



## **POLICY 5.1 PERSONNEL**

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Department: Personnel

Date Approved: Sept. 30/14

Rescinds: 311/09/30/14

Board Res. No: 063/04/19/13

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### **PURPOSE:**

To promote a harmonious relationship between the Peace Regional Waste Management Company and its employees.

### **POLICY:**

The Peace Regional Waste Management Company shall provide clear employment guidelines for staff and management.

### **DEFINITIONS**

- a) "Anniversary Date" means the date of commencement of employment in any given calendar year, to the closest first day of the month;
- b) "Appointment" means medical, dental, and legal appointment;
- c) "Calendar Year" means January 1<sup>st</sup> to December 31<sup>st</sup> in any given year;
- d) "Casual Illness" means an illness which causes an Employee to be absent from duty;
- e) "Day of Rest" means a day other than a holiday on which an Employee is ordinarily not required to perform the duties of the position;
- f) "Education Leave" means leave to participate in an education program which has a significant duration, often of thirty (30) consecutive work days or more. This education has to be of benefit to both the Employer and the Employee;
- g) "Employer" means the Peace Regional Waste Management Company;
- h) "Grievance" means any difference arising out of the interpretation, application, administration or alleged violation of any policy affecting Employees;
- i) "Immediate Family" is defined as a father, stepfather, mother, stepmother, foster parent, grandmother, grandfather, brother, sister, spouse, child, ward of the Employee who is a resident of the Employee's household, grandchild, step-grandchild, aunt, uncle, sister-in-law, brother-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, and a person who permanently resides in the Employee's household or with whom the Employee permanently resides;
- j) "Leave with Pay" means authorized leave from duty with regular pay;
- k) "Leave without Pay" means authorized leave from duty without regular pay;

- l) "Salary Employee" means a person employed by the Peace Regional Waste Management Company on a full-time, permanent basis with full benefits (hereinafter referred to as "Employee");
- m) "Wages Employee" means a person employed by the Employer receiving hourly salaries on a part-time, seasonal, or probationary basis, and does not derive the full benefit package;
- n) "Salary" means a fixed compensation for services paid to a person on a monthly basis;
- o) "Weekly Indemnity" means short term disability which is 75% of wages (taxable) paid in case of illness or disability from the first day of accident or eighth day of illness to a maximum benefit period of seventeen (17) weeks.

## **SCOPE**

This policy applies to all employees of the Peace Regional Waste Management Company.

## **STANDARDS**

### **1. ATTENDANCE**

- a. An Employee who is absent from duty without prior authorization shall communicate daily the reason for the absence to the immediate supervisor or a department head at the Peace Regional Waste Management Company. Employees are expected to provide such notification as soon as they are aware of their inability to attend, and in all cases but emergency circumstances where such contact is impossible, notice shall be given prior to the commencement of the Employee's shift;
- b. Continued non-compliance to subsection 1(a) is just cause for disciplinary action per section 12;
- c. An Employee on authorized leave of absence and/or illness leave for an indeterminate period shall notify the immediate supervisor of the Employee's intention to return to work as much in advance of the proposed return to work date as possible, and the Employer shall have the right to delay the proposed return to work date if sufficient notice in the circumstances has not been provided in the opinion of the Employer, acting reasonably. In no circumstances will Employees be permitted to return to work providing less than a day's notice or, in the case of an afternoon or evening shift, notice after noon of the day immediately preceding the proposed return to work day;
- d. An Employee who is on an approved leave of absence without pay of twenty (20) work days or more, and who wishes to return to work prior to the fixed expiration date of the leave of absence, shall notify the immediate supervisor or department head in writing at the place of work at least ten (10) full work days prior to the desired date of return;
- e. Clause 1(d) shall not apply to an Employee who wishes to return to work following an absence in which the Employee was in receipt of Long Term Disability or Workers' Compensation benefits; however, the Employer reserves

