyond that which is available to all, nor place themselves in a position where they are under obligation to any person who might benefit from special consideration or favor on their part, or who might seek in any way preferential treatment.
- 23.4 Employees shall not engage in any business or transaction nor shall they have financial or other personal employment interest, direct or indirect, which is incompatible with the proper discharge of their duties, or which would tend to impair their independence of judgment or action. Personal interest includes an interest arising from family, marriage or common-law relationships.
- 23.5 Employees shall not disclose confidential information concerning the property, government or affairs of the Town without proper authorization from their Department Head, nor shall any such information be used to benefit themselves or others. In addition, employees shall not benefit from the use of any information acquired in the course of their duties, which is not generally available to the public.

- 23.6 All employees shall be required to swear an Oath of Confidentiality. (Appendix C)
- 23.7 Employees shall not accept any gift, commission, reward, advantage or benefit of any value from any person, firm or corporation which is interested directly or indirectly in any manner in business dealings with the Town. Employees are expected to report to their supervisor any offers of gifts, rewards, etc. which appear to the employees, intended to influence them in the discharge of their duties.
- 23.8 Employees who are in a position of advising Council or Committees of Council shall make known any personal-employment interests or involvement in private interests they may have in the matter under review. Employees shall have the right to appear on behalf of any group or organization which represents public endeavours such as Service Clubs, Athletic Organizations, Charitable Associations and the like.
- 23.9 Employees may have outside employment except where:
- a) The outside employment interferes with or interrupts the employee's ability to completely carry out all his or her duties with the Town.
 - b) The outside employment involves client contact or other outside employment performance during any portion of the work day where the employee is expected to be at work and/or performing duties for the Town.
 - c) The outside employment involves performance of work which must be inspected or approved by another Town employee where a conflict of interest or preferential treatment may exist.
 - d) The outside employment directly results in any matter contributing to a proposal or contract which may require Town's consideration or approval whether of a financial nature or otherwise.

- 23.10 It is essential that all Town employees who engage in outside employment shall conduct themselves in such a manner that no ethical or legal conflict of interest may be occasioned by such sources of employment.
- 23.11 Employees shall disclose to their Department Head any business, commercial or financial interest which may give rise to reasonable apprehensions of conflict or bias in connection with the exercise of their official duties, and shall maintain such information current during their period of employment.
- 23.12 Employees shall not participate in any political activity during working hours. Political activity is defined as campaigning or lobbying for any political party or politician.
- 23.13 Employees may be appointed to Boards, Commissions or Committees that have been established by senior levels of government that don't conflict with the Town of Bentley with the approval of the Chief Administrative Officer. Employees unsure about conflict of interest with regards to involvement in any Board, Commission or Committee for any organization should discuss the matter with their Department Head.
- 23.14 Employees shall refer all media enquiries to the Mayor, Deputy Mayor or Chief Administrative Officer.
- 23.15 When it is deemed in the public interest, the provision of this Employee Code of Ethics may, in individual cases, be waived by the CAO.

Article 24 Effective Date of Policy

- 1) The effective date of the personnel policies of the employer is the date on which a resolution respecting these policies is adopted by the Municipal Council.
- 2) On the date of the passing of the resolution adopting these policies, all previous policies, expressed or implied are rescinded.

- 3) No provision in these policies shall be retroactive unless specifically provided.

Article 25 Date of Personnel Operating Policies

The personnel policies were adopted by the Council of the Town of Bentley on the date indicated and shall take effect on May 25th, 2005 and remain in full force and effect until revised in writing through a resolution of Council.

Dated at the Town of Bentley this 25th day of June, 2005.
(Resolution No. 2005/177)

Mayor

Chief Administrative Officer

Appendix A
OVERTIME AGREEMENT

It is agreed between:

_____ of _____
Employee's Name Employee's Address

and

The Town of Bentley, Box 179, Bentley AB T0C 0J0

that wholly or partly the employer will provide and the employee will take time off **with pay** in place of overtime pay for those hours worked in excess of _____ hours in a day or in a week comprising _____ (day of week) to _____ (day of week).

