



Policy Code: E - 001

Employment Agreements Policy

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REVISION RECORD

Date	Version	Revision description
December 10 th 2007	1	Original Employee Contracts Policy
September 27 th 2011	2	Current Employee Contracts Policy
August 5 th 2014	3	Revised Employee Contracts and Agreements Policy
September 21, 2016	4	Reviewed and Revised Employment Agreements Policy
February 18, 2021	5	Policy E – 001 replaces Policy No. 1900
April 12, 2022	6	Added Heisler Community Hall inspection under Job Description

1. TITLE:

1.1 Employment Agreements Policy

2. POLICY STATEMENT:

2.1 At the commencement of employment, an employment agreement shall be signed by the prospective employee and the Chief Administrative Officer.

In the case of the Chief Administrative Officer, an employment agreement shall be signed by the prospective employee and the Mayor of the Village of Heisler.

3. PURPOSE:

3.1 To ensure all employees know their job descriptions, purpose and wage while working within the municipality, an employment agreement will be drafted by the Chief Administrative Officer and reviewed by the Heisler Village Council.

4. SCOPE:

4.1 The scope of this policy includes but is not limited to prospective Village employees, current Village employees and the Heisler Village Council.

5. OBJECTIVES:

5.1 The Objective of this policy is to ensure that the ideas presented in the Purpose of this Policy will be upheld.

6. POLICY DETAILS:

6.1 Once a year, the current employees of the Village of Heisler will have their employment agreement re-examined by the Chief Administrative Officer and in the case of the Chief Administrative

Officer, the Heisler Village Council.

6.1.1 During this time a performance evaluation will be completed. (Refer to Policy E – 002)

6.1.2 If the past employment agreement requires alterations, the alterations must be agreed upon in writing by both the employee and the Chief Administrative Officer. In the case of the Chief Administrative Officer, they must be agreed upon in writing by both the Chief Administrative Officer and the Heisler Village Council.

6.1 When the Village hires a new employee, prior to the first day of employment, an employment agreement must be signed by the new employee and the Chief Administrative Officer. In the case of the Chief Administrative Officer, the Chief Administrative Officer and the Mayor of the Village of Heisler must sign the employment agreement.

6.2 When a brand new employment agreement has been drafted or when any alterations are made to the template agreements attached to this policy by the Administration Department, they shall be taken to the Heisler Village Council and examined during a regular council meeting.

6.2.1.1 If the Heisler Village Council approves the employment agreement as presented, it shall be used as an employment agreement

6.2.1.2 If the employment agreement is not approved as presented, it shall be altered and presented to council again for approval prior being used as an employment agreement

6.3 Each employment agreement will consist of information for the employee on the following topics:

6.3.1 The Terms of the Agreement

6.3.2 The Hours of Work

6.3.3 Vacation Pay

6.3.4 Statutory Holidays

- 6.3.5 Bereavement
 - 6.3.6 Absence from Work
 - 6.3.7 Termination
 - 6.3.8 Professionalism
 - 6.3.9 Confidentiality
 - 6.3.10 Discipline
 - 6.3.11 Detailed and Specific Job Description
 - 6.3.12 Wage
- 6.4 Current employees will be given a new employment agreement once a year, even if no alterations were made.
- 6.5 Two copies of the employment agreement shall be signed. One signed copy shall be given to the employee and the other kept in the employee's file.

7. ROLES AND RESPONSIBILITIES:

- 7.1 It is the role of the Administration Department of the Village of Heisler to draft each department's employment agreement templates.
- 7.2 It is the role of the Heisler Village Council to review and approve alterations of each template employment agreement to ensure it represents the best interests of the Village and the employee.
- 7.3 It is the role of the Administration Department to attach altered employment agreement templates to this policy to ensure the most current employment agreement is used for each employee.
- 7.4 It is the responsibility of the employee to sign the employment agreement prior to beginning employment with the Village.
- 7.5 It is the responsibility of the Administration Department to keep one signed copy of the employment agreement and file it in the employee's file.