- the right to structure the timing of the Employee's return so as not to unduly disrupt the workplace;
- f. Time limits pursuant to Clauses 1(a)-(d) shall be waived when it can be established that the Employee was unable to contact the supervisor or a department head within the time limits specified;
  - g. An Employee is required to provide the Employer with written notice ten (10) days prior of resignation if the Employee wishes to resign in good standing;
  - h. An Employee who absents from employment and who has not obtained approval from the Employee's place of work shall, after three (3) consecutive work days of such unauthorized absence, be considered to have abandoned the position will be deemed to have resigned unless it is subsequently shown by the Employee that special circumstances prevented the Employee from reporting to the place of work and notifying the Employer;
  - i. To receive acting pay, an Employee shall be designated by the Employee's department head at the place of work to perform the principal duties of the higher level position for a minimum of twenty (20) consecutive work days, during which time the Employee may also be required to perform some of the duties of the Employee's regular position. On completion of the thirty day qualifying period in an acting incumbency position, the Employee shall be eligible for acting incumbency pay for the total period of acting incumbency, including the thirty day qualifying period. Acting provisions shall not apply where an Employee is designated only limited additional duties.

## 2. HOURS OF WORK

- a. The normal hours of work for the purpose of determining pay, benefits, and overtime under this policy shall be:
  - i. Administrative staff, shall work 40.0 hours per week, being comprised of 8.0 hours per day, five days per week.
  - ii. Landfill staff will normally work 44.0 hours per week, being comprised of 7:00 a.m. to 7:00 p.m., seven days per week;
  - iii. Eco Centre staff will normally work 40.0 hours per week, being comprised of 8.0 hour days, Monday to Friday.
- b. An Employee's pay shall be based on the hours worked;
- c. Management shall generally work the same regular hours as the majority of their staff (it being understood that there is no maximum hour limitation);
- d. Employees covered by this policy shall normally receive two, fifteen minute paid rest periods in each work period in excess of six hours, one period to be granted before the meal break and one to be granted after. An Employee working a period of more than two hours but less than six hours shall be granted one rest period;
- e. Rest periods shall be taken at the work site unless otherwise approved by a department head;
- f. Rest periods shall not be granted within one hour of commencement or termination of a work period;

- g. An Employee who chooses to work through a rest period shall not receive overtime pay;
- h. A meal period of not less than one-half hour and not more than one hour shall be granted to all Employees at approximately the mid-point of each work period that exceeds four hours. Such meal period shall be without pay except as provided for in Clause 2(i);
- i. An Employee who is directed by a designated direct supervisor to remain due to a specific assignment during the Employee's meal period shall be paid for such meal period at the overtime rate or take time in lieu at a later time;
- j. An Employee reporting for work shall be paid their ordinary rate of pay for the actual time worked but shall not receive less than three (3) hours of pay.

### 3. OVERTIME

- a. Hours worked beyond normal hours of work as per Section 2(a) will be remunerated as follows:
  - i. Administrative staff, who work in excess of 40.0 hours per week, being comprised of 8.0 hours per day, five days per week.
  - ii. Landfill staff who work in excess of 44.0 hours per week, being comprised of 7:00 a.m. to 7:00 p.m., seven days per week;
  - iii. Eco Centre staff who work in excess of 40.0 hours per week, being comprised of 8.0 hour days, Monday to Friday.
- b. Overtime worked by an Employee may be claimed as compensatory time off with pay in lieu of a cash settlement:
  - i. The maximum accumulated in this account is not to exceed the equivalent of the Employee's 10 days regular hours (80.0 hours for Administration and Eco Centre staff, and 88 hours for Landfill staff).
  - ii. These days will be paid out by December 31 annually unless prior arrangements with the Employee's supervisor have been made.
  - iii. If the Employee requires additional time accumulated for a specific purpose an additional ten (10) days (ex. additional vacation time), supervisor approval is required.
  - iv. In the event the Employee wishes to have this time paid-out, it will be paid at the rate of pay at the time the overtime was earned;
- c.
  - i. An Employee who is required to attend a training course, seminar or conference on the Employee's normal day of work shall be paid at straight time rates for the hours spend on training to a maximum of the Employee's normal daily hours of work for that period.
  - ii. An Employee who is required to attend a training course, seminar or conference which is directly related to the Employee's position on a regularly scheduled day of rest shall be granted a day off in lieu at some other time, or if impractical to grant time off, the Employee shall be paid at straight time rates for the hours spend on training to a maximum of the Employee's normal daily hours of work for that period.