1. The time off in place of overtime pay shall be provided and taken at a time that would, but for the time off, have been a time that the employee worked for the employer.
2. The time off in place of overtime pay shall be at least equal to the number of hours of work for which the employee, but for this agreement, would have received overtime pay.
3. The employee shall be paid for the time taken off in place of overtime pay at the same rate that the employee would have been paid wages had the employee worked those hours on a normal working day.
4. The time off in place of overtime pay shall be provided by the employer and taken by the employee within three months of the end of the pay period in which it is earned unless:
 - a) the agreement is part of a collective agreement which provides for a longer period of time;
 - b) the Director of the Alberta Employment Standards Branch issues a permit providing for a longer period of time, or

- c) a regulation pursuant to the Employment Standards Act provides for a longer period of time within which time off shall be provided and taken;
- d) If time off is not provided and taken in accordance with this agreement, the employee will be paid overtime pay for the hours of work for which time off in place of overtime pay was to have been provided and taken;
- e) No amendment or termination of this agreement shall be effective without at least one months' notice in writing by one party to the other.

Dated this _____ day of _____, _____.

Signed: _____
For Town of Bentley Employee

Appendix B

EMPLOYEE CODE OF ETHICS

1. I, _____, will observe the highest ethical standards in the performance of my duties. The public interest I of primary concern. Conduct in official affairs must be above reproach at all times.
2. I shall not use or permit use of Town owned vehicles, equipment, material or property for my personal convenience or profit.
3. I shall not grant any special consideration, treatment or advantage to any citizen beyond that which is available to all, nor place myself in a position where I am under obligation to any person who might benefit from special consideration or favour on my part, or who might seek in any way preferential treatment.
4. I shall not engage in any business or transaction nor shall I have financial or other personal employment interest, direct or indirect, which is incompatible with the proper discharge of my duties, or which would tend to impair my independence of judgment or action. Personal interest includes an interest arising from family, marriage or common-law relationships.
5. I shall not disclose confidential information concerning the property, government or affairs of the Town without proper authorization from my Department Head, nor shall any such information be used to benefit myself or others. In addition, I shall not benefit from the use of any information acquired in the course of my duties which is not generally available to the public.
6. I shall not accept any gift, commission, reward, advantage or benefit of any value from any person, firm or corporation which is interested directly or indirectly in any manner in business dealings with the Town. I am expected to report to my supervisor any offers of gifts, rewards, etc. which appear to me intended to influence me in the discharge of my duties.
7. If I am in a position of advising Council or Committees of Council, I shall make known any personal-employment interests or involvement in private interests I may have in the matter.

8. I understand I may have outside employment except where:
- a) the outside employment interferes with or interrupts my ability to completely carry out all of my duties with the Town.
 - b) the outside employment does not involve client contact or other outside employment performance where I am expected to be at work and/or performing duties for the Town.
 - c) the outside employment does not involve performance of work which must be inspected or approved by another Town employee or where a conflict of interest or preferential treatment may exist.
 - d) the outside employment does not directly or indirectly result in any matter contributing to a proposal or contract which may require Town's consideration or approval whether of a financial nature or otherwise.
9. I understand that if I engage in outside employment, I shall conduct myself in such a manner that no ethical or legal conflict of interest may be occasioned by such sources of employment.
10. I shall disclose to my Department Head any business, commercial or financial interest which may give rise to reasonable apprehensions of conflict of interest or bias in connection with the exercise of my official duties, and shall maintain such information current during my period of employment.
11. I shall not participate in any political activity during working hours.
12. I understand I may be appointed to Boards, Commissions or Committees that have been established by senior levels of government that do not conflict with the Town of Bentley with the approval of the Chief Administrative Officer. If I am unsure about conflict of interest with regards to involvement in any Board, Commission or Committee for any organization I will discuss the matter with my Department Head.
13. I will refer all media enquiries to the Chief Administrative Officer.