8. MONITORING, EVALUATION AND REVIEW:

- 8.1 The monitoring, evaluation and review of this policy is the responsibility of the Administration Department of the Village of Heisler.

9. DEFINITIONS AND ABBREVIATIONS:

- 9.1 All Definitions are subject to those found within the Municipal Government Act Revised Statutes of Alberta 2000 Chapter M-26.

10. ASSOCIATED DOCUMENTS:

- 10.1 Templates of the following Employment Agreements, including their job descriptions are attached to this Policy:
- ADMINISTRATION – Pages 7-11
 - PUBLIC WORKS FOREMAN – Pages 12-16
 - PUBLIC WORKS ASSISTANT – Pages 17-19

Council Approved: February 18, 2021

Motion # 21-02-031

Responsibility: Administration

Next Review Date: February, 2024



EMPLOYMENT AGREEMENT

Between: Village of Heisler (“Village”, “Employer”, “Council”)
Box 60
Heisler, Alberta
T0B 2A0

And: _____ (“Employee”, “CAO”)

We are pleased to offer you employment with the Village of Heisler on the following terms:

- 1. Position: Chief Administrative Officer. An outline of the main responsibilities of this position is attached. These responsibilities may be changed on notice by the Village.
2. Start Date: _____
3. Work Hours: The hours of work shall be 8 hours per day Monday-Thursday. The CAO recognizes that work outside of these hours may be required at certain times. Overtime at time and a half will be paid after 8 hours of work per day. The Village office will be open to the public Tuesday & Wednesday from 8:30 a.m. – 4:00 p.m. Meetings held on normal days off will be paid at time and a half.
4. Performance Management: Your performance will be reviewed by Council on an ongoing basis with regular feedback to ensure clear and open communication between both parties to foster and maintain a positive working relationship. Your performance will also be reviewed on your hire date anniversary by the Employer. This review will be performed in a written format according to our employee evaluations policy E- 002 and shall allow the input of both the CAO and the Employer. Your next performance review will be in _____.
5. Salary: \$_____ per hour, subject to required deductions. Salary adjustments may be reviewed and negotiated annually and will be made at the Employer’s discretion.
6. Benefits, Sick days, Absence and Bereavement: ~Sick days shall be calculated at one (1) day per month, accumulated to a maximum of twelve (12) beginning in the first month of employment. Sick days are not paid out and shall expire on the last day of the present year as per Heisler’s Leaves of Absence Policy E – 003.

~If the CAO shall be absent from work, she must inform the Employer. A medical certificate from the employee’s physician may be required at the discretion of the Employer. Any absences must be recorded on time sheet.

~In the case of a death in the immediate family of the CAO, she must refer to Heisler’s Leaves of Absence Policy E – 003 for information.

7. Vacation and Holidays:

_____ () weeks of vacation annually, plus statutory holiday entitlements. Vacations must be taken within the vacation year. For the vacation period the CAO shall be paid for the regular workday hours at the regular wage rate at the time of the vacation.

The following days shall be observed as holidays, and the CAO shall receive the time off and be paid for the holiday at the regular wage rate at the time of the holiday, if the holiday falls on a regularly scheduled work day. If any one of the holidays listed below fall on a Friday, Saturday or Sunday, the following Monday or Tuesday shall be deemed to be the holiday.

- New Year’s Day
- Family Day
- Easter Monday
- Victoria Day
- Canada Day
- Heritage Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

8. Expenses: You will be reimbursed for expenses incurred while on Village business.

9. Professional Development: Professional development through such things as memberships in professional associations, courses, seminars, conferences and other networking opportunities is encouraged. With approval from Village Council, membership fees and related expenses will be paid. You will recommend to Council an annual allocation in the budget for this purpose.

10. Policies: Your employment will be governed by the employment policies of the Employer. These policies may be changed on notice by the Employer.