- iii. An Employee who is required to attend a training course, seminar, conference, or attend to Company business which necessitates travel outside of the Peace River area shall be compensated at straight time rates for the actual hours spent in travel;
  - d. Overtime compensatory time off shall be calculated to the nearest quarter hours and shall not be allowed twice for the same hours;
  - e. Management shall receive five (5) extra work days vacation per year in lieu of overtime pay.
- 4. SHIFT DIFFERENTIAL
  - a. Notwithstanding Section 3, where because of operational requirements, an Employee is scheduled by the Employer to work shifts, that Employee shall receive seventy-five (75) cents per hour;
  - b. For the purposes of this section, a shift refers to the daily equivalent of the normal hours of work as set out in Clause 3(a). A wage or part-time Employee who works less than the daily equivalent of the normal hours of work shall be paid shift differential if the Employee works a minimum of four (4) hours within the period of 4:00 p.m. and 8:00 a.m.;
  - c. At no time shall shift differential be included with the Employee's regular rate of pay for the purposes of computing overtime payments, other premium payments or any Employee benefits;
  - d. Shift differential shall not be paid on any hours for which an Employee receives overtime compensation.
- 5. CALL-BACK PAY
  - a. When an Employee is called back to work, the Employee shall be compensated two (2) hours straight time or the applicable overtime rate, whichever is greater;
  - b. An Employee who is called back to work one or more times within a two-hour period and for whom the time worked and the time spend travelling directly to and from work total two (2) hours or less shall be compensated at straight time or a minimum of three (3) hours;
- 6. REPORTING PAY
  - a. A wage Employee shall be paid a minimum of three (3) hours pay at the Employee's hourly rate when an expected work period is cancelled and the Employee was not notified of such cancellation;
  - b. An Employee who reports for a regularly scheduled shift and who is assigned, without prior notification, to an alternate work shift commencing at a later time shall receive an additional three (3) hours pay at the Employee's hourly rate.
- 7. STANDBY PAY
  - a. When an Employee is designated to be immediately available to return to work during a period in which the Employee is not on regular duty, the Employee shall be compensated the amount of one-half hour's pay at the Employee's regular

- rate or the equivalent time in lieu for each four (4) hours on standby or any portion thereof on a day that is not a paid holiday;
- b. When an Employee is required to return to work from standby, the Employee shall receive compensation per Clause 6;
  - c. When an Employee while on standby, is unable to report to work when required, no compensation shall be granted for the total standby period;
  - d. An Employee shall not normally be required to standby on two (2) consecutive weekends or two (2) consecutive paid holidays where other qualified staff are available.

#### 8. WORKERS' COMPENSATION

- a. In accordance with the Worker's Compensation Act and the Peace Regional Waste Management Company Occupational Health and Safety Policy, when an Employee sustains an injury in the course of the Employee's duties with the Peace Regional Waste Management Company, the Employee and the Employee's supervisor shall report the injury to the department head at the place of work. The department head shall record the date, time, and nature of the injury on a form to be signed by the injured Employee. If the injury causes the Employee to be absent from work, the Employee and the Employer shall complete the required forms for Workers' Compensation;
- b. The Employee and the department head shall ensure that forms are signed and submitted according to timelines required by Workers' Compensation;
- c. An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury;
- d. An Employee who receives Worker's Compensation benefits and who, at the commencement of absence from work, is participating in the Peace Regional Waste Management Company Group Benefits Plan shall continue to be covered under these plans throughout the period the Employee is receiving Workers' Compensation benefits. Premium contributions shall continue to be paid by the Employer and the Employee;
- e. It is the responsibility of both the Employee and the Employer to ensure that monthly Company Benefit plan premiums are paid. The Employee may also choose to continue to contribute to Company pension plans.