Dated: _____

Signed: _____

Appendix B

EMPLOYEE CODE OF ETHICS

1. I, _____, will observe the highest ethical standards in the performance of my duties. The public interest is of primary concern. Conduct in official affairs must be above reproach at all times.
2. I shall not use or permit use of town owned vehicles, equipment, material or property for my personal convenience or profit.
3. I shall not grant any special consideration, treatment or advantage to any citizen beyond that which is available to all, nor place myself in a position where I am under obligation to any person who might benefit from special consideration or favor on my part, or who might seek in any way preferential treatment.
4. I shall not engage in any business or transaction nor shall I have financial or other personal employment interest, direct or indirect, which is incompatible with the proper discharge of my duties, or which would tend to impair my independence of judgment or action. Personal interest includes an interest arising from family, marriage or common-law relationships.
5. I shall not disclose confidential information concerning the property, government or affairs of the Town without proper authorization from my Department Head, nor shall any such information be used to benefit myself or others. In addition, I shall not benefit from the use of any information acquired in the course of my duties which is not generally available to the public.
6. I shall not accept any reward, advantage or benefit of any value from any person or organization which is interested directly or indirectly in the business or affairs of the Town. I am expected to reject gifts, rewards, etc. which appear to conflict with the proper discharge of my duties.
7. If I am a member of any Committees of Council, I shall not have any financial interest or involvement in private

Revised

8. I understand I may have outside employment except where:
- a) the outside employment interferes with or interrupts my ability to completely carry out all of my duties with the Town.
 - b) the outside employment involves client contact or other outside employment performance during any portion of the work day where I am expected to be at work and/or performing duties for the Town.
 - c) the outside employment involves performance of work which must be inspected or approved by another Town employee where a conflict of interest or preferential treatment may exist.
 - d) the outside employment directly results in any matter contributing to a proposal or contract which may require Town's consideration or approval whether of a financial nature or otherwise.
9. I understand that if I engage in outside employment, I shall conduct myself in such a manner that no ethical or legal conflict of interest may be occasioned by such sources of employment.
10. I shall disclose to my Department Head any business, commercial or financial interest which may give rise to reasonable apprehensions of conflict of interest or bias in connection with the exercise of my official duties, and shall maintain such information current during my period of employment.
11. I shall not participate in any political activity during working hours.
12. I understand I may be appointed to Boards, Commissions or Committees that have been established by senior levels of government that do not conflict with the Town of Bentley with the approval of the Chief Administrative Officer. If I am unsure about conflict of interest with regards to involvement in any Board, Commission or Committee for any organization I will discuss the matter with my Department Head.
13. I will refer all media enquiries to the Mayor, Deputy Mayor or Chief Administrative Officer.

Dated: _____

Signed: _____

Appendix C

OATH OF CONFIDENTIALITY

CANADA) I, _____, Employee
PROVINCE OF ALBERTA) of the Town of Bentley, in the Province of Alberta,
TO WIT) MAKE OATH AND SAY:

1. That all matters relating to the business or affairs of the Town of Bentley which shall directly or indirectly come to my knowledge shall be observed in the strictest of confidence and shall not be discussed with any person who is not entitled to such knowledge.

SWORN before me at the)
Town of Bentley, in the)
Province of Alberta, this)
_____ day of _____)
20_____.)

Employee's Signature

A Commissioner of Oaths in and for the Province of Alberta.

Appendix C

OATH OF CONFIDENTIALITY

CANADA) I, _____, Employee
PROVINCE OF ALBERTA) of the Town of Bentley, in the Province of
TO WIT:) Alberta, MAKE OATH AND SAY:

1. That all confidential matters relating to the business or affairs of the Town of Bentley which shall directly or indirectly come to my knowledge shall be observed in the strictest confidence and shall not be discussed with any person who is not entitled to such knowledge.