11. Confidentiality: In addition to the requirements of the employment policies of the Employer, you must not disclose or use confidential information of the Employer or its clients, except in the legitimate performance of your



duties.

12. Termination: You may terminate this agreement at any time by giving to the Village at least one month's notice in writing.

If you are terminated by the Village for cause, you will not receive any notice or pay in lieu of notice. If the Village chooses to terminate your employment without cause, the Village will give you notice or pay in lieu of notice, in the amount of one (1) month regular pay per year of employment to a maximum of six (6) months, but not less than one (1) months' notice or pay in lieu of notice.

13. Discipline: Any warnings given to the CAO regarding conduct and/or performance of duties must be given in writing and signed by both the CAO and a representative of the Employer.

This agreement shall be deemed effective _____, 20____

On behalf of the Village of Heisler:

Employee:

Mayor

CAO

CHIEF ADMINISTRATIVE OFFICER – JOB DESCRIPTION

Kind and Level of Work

Reporting to the Mayor and Heisler Village Council the employee in this position functions as the Chief Administrative Officer,

Providing overall management, direction of administration and operations. The CAO is responsible for the overall planning, coordination and control of all municipal operations in accordance with the policies, bylaws, and plans by Council.

Typical Duties

- Deal with public in a courteous and pleasant manner.
- Direct and coordinate the operation of the Village in accordance with policies, bylaws, plans and programs approved by Council.
- Assist in grant applications and government assistance program application and follow through with appropriate government departments and/or organizations.
- Prepare land transfers for Village purposes only and register same with the Land Titles Office.
- Perform duties of Returning Officer at election when required.
- Supervise the work schedule of any office assistants, and public works.
- Attend Council meetings and assist in the decision-making process by providing advice, guidance and consultation of legislation when required.
- Prepare minutes and draft bylaws, and policies.
- Respond to correspondence on issues as determined by Council, as well as to other routine correspondence.
- Deal with individuals and groups such as boards, commissions, developers, engineers, utility companies, government departments, lawyers, etc. to carry out the administrative responsibilities necessary to promote the interests of the Village.
- Prepare and balance the assessment and tax roll and conduct tax recovery proceedings.
- Maintain water, sewer, and garbage utility accounts.
- Responsible for all accounting procedures and prepare budget reports for Council on a quarterly basis.

- Responsible for coordinating and directing temporary employment programs.
- Bring to the attention of Council all complaints.
- Handle submission of tenders and/or requisitions as required for the purchase of materials and supplies for various operations and projects.
- Prepare monthly newsletters and other information mail outs for the public.
- Perform and other duties as may be required by Council.

Minimum Knowledge, Abilities and Skills

- Strong accounting skills vital to operations.
- Ability to supervise others and coordinate ongoing activities in a manner consistent with the policy objectives of Council
- Knowledge of legislation and regulations that affect municipal operations and development.
- Ability to communicate and deal effectively with the public in regard to bylaws, policies, taxation matters, and billing statements.
- Skill in developing and implementing plans and programs in support of Council's goals.
- Basic computer literacy.
- Able to organize time effectively.
- Courses in Local Government Administration or an equivalent combination of education and experience would be an asset.

EMPLOYMENT AGREEMENT

BETWEEN

The Village of Heisler, as represented by the Chief Administrative Officer
(Hereinafter called "the CAO")

And

_____, of _____, in the Province of Alberta
(Hereinafter called "the Foreman")

The parties hereby agree as follows:

Article 1:00 Terms of Agreement

1:01 The Village of Heisler shall employ a person to perform the functions as listed in Article 1:02. The title used shall be Public Works Foreman.

1:02 Job Description – see Appendix

Article 2:00 Hours of Work

2:01 The hours of work shall be Monday to Friday, 7:30 a.m. – 3:30 p.m.

2:02 The Foreman is entitled to two (2) paid fifteen (15) minute coffee breaks and a thirty (30) minute paid lunch break.