#### 9. FOREST FIRE OPERATIONS, FLOOD CONTROL

- a. An Employee conscripted temporarily in forest fire operations or flood control shall not suffer a loss of salary or wages while so employed.

#### 10. EMPLOYEE RECOGNITION

- a. The achievement of each employee's significant employment anniversary will be celebrated annually in the year in which the employee achieves the significant anniversary;

- b. Each such employee will be presented with a token of the Companies appreciation according to the following schedule:
  - i. 5<sup>th</sup> Anniversary: Gift value of \$150
  - ii. 10<sup>th</sup> Anniversary: Gift Value of \$250
  - iii. 15<sup>th</sup> Anniversary: Gift Value of \$350
  - iv. 20<sup>th</sup> Anniversary: Gift Value of \$450
  - v. 25<sup>th</sup> Anniversary: Gift Value of \$550
  - vi. 30<sup>th</sup> Anniversary: Gift Value of \$650
  - vii. 35<sup>th</sup> Anniversary: Gift Value of \$750
  - viii. 40<sup>th</sup> Anniversary: Gift Value of \$850
  - ix. 45<sup>th</sup> Anniversary: Gift Value of \$950
- c. Employees celebrating 25 years of employment with the Peace Regional Waste Management Company will receive an extra 5 days of vacation time in the year of this significant anniversary only. These vacation days must be used in the year of achievement or forfeited;
- d. Retiring Employees will be presented with a retirement gift according to the above-noted schedule. The value of the gift will be based on their last anniversary date.

#### 11. PROBATIONARY EMPLOYEE AND PERIOD

- a. A Probationary Employee is any Employee filling a permanent position and serving the required probationary period;
- b. Pursuant to Alberta Employment Standards, the probationary period shall not exceed three (3) months.

#### 12. DISCIPLINARY ACTION

- a. When an Employee has been given a written reprimand, suspension, disciplinary demotion or is dismissed from employment, the Employee shall be informed in writing as to the reason(s) for such action;
- b. The Employee will be provided with a copy of all correspondence or written notices pertaining to the Employee's conduct or performance which are placed on the Employee's file;
- c. Upon a request for the same being made by the Employee the Employer will make reasonable arrangements to have an Employee's personnel file made available at an administrative office that is in reasonable proximity to where the Employee works or at a place agreed upon by the Employee and at a reasonable time for the Employee to examine the Employee's file once in every year and as well in the event of a grievance;
- d. Disciplinary action is at the discretion of an Employee's Supervisor and the General Manager. However, the usual pattern of response to misconduct and performance concerns will be as follows:
  - i. Minor misconduct or performance concerns which have occurred for the first time will be dealt with through verbal discussions with the

Employee. This discussion will include a description of the concerns and expectations for the future.

- ii. Repeated or major incidents of misconduct/performance concerns will normally be dealt with through a written disciplinary reprimand. The written reprimand will outline the misconduct, expectations, and the consequences of future misconduct. The Employee must acknowledge receipt of the written reprimand which will be retained on the Employee's personnel file.
  - iii. Repeated or major misconduct/performance concerns following a past written reprimand may result in an immediate termination for just cause without notice or payment in lieu of notice.
  - iv. Other disciplinary tools and measures that may be considered and used in appropriate circumstances include suspension with pay pending investigation, disciplinary suspension without pay, and disciplinary demotion. Normally disciplinary suspensions without pay will not exceed a maximum of five (5) working days.
  - v. The Employer reserves the right to immediately terminate for just cause in appropriate circumstances without following the prior steps listed above;
- e. Only the General Manager shall have the authority to suspend, reinstate and dismiss staff.