SWORN before me at the Town)
of Bentley, in the Province of)
Alberta, this _____ day of _____)
_____, 20____.) _____
Employee's Signature

A Commissioner for Oaths in and
For the Province of Alberta

Appendix D

POLICIES

11/02 Substance Abuse

07/04 Salary Grid and Cost of Living Increases

Appendix E

GROUP REGISTERED RETIREMENT SAVINGS PLAN

THE GROUP REGISTERED RETIREMENT SAVINGS PLAN
FOR THE EMPLOYEES OF
TOWN OF BENTLEY
JANUARY 1, 1997

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SECTION 1 - ESTABLISHMENT OF THE PLAN

- 1.01 Effective January 1, 1997 this text represents a statement of the Group Registered Retirement Savings Plan. It incorporates the requirements of Section 146 of the Income Tax Act. It applies to active Members of the Town of Bentley at the date of the Plan and will be made available to new employees in accordance with the terms set out herein.
- 1.02 This Plan shall remain in effect subject to the continued registration thereto by the relevant tax authorities to the extent necessary to establish that the Employer is entitled to deduct the amount of its payments as expenses before taxes under the provisions of the Income Tax Act or any other applicable tax laws as are now in effect or as hereafter may be amended or adopted.

SECTION 2 - DEFINITIONS

For the purposes of this Plan, the following words and phrases have the respective meanings given below unless a different meaning is clearly required by the context.

- 2.01 "BENEFICIARY" means a person or persons designated by a Member on a form prescribed by the Employer to receive any payments or payments under the Plan which is or are payable to a Beneficiary on the Member's death, subject to the provisions of this Plan.
- 2.02 "CONTINUOUS SERVICE" means the number of years and complete months of unbroken employment with the Employer as shown by the date of first employment or the date of re-employment following the last break in such employment, if any. Continuous service shall not be considered broken by:
- a. any period of approved paid leave of absence;
 - b. any period of vacation, and;
 - c. any break in employment not exceeding twenty-six consecutive weeks where the Employee returns to employment with the employer, except where actual cessation of employment has occurred.

Continuous service of a Member will be considered broken by:

- a. termination of service for any reason or discharge;
- b. retirement, and;
- c. death.

2.03 "CREDITED INTEREST" means interest on all Members' required contributions and Employer's contributions made on and after January 1, 1997, which shall be calculated as follows:

- a. the rate of interest to be applied to contributions will be determined annually on the anniversary of the Effective Date.
- b. interest will be calculated on the minimum monthly balance and paid annually.
- c. where a person becomes entitled to withdraw funds, interest shall be applied to the end of the month immediately preceding the date of withdrawal with respect to all Member and Employer contributions.

2.04 "CREDITED INTEREST" means interest on all Members' required contributions and Employer's contributions made on and after January 1, 1997, which shall be calculated as follows:

- a. the rate of interest to be applied to contributions will be determined annually on the anniversary of the Effective Date.
- b. interest will be calculated on the minimum monthly balance and paid annually.
- c. where a person becomes entitled to withdraw funds, interest shall be applied to the end of the month immediately preceding the date of withdrawal with respect to all Member and Employer contributions.

2.04 "CREDITED SERVICE" means an Employee's period of Continuous Service during which he is an Employee of the Town of Bentley except that should an Employee elect to not join the Plan when first eligible and subsequently becomes a Member at a later date, then his Credited Service shall be determined by his length of service while an Employee of the Employer.