2:03 Overtime

Employee working any time in excess of regular hours (i.e.: emergencies such as heavy snowfall/water line breaks/etc.) shall receive pay at 1 ½ times the regular rate of pay or time off in lieu. The CAO or Council must first authorize overtime.

Article 3:00 Annual Vacation

3:01 The Foreman must be employed for one year in order to be eligible for holidays.

After 1 year - 2 weeks' vacation

After 5 years - 3 weeks' vacation

3:02 In lieu of vacation, the Foreman takes holiday pay and books off unpaid days as his vacation. Rate of pay for holiday pay is 4% of salary up to 5 years' employment; after 5 years – 6% of salary.

Article 4:00 Statutory Holidays

4:01 The following days shall be observed as holidays, and the Foreman shall receive the time off and be paid for the holiday for the number of hours that would normally be scheduled on that day, if the holiday falls on a regularly scheduled workday.

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
Heritage Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

4:02 If any one of the above holidays falls on a Saturday or Sunday, the following Monday or Tuesday shall be deemed to be the holiday.

4:03 If there is doubt about which days are regularly scheduled, the Foreman is entitled to pay for the holiday if in at least 5 of the 9 weeks preceding the work week in which the holiday occurs, the CAO worked on the same day of the week as the day on which the holiday falls.

Article 5:00 Bereavement

5:01 In the case of a death in the immediate family, including spouse, child or spouse of a child, grandchild, mother, father, sibling or spouse of a sibling, parent-in-law, step-parent or stepchild, the employee must refer to Heisler's Leaves of Absence Policy E - 003.

Article 6:00 Absence from Work

6:01 If the Foreman shall be absent from work, he must first notify the CAO.

6:02 The Foreman is entitled to accumulate paid sick days of one (1) day per month worked to a maximum of twelve (12). Sick days are not paid out and shall expire on the last day of the present year as per Heisler's Leaves of Absence Policy E – 003. A certificate from the employee's physician may be required upon the discretion of the CAO.

Article 7:00 Remuneration

7:01 The Foreman shall be paid at \$_____ per hour commencing _____,20___. This agreement shall be reviewed at least annually.

7:02 The pay period shall be monthly, with an advance of not more than half paid at mid-month.

7:03 An annual performance review of the Foreman will be done by the CAO. This review shall be in writing, and shall allow the input of both the Foreman and the CAO.

7:04 The Village of Heisler will pay the premiums for the employer portion of the Foreman's benefits including AD&D, Basic Group Life, Dependent Life, and the Employee Assistance Program. In addition, the Village of Heisler will pay 75% of the premiums for Extended Health Care, Vision and Dental provided by AMSC Insurance Services Ltd (Sunlife).



The Foreman will be required to pay the employee portion of the benefit premiums for AD&D, Basic Group life, Dependent life, Long/Short Term Disability and the remaining 25% of the premiums for extended benefits, which will be deducted from the Foreman's month-end pay.

Article 8:00 Professional Development

- 8:01 The Village of Heisler will cover the Foreman's expense of belonging to Alberta Water and Wastewater Operator's Association.
- 8:02 Council encourages the Foreman's attendance at courses and seminars intended to further professional development. Prior approval of attendance by the CAO is required before registering.

Article 9:00 Termination

- 9:01 This agreement may be terminated by either party giving at least 30 days' written notice of termination.
- 9:02 The CAO may terminate this agreement at any time for just cause without notice or compensation in lieu thereof.

Article 10:00 Miscellaneous

- 10:01 The Foreman shall at no time conduct himself, either professionally or personally in such a manner as to bring the Village of Heisler or its representatives or officers into public disrepute or ridicule. Breach of this section is just cause for immediate termination as per Article 9:02.
- 10:02 The Foreman shall devote his time and attention to properly and competently discharging the duties set out in the job description.
- 10:03 The Foreman acknowledges that any information whatsoever of which he may become aware during the course of his employment with the Village of Heisler shall be held by him in strictest confidence and shall not be released without the prior written approval of the CAO and or Council.
- 10:04 The Foreman acknowledges that being under the influence of alcohol or recreational drugs while at work is strictly prohibited.