### 13. GRIEVANCE PROCEDURE

- a. The purpose of the Grievance Procedure is to ensure that any Grievance is processed in an expeditious manner, therefore, compliance is mandatory. The grievor shall be present at each step of the Grievance Procedure. If the Employer fails to comply with the provisions, the Grievance may be processed to the next step by the Griever. If the Griever fails to comply with the provisions, the Grievance shall be considered abandoned. An abandoned Grievance will not prejudice Employees in any future Grievances of a similar nature;
- b. The time limits specified in the policy shall not include Saturdays, Sundays and named holidays. Time is of the essence, although time limits may be extended by the consent of both factions (employer and grievor) in writing;
- c. An earnest effort shall be made to settle Grievances fairly and promptly in the manner hereinafter described:

#### i. STEP ONE

The Griever will first seek to settle the dispute with the Griever's immediate supervisor on an informal basis within seven (7) days following the date of the occurrences giving rise to the Grievance or the date of the Grievance. The supervisor shall have only two (2) days in which to respond to the Grievance in written form.



## STEP TWO

Failing satisfactory settlement, and within seven (7) days after the response in STEP ONE from the supervisor, the Grievance may be submitted to the General Managers or designate by either faction involved in the Grievance

The Grievance shall be in writing and must include a statement of the following:

- a) The name(s) of the aggrieved;
- b) The nature of the Grievance and the circumstances out of which it arose;
- c) The remedy or correction the Employer is asked to make; and
- 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 General Manager being rendered in writing within two (2) days from the meeting at this step. The decision of the General Manager is final.

A Grievance over disciplinary action may be filed in writing within seven (7) days of the event giving rise to the same and shall commence at Step II.

In the instance of a Grievance initiated by a supervisor, Step I shall be eliminated from the procedure; Grievance arising in departments that do not have supervisors shall also begin at Step II. A grievance of the General Manager personally will be dealt with outside this Grievance Procedure and pursuant to the Employer's Company procedures and the *Municipal Government Act*.

## 14. CASUAL ILLNESS

- a. An illness which causes an Employee to be absent from duty for a period of two (2) consecutive work days or less will not normally require a medical certificate. The Employer reserves the right at its discretion to require a medical certificate in such circumstances, particularly when there is a past history or pattern of excessive absenteeism;
- b. An Employee who has Casual Illness for three (3) consecutive work days or more shall require a medical certificate;
- c. The General Manager may, in his or her sole discretion, waive Clause 14(b);
- d. When an Employee's total accumulated sick leave has been utilized and the Employee is unable to return to work, then the Employee may be entitled to receive the Weekly Indemnity Benefit;
- e. An Employee in the first and in each subsequent year of employment shall be eligible for a maximum of fifteen (15) work days of Casual Illness leave with pay. Each day or portion of a day of Casual Illness used within a year of service shall be deducted from the remaining Casual Illness leave entitlement for that year of service;

- f. An Employee may accumulated Casual Illness days to a maximum of sixty (60) days;
- g. All Salary Employees may take off up to 4.0 hours working time on a regular work day without penalty for an Appointment for the Employee or the Employee's spouse or dependents;
- h. In all cases, the department head responsible for the employee shall be entitled to limit paid time off for Appointments in order to ensure that the department's workload is adequately handled;
- i. Appointments where the Employee is required to be away from the workplace for longer than 4.0 hours or for consecutive Appointments where the Employee does not return to the workplace between Appointments, the additional time will be deducted from the Casual Illness entitlement;
- j. When an Appointment requires travel due to the Employee being referred to a medical or legal specialist, the Employee will be allowed up to 2 full work days off without penalty.

#### 15. BENEFIT PLAN

- a. All Employees shall participate in the Peace Regional Waste Management Company's Benefit Plan, as amended from time to time.