- 2.05 "EARNINGS" means the amount of remuneration received by an Employee from the Employer, in a Plan year as determined by the Employer, excluding any remuneration paid in respect of overtime pay, bonuses and the value of any fringe benefits.
- 2.06 "EFFECTIVE DATE" means January 1, 1997.
- 2.07 "EMPLOYEE" means any salaried person employed by the Employer on a full time basis. "Part Time Employee" means any person employed by the Employer on less than a full time basis.
- 2.08 "EMPLOYER" means the Town of Bentley.
- 2.09 "MEMBER" means an Employee or former Employee who is eligible to participate in the Plan in accordance with Section 3 who becomes covered by the Plan by completing the necessary enrollment forms, and who continues to be entitled to benefits and rights under the Plan.
- 2.10 "PLAN" means the Group Registered Retirement Savings Plan for Employees of the Town of Bentley as it may be amended from time to time.
- 2.11 "PLAN YEAR" means the twelve month period beginning on January 01 of each year and ending on the following December 31, or such other period as may be adopted by the Employer from time to time.
- 2.12 "SPOUSE" means, in relation to another person, a person of the opposite sex to whom the individual is married or with whom the individual has cohabited in a conjugal relationship for a period of at least one year, or less than one year if the two individuals are the natural or adoptive parents of a child.
- 2.13 "YEAR'S MAXIMUM REGISTERED RETIREMENT SAVINGS PLAN CONTRIBUTION LIMIT" means in respect of any Plan Year for which a determination is required, the year's maximum pensionable earnings for that Plan Year as defined by Revenue Canada.

In this Plan, words importing the singular number only include the plural and vice versa and words importing any gender include any other gender. As well, references to a Section or Sections mean a Section or Sections in this document.

SECTION 3 - ELIGIBILITY FOR MEMBERSHIP IN THE PLAN

3.01 Full Time Employees

Each full time Employee in the service of the Employer after the Effective Date is eligible to join the Plan on the first day of the month following the completion of six months Continuous Service.

3.02 Part Time Employees

Each part time Employee who earns at least thirty-five percent (35%) of the Year's Maximum Registered Retirement Savings Plan Contribution Limit in each of two consecutive Plan Years after January 1, 1994 may, but is not required to, join the Plan on the first day of the month following completion of six (6) months of Continuous Services, or the first day of any month thereafter upon application to the Employer.

3.03 Re-Employment

A former Employee who is re-employed by the Employer after his Continuous Service has been broken for any reason will be treated as a new employee for all purposes of the Plan.

3.04 The Employer reserves the right, in its discretion, to waive the above eligibility requirements for a specific Employee or group of Employees when it is deemed to be in the best interest of the Employer. No such waiver will be based on the age, sex or marital status of the Employee of Employees concerned.

3.05 Upon becoming a Member of the Plan, each eligible Employee shall be required to complete, sign and deliver to the Employer such enrollment forms as it may require.

SECTION 4 - CONTRIBUTION TO THE PLAN

4.01 Member Required Contributions

Effective January 1, 1997 all Employees enrolled in the Plan shall contribute by monthly payroll deduction a minimum of 4.5% of earnings.

4.02 **Discontinuance of Contributions by an Employee**

A Member, while he is an Employee, may cease to contribute his required contributions under the Plan; however, if he does cease contributions, the Employer will also cease to contribute to the Employee's Plan. The Employee may not withdraw any contributions to the Plan until cessation of employment with the Town.

The Member must notify Community Savings of his investment decision for the balance of funds within 30 days from the date he discontinued the Plan; otherwise, Community Savings will invest the balance of funds in a one (1) year Redeemable RRSP.

4.03 **Employer Contributions**

Effective January 1, 1997, the Employer agrees to contribute monthly to the Employee's Plan contract 5.5% of the Employee's earnings.

It is the Employer's responsibility to submit a monthly listing which includes the following information for each Member participating in the Plan: Name, Account #, Contract #, S.I.N., Member Contribution, Employer Contribution and Total Contribution. The Employer must also include payment or authorization of payment equal to the amount of the total contribution for the respective month.

4.04 **Discontinuance of Contributions by Employer**

The Employer reserves the right to discontinue contributing to the Employer's Plan and to terminate any other Plan benefits:

- a. when an enrolled Employee on the Plan ceases to contribute his required contributions to the Plan while still employed with the Employer, or;
- b. when the Employee ceases to be employed by the Employer.

The Employer must notify Community Savings in writing of any discontinuances within fifteen (15) business days.

4.05 **Vesting of Employer's Contributions**

The Employer's contributions to the Employee's Plan are fully vested with the Employee immediately.

SECTION 5 - BENEFITS ON DEATH

5.01 Designation of Beneficiary

A beneficiary designation may be made, changed or revoked only by the execution of the appropriate form (an Application form or a Beneficiary Designation form) provided by Community Savings for this purpose and delivered to Community Savings

5.02 Death of a Member

In the event of death before maturity of the RRSP, and upon proper request, the value in the Plan shall be paid in a lump sum to the Beneficiary designated on the Application form or on the most recent Beneficiary Designation form, if any, or if no Beneficiary was designed or if the designated Beneficiary predeceased the Member, to the Member's estate, subject to compliance with applicable tax laws. The Employer and Community Savings shall be discharged upon payment made in this manner without limiting their rights of defense in the event of dispute.

5.03 Payment made to a Beneficiary in either 5.01 or 5.02 will be governed by the Income Tax Act of Canada.

SECTION 6 - ADMINISTRATION OF THE PLAN

6.01 The Employer shall be responsible for the overall administration, interpretation and application of the Plan and may enact such rules and regulations relating to the operation of the Plan as it may deem necessary from time to time to carry out properly the terms thereof.

6.02 The Employer may delegate certain duties with respect to the administration of the Plan to such committee or person or persons as it may determine whether or not the members of the committee or person or persons will be Employees or officers of the Employer. The Employer may authorize the committee or the person or persons so designated by it to act on its behalf and to execute instruments on its behalf evidencing authorization. The Employer may rely upon any instrument signed on behalf of any committee so appointed by a majority of its members or by any person or persons so authorized by the Employer and certified by the Employer to be so authorized as properly and effectively evidencing the action of the Employers.

- 6.03 The Employer may employ legal and investment counsel or agents, or any clerical, medical or accounting services as may be required in carrying on the operation of the Plan. The Employer and its officers will be entitled to rely upon reports furnished by any counsel or agents or any clerical, medical or accounting services so employed.

SECTION 7 - PLAN FUNDS

- 7.01 The Plan funds will be maintained and administered by Community Savings in accordance with the terms of the Agreement entered into.
- 7.02 All contributions made by the Employer and by the Employee under this Plan will be paid into each Employees' Group Registered Retirement Savings Plan at Community Savings
- 7.03 The fiscal year end of the Plan will be December 31.
- 7.04 Expenses with respect to the operation or administration of the Plan will be payable from the Plan unless paid directly by the Employer.

SECTION 8 - GENERAL PROVISIONS

8.01 Non-Alienation

All benefits in the Plan made to a person entitled to benefits under the Plan may not, in any manner, in whole or in part, be assigned or charged. Any transaction purporting to assign or charge benefits or any such money is void.

8.02 No Right to Employment

Participation in this Plan does not confer on any Member any rights which he did not otherwise possess as an Employee, except the benefits which have specifically accrued to him under the terms of the Plan. No provision of the Plan may be deemed to give an Employee the right to be retained in the employ of the Employer or to interfere with the right of the Employer to discharge any Employee at any time without regard to the effect which the discharge might have upon the Employee as a Member under the Plan.

8.03 **Construction**

The Plan and all rights thereunder will be governed, construed and administered in accordance with the regulations set out by Section 146 of the Income Tax Act of Canada.

8.04 **Written Explanation of the Plan**

The Employer shall provide each Employee with a copy of this document as a written explanation of the terms and conditions of the Plan and of any amendments thereto applicable to him, together with an explanation of the rights and duties available to him under the terms of the Plan and such other information as may be prescribed by law. The Employee at all times assumes the responsibility to become knowledgeable of the requirements set out by the Income Tax Act of Canada governing this Plan.

8.05 **Records**

Wherever the records of the Employer are used for the purposes of this Plan, such records shall be conclusive of the facts with which they are concerned.

8.06 **Payments to Incompetents**

If the Employer receives evidence which in the opinion of the Employer is satisfactory to it that any person receiving a benefit or entitled to receive any benefit hereunder is physically, mentally or legally incompetent to receive the benefit and to give a valid receipt therefore and that no guardian, committee or other representative of the estate of that person has been duly appointed, the benefit may be paid at the discretion of the Employer:

- a. where an individual or an institution is then maintaining or has custody of the person, to that individual or institution, or;
- b. to the appropriate Court for the credit of the person pursuant to the laws of Alberta governing such payments to Court,

and any such payment shall be deemed a payment for the account of the person and will constitute a complete discharge for the payment of the benefit.

SECTION 9 - AMENDMENT TO OR TERMINATION OF THE PLAN

9.01 Amendment to the Plan

The Employer intends to maintain the Plan in force indefinitely, but nevertheless reserves the sole right to amend, segregate, merge or terminate the Plan at any time or times, and to change the method or medium of funding the Plan benefits, all as the Employer may in its absolute discretion determine, subject always to the requirements of Section 146 of the Income Tax Act of Canada.

9.02 No Reduction of Benefits

No amendment to the Plan will operate to reduce the benefits which have accrued to Members under the Plan prior to the date of the amendment.

9.03 Discontinuance of the Plan

In the event of discontinuation of the Plan, the Employer shall not be obligated to make any further contributions to the Plan except those which it was required to make in respect of benefits accrued under the Plan prior to the date of determination of the Plan.

9.04 Deposit Guarantee

The funds in the Plan are 100% guaranteed by the Credit Union Deposit Guarantee Corporation. This means both the Employee and the Employer contributions and the interest earned are safe and secure - up to any dollar amount. The Government of Alberta ensures that the Credit Union Deposit Guarantee Corporation's obligations to depositors will be carried out.

SECTION 10 - PLAN APPROVAL

This Group Registered Retirement Savings Plan for the Town of Bentley, as outlined in this document, was approved by the Council of the Town of Bentley on November 5, 1996.

TOWN OF BENTLEY

Mayor

Chief Administrative Officer

Acknowledged and Accepted by Community Savings on
_____, 1997.

TOWN OF BENTLEY
GROUP REGISTERED RETIREMENT SAVINGS PLAN
APPLICATION FOR PARTICIPATION

_____ Surname		_____ First Name		_____ Middle Name	
_____ Address		_____ Town/City		_____ Province	
_____ Social Insurance Number		_____ Birthdate		_____ Home Phone Number	
_____ Monthly Salary		_____ Effective Date of Salary		_____ Date of Entry to GRSSP	
_____ Branch #		_____ Account #			

As an employee of the Town of Bentley, I have considered the benefits of my employer's Group Registered Retirement Savings Plan with Community Savings

I have elected:

_____ to participate and wish to contribute \$_____ / month to the Community Savings GRRSP Contract # _____ and authorize payroll deductions for this purpose.

_____ not to participate.

I acknowledge that:

1. I have completed a formal Group RRSP Application at Community Savings to participate in the GRRSP, and;
2. I have read and understood the terms of this Application for Participation, Town of Bentley's Plan Document and the Declaration of Trust and agree to be bound by them.

Employee/Participant's Signature

Date

Accepted by the Town of Bentley:

Authorized Officer

Date

Acknowledged by Community Savings

Authorized Officer

Date

TOWN OF BENTLEY
GROUP REGISTERED RETIREMENT SAVINGS PLAN
NOTICE OF DISCONTINUANCE AND TERMINATION

_____ Surname		_____ First Name		_____ Middle Name	
_____ Address		_____ Town/City		_____ Province	
_____ Postal Code		_____ Social Insurance Number		_____ Birthdate	
_____ Home Phone Number		_____ Branch #		_____ Account #	
_____ Contract #					

Please be advised the above mentioned Member is no longer eligible to participate in the Group Registered Retirement Savings Plan with Community Savings

Town of Bentley

Authorized Officer

Date

Acknowledged by Community Savings

Authorized Officer

Date

policies:rrsp