Article 11:00 Discipline

- 11:01 Any warnings given to the Foreman regarding conduct and/or performance of duties must be given in writing and signed by both the Foreman and the CAO.

This agreement will be reviewed, _____, 20__.

This agreement entered into this ____ day of _____, 20__.

Public Works Foreman, _____

Village of Heisler CAO, _____

APPENDIX PUBLIC WORKS FOREMAN – JOB DESCRIPTION

1. The Village of Heisler shall employ a Public Works Foreman and assistants as may be required.
2. It shall be the responsibility of the Foreman to do all work required on Village property to keep same in good condition, to operate the water and sewer system, and to do such other tasks as may be directed by CAO.
3. The Public Works Foreman and assistants are required to be “on call” at all times for any water/sewer emergencies.
4. Duties in the following areas are listed but are not restricted to the following:

PUBLIC BUILDINGS & MACHINERY

- Responsible for upkeep of all buildings under the jurisdiction of the Village, e.g. Village Office/Fire hall, Utility Building and Water plant, including maintenance of the floor around the grader.
- Perform routine maintenance such as cleaning and painting, as well as minor repairs and renovations. The type of work requiring the services of a tradesperson such as electrician or plumber is not expected.
- Maintain in good order all Village equipment and shall grease, oil and do minor repairs on same.
- Develop and maintain a maintenance schedule for all equipment.
- Maintain an organized office and filing system of important documents.

STREETS

- Grade and maintain all streets and alleys, i.e. keep street surface smooth, maintain crown of street, maintain drainage; no grading on private property.
- Clear streets of snow and remove same to designated areas, as soon possible after a snowfall.
- Place gravel, shale and cold mix on streets and alleys as needed to maintain surfaces in smooth condition.
- Sand intersections and streets as needed for safety in icy winter conditions.

OPEN AREAS

- Along with summer employee, mow and trim grass on all Village property, i.e. parks, lots belonging to Village, along streets, especially Lougheed Avenue (Highway 855).
- Mow on privately owned property if directed by CAO.
- Control weeds on privately owned property if directed by CAO.
- Control weeds on all Village property.
- Place and maintain all Village signs and their surroundings.

PARKS & CAMPGROUNDS

- Mow and trim grass and otherwise maintain Irene Parlby Park and both campgrounds. Keep camping stalls clear of weeds and grass.
- Keep campground equipment in a safe condition and complete regular inspections of same.
- Maintain driveways within the park.
- Prune trees along walking trails and around each campground stall.

WATER & SEWER SYSTEM

- Responsible for the operation, care and maintenance of the water and sewer system, including maintenance of system maps.
- Carry out all daily and weekly checks of system components as pertaining to the provincial codes of practice for the operation of the water and sewer system.
- Fire hydrant maintenance and log book to be kept up to date.

MINIMUM KNOWLEDGE, ABILITIES AND SKILLS

- Small water and small wastewater certificate.
- Ability to supervise others and coordinate ongoing activities in a manner consistent with the policy objectives of CAO.
- Ability to communicate and deal effectively with the public.
- Ability to prepare reports and maintain records as necessary for the operation of public works.
- Mechanical aptitude essential.
- Completion of Grade X11 preferred.

AGREEMENT BETWEEN

The Village of Heisler, as represented by the Council and CAO
(Hereinafter called "the Village of Heisler")

And

_____, of _____, in the Province of Alberta
(Hereinafter called "the Public Works Assistant")

The parties hereby agree as follows:

Article 1:00 Terms of Agreement

- 1:01 The Village of Heisler shall employ a person to perform the functions as listed in Article 1:02. The title used shall be Public Works Assistant
- 1:02 Job Description – see Appendix

Article 2:00 Hours of Work

- 2:01 For the months of _____ through _____ inclusive, the hours of work shall be Monday to Friday, from 7:30 A.M. to 3:30 P.M.
- 2:02 The Public Works Assistant is entitled to a paid 15-minute coffee break after every two hours of work without a break.
- 2:03 Overtime
Employee working any time in excess of regular hours will be paid the regular rate of _____ per hour.