#### 16. PERMANENT EMPLOYEE PAID HOLIDAYS

- a. Employees are entitled to one day's paid leave for each of the following holidays:
  - i. New Year's Day (January 1)
  - ii. Labour Day (first Monday in September)
  - iii. Family Day (third Monday in February)
  - iv. Thanksgiving Day
  - v. Good Friday
  - vi. Easter Monday
  - vii. Victoria Day
  - viii. Canada Day (July 1)
  - ix. Civic Holiday (August)
  - x. Remembrance Day (November 11)
  - xi. Christmas Day (December 25)
  - xii. Boxing Day (December 26)
  - xiii. Christmas Floater (designed for five (5) consecutive days off at Christmas)

All Paid Holidays shall be observed on the day designated by the Employer.

- b. If the Employer does not proclaim a Civic Holiday as specified in Clause 16(a)(viii), the first Monday in August shall be observed as such holiday;
- c. When a day designated as a holiday under Clause 16(a) falls during an Employee's work week and an Employee is not required to work, the Employee shall be granted holiday leave on that day;

- d. When a day designated as a holiday under Clause 16(a) falls on an Employee's regularly scheduled day of rest and the Employee is not required to work, the Employee shall be granted holiday leave on the day observed as the holiday and the day of rest shall be rescheduled;
- e. Notwithstanding Clauses 16(c) and 16(d), an Employee employed in a continuous operation whose regular day off falls on an observed holiday shall receive another day off in lieu at the Employee's regular rate;
- f. When an Employee works on one of the holidays listed in Clause 16(a), the Employee shall receive time and one-half for all hours worked or equivalent time off;
- g. Authorized travel on Company business on a paid holiday shall be compensated with pay at time and one-half regular hourly rate or equivalent time off.

#### 17. ANNUAL VACATION LEAVE

- a. The Peace Regional Waste Management Company values the importance of vacation and encourages all Employees to take vacation time;
- b. An Employee shall not take vacation leave without prior authorization from the Employee's immediate supervisor;
- c. Vacation entitlement with pay shall be as follows:
  - i. Vacation time shall be accumulated from the Employee's anniversary date.
  - ii. At the end of twelve (12) months service, an Employee shall have accumulated fifteen (15) work days of vacation, less time taken.
  - iii. An Employee who has completed seven (7) years of service as of the Employee's anniversary date shall have accumulated twenty (20) work days of vacation.
  - iv. An Employee who has completed thirteen (13) years of service as of the Employee's anniversary date shall have accumulated twenty five (25) work days of vacation.
  - v. An Employee who has completed twenty (20) years of service as of the Employee's anniversary date shall have accumulated thirty (30) work days of vacation.
- d. Years of Service with the Employer or other Provincial Government departments will be recognized as service to the Employer in calculation of vacation entitlement in Clause 17(c). New Employees joining the Employer after January 1, 1994 are not eligible for this consideration;
- e. All calculations which result in one-quarter or three-quarters work day fractions shall be rounded out to the next half or full day, whichever applies, except when vacation pay is paid out upon termination, in which case cash will be exchanged for those work day fractions;
- f. If one or more paid holidays falls during an Employee's annual vacation period, another day or days may be added at the end of the vacation period or at a time authorized by the Employer;
- g. An Employee shall earn vacation leave pursuant to Clause 17(c), when authorized, during the following absences:

- i. Financially assisted Education Leave;
  - ii. The first forty-four (44) consecutive work days of sick leave or absence during Workers' Compensation Supplement; and
  - iii. Any other leave of absence with or without pay for the first twenty-two (22) work days;
- h. Vacation time may be taken in one continuous period to a maximum of three (3) weeks at a time, or in separate periods, subject to workloads and immediate supervisor approval;
- i. Except as otherwise provided herein, vacation leave in respect of each year of service shall be taken:
  - i. Within twelve (12) months after the anniversary date.
  - ii. At such time or times as approved by the Employer.
- j. If vacation leave is not taken as described in Section 17(i)(i-ii), it will be paid out on the anniversary date of the employee;
- k. An Employee's vacation entitlement must not at any time be negative, unless previous approval has been given by the department head;
- l. When an Employee chooses not to report to work due to bad weather conditions, the time will be deducted from the Employee's vacation entitlement if the Employee does not have sufficient banked overtime;
- m. If the Employee's duties prevent the Employee from taking the Employee's vacation entitlement or part thereof within the twelve-month period specified by Clause 17(i)(i), the Employee shall take that leave within the six (6) months following that period;
- n. If an Employee, for sufficiently valid personal reasons, wishes to take the Employee's vacation leave or part thereof within six (6) months after the end of the twelve-month period specified in Clause 17(i), the Employee shall be permitted to do so at such time or times as the Employer may approve;
- o. Vacation entitlement shall normally not be postponed as provided by 17(m) and 17(n) of this Policy in two (2) successive years;
- p. When vacation entitlement is taken within the last four (4) months of the twelve-month period specified in Clause 17(i)(i) or is postponed as provided by Clause 17(m) or 17(n), it may be taken immediately before the next period of vacation entitlement to which the Employee is entitled;
- q. Where an Employee is allowed to take any leave of absence, other than sick leave, in conjunction with a period of vacation leave, the vacation leave shall be deemed to precede the additional leave of absence, except in the case of parental leave which may be authorized before or after vacation leave;
- r. Once vacations are authorized, they shall not be changed other than in cases of emergency, except by mutual agreement;
- s. An Employee who fails to return to work following the last day of authorized vacation leave shall be considered to have absented his or herself from employment and the provisions of Clause 12(a) shall apply;

- t. An Employee shall not be paid cash in lieu of vacation earned except upon termination, or by a decision of the General Manager, in which case the Employee shall receive vacation pay for such vacation earned and not taken;
- u. Wage staff will be paid at a rate of 6%, 8%, 10%, 12% dependent on years of service under Section 17(c) of regular pay, to be paid on each pay period, in lieu of annual vacation and statutory holidays;
- v. Seasonal and wage staff will be paid at a rate of 6.0% of regular pay, to be paid on each pay period, in lieu of annual vacation and statutory holidays. Following five (5) years of service, seasonal and wage staff will be paid at a rate of 8.0% of regular pay;
- w. Department heads, Managers, and Supervisors should meet with Employees by February to establish a vacation calendar to ensure workloads are met.

#### 18. SPECIAL LEAVE

- a. An Employee who requires time off from work may be granted special leave without loss of pay upon approval by the General Manager. The special circumstances and which special leave may be approved are subject to the corresponding yearly maximum number or work days as follows:
  - i. Bereavement –five (5) days around the date of the funeral of the Immediate Family.
  - ii. Illness within the Immediate Family – five (5) days.
  - iii. Travel time for illness with the Immediate Family or bereavement – three (3) days.
  - iv. Administration of estate – two (2) days.
  - v. Disaster Conditions – two (2) days.
  - vi. Writing examination(s) for course(s) approved by the Employer – as required.
  - vii. Attending funerals as pall-bearer or mourner, for persons not in the Employee’s Immediate Family: not to exceed one (1) day.
  - viii. To be present at the birth or adoption proceedings of the Employee’s child – one (1) day.
  - ix. Attending formal hearing to become a Canadian Citizen – one (1) day;
- b. For purposes of determining eligibility for special leave under Clause 18(a), the following provisions apply:
  - i. An Employee who requires time off work shall be granted leave without loss of pay for a period of up to five (5) consecutive working days, plus allowable travel time, if there is an illness in the Employee’s immediate family.
    - 1. A medical certificate shall be required for any absence of three (3) consecutive days or longer;
    - 2. The General Manager may waive Clause 18(b)(i)(1) in his or her sole discretion.
  - ii. Bereavement – Special Leave will be granted in the event of the death of a member of the Employee’s Immediate Family.

- iii. Travel time for illness within the Immediate Family or for bereavement shall mean for travel where long distance or travel from isolated areas are involved.
  - iv. Administration of estate shall apply only when an Employee has been designated as an executor or administrator of the estate.
  - v. Disaster conditions shall apply for a critical condition which requires an Employee's personal attention in a disaster (flood, fire, tornado) which cannot be served by others or attended to by the Employee at a time when the Employee is normally off duty.
  - vi. An Employee will be granted special leave for mourning where operational requirements permit, subject to the approval of the General Manager;
- c. The maximum annual leave specified for each circumstance requiring use of special leave shall not be exceeded; however, family illness leave, bereavement leave and travel time for illness within the Immediate Family or bereavement for the Immediate Family may be granted more than once within a calendar year, provided the total special leave granted does not exceed ten (10) working days per calendar year. Additional bereavement leave may be approved by the General Manager when ten (10) days special leave has already been utilized within a calendar year.

#### 19. MATERNITY/PARENTAL LEAVE

- a. Will be in compliance with Alberta Employment Standards.

#### 20. COURT LEAVE

- a. When an Employee is summoned or subpoenaed as a witness or a defendant to appear in court in the Employee's official capacity to give evidence or to produce the Peace Regional Waste Management Company records, or is required to serve as a juror under the Jury Act, the Employee shall be allowed leave with pay, but any monies receivable by the Employee from the court for time served, shall be paid to the Employer.

#### 21. LEAVE WITHOUT PAY

- a. An Employee may request a leave of absence without pay. To be considered, the request must normally be submitted at least two (2) weeks in advance of the anticipated date of commencement of the leave. Approval of such leave shall be subject to the sole discretion of the General Manager;
- b. An Employee who, at the commencement of a leave without pay, is participating in the Company Benefits Plan, as amended from time to time, may continue to be covered under these plans throughout the total period the Employee is on a leave without pay, if eligible and, if approved by management and the Company at their sole discretion. Further, if such arrangements are made, the Employee will be required to provide the Employer with post-dated cheques for the

Employee premiums for the period over which the Employee wishes to continue the benefit coverage during the leave.

## 22. EDUCATION LEAVE

- a. Education Leave must be applied for and approved by the General Manager. Once approved by both, a contract must be entered into by both the Employee and the Employer;
- b. As the Peace Regional Waste Management Company's budget cycle is on an annual basis, it follows that the granting of Educational Leave shall also be made on a yearly basis. Although the entire leave may be conserved as a package of a greater duration than one year, the actual approvals shall be made on an annual basis;
- c. Management will decided if benefits will be continued while the Employee is on Education Leave.

## 23. PENSION PLAN

- a. Employee shall join the Local Authorities Pension Plan as required to do so under the plan, and payment for participation shall be paid by the Employee and the Employer as outlined in the plan;
- b. Should an Employee be on leave from the Company, either parental, medical or other, the Employee has the option to continue contributing to the Company pension plan(s) in order to maintain the Employee's years of service, subject to LAPP eligibility to make such contributions and the Employee making both the Employer and Employee contributions with post-dated cheques provided to the Employer.

## 24. STAFF CONDUCT

- a. Employees must treat one another with respect and must refrain from any verbal or physical conduct that could be as sexual harassment or as a racial, ethnic, or religious slur.
- b. Such behavior, regardless of whether committed by a supervisor or co-worker, will be considered employee misconduct and will be subject to disciplinary action as outlined in Section 12 d) of this policy.

## 25. DRESS CODE

- a. Employees shall not wear any article of clothing that contains words, pictures, or depictions that can be considered offensive or derogatory;
- b. Employee attire shall be clean and free from rips or tears and shall be appropriate for each Employee's work site.

## 26. PERFORMANCE APPRAISAL

- a. A performance appraisal shall be done annually, on the anniversary date of each Employee by the Employee's immediate supervisor or the General Manager. The review shall be discussed