Article 3:00 Vacation Pay

- 3:01 In lieu of vacation, the Public Works Assistant takes holiday pay and books off unpaid days as his vacation. Rate of pay for holiday pay is 4%.

Article 4:00 Bereavement

- 4:01 In the case of a death in the immediate family, including spouse, child or spouse of a child, grandchild, mother, father, sibling or spouse of a sibling, parent-in-law, step-parent or stepchild, the employee is granted three consecutive working days off at the regular rate of pay.

Article 5:00 Absence from Work

- 5:01 If the Public Works Assistant shall be absent from work, he must first notify the Public Works Foreman or CAO.

Article 6:00 Remuneration

- 6:01 The Public Works Assistant shall be paid at \$_____ per hour commencing _____, 20__.
- 6:02 The pay period shall be monthly, with an advance of not more than half paid at mid-month.



Article 7:00 Termination

- 7:01 This agreement may be terminated by either party giving at least 30 days written notice of termination.
- 7:02 The Village of Heisler may terminate this agreement at any time for just cause without notice or compensation in lieu thereof.

Article 8:00 Miscellaneous

- 8:01 The Public Works Assistant shall at no time conduct himself, either professionally or personally in such a manner as to bring the Village of Heisler or its representatives or officers into public disrepute or ridicule. Breach of this section is just cause for immediate termination as per Article 9:02.
- 8:02 The Public Works Assistant shall devote his time and attention to properly and competently discharging the duties set out in the job description.
- 8:03 The Public Works Assistant acknowledges that any information whatsoever of which he may become aware during the course of his employment with the Village of Heisler shall be held by him in strictest confidence and shall not be released without the prior written approval of the CAO and/or Council.
- 8:04 The Public Works Assistant acknowledges that being under the influence of alcohol or recreational drugs while at work is strictly prohibited.

Article 9:00 Discipline

- 9:01 Any warnings given to the Public Works Assistant regarding conduct and/or performance of duties must be given in writing and signed by both the CAO and a representative of Council. This agreement entered into this ____ day of _____, 20__.

X

X

Chief Administrative Officer

Public Works Assistant

APPENDIX
PUBLIC WORKS ASSISTANT– JOB DESCRIPTION

5. The Village of Heisler shall employ a Public Works Assistant
6. It shall be the responsibility of the Public Works Assistant to do all work required on Village property to keep same in good condition, and to do such other tasks as may be directed by Public Works Foreman & CAO.
7. Duties in the following areas are listed but are not restricted to the following:

PUBLIC WORKS ASSISTANT JOB DESCRIPTION – AS DIRECTED BY PUBLIC WORKS FOREMAN

PARKS & VILLAGE OWNED LOTS

- Mow & trim grass on all Village properties, i.e. parks, lots belonging to the Village, along streets.
- Control weeds on Village property.
- Mow on privately owned property if directed by Public Works Foreman, or CAO. A **“Request For Service”** must be filled out at the Village Office before any private owned properties may be cut or trimmed.
- Maintain walking trail i.e. remove falling trees, and trim grass along trail.
- Painting of various buildings within the Village.
- Trimming of trees in Village.

PARKS & CAMPGROUNDS

- Keep camping stalls clear of weeds and grass.
- Plant trees and water as required.
- Maintain and keep all Village property clear of debris.
- Maintain cleanliness of the washrooms at Irene Parlbay Park, Monday - Friday

MINIMUM KNOWLEDGE, ABILITIES AND SKILLS

- Ability to communicate and deal effectively with the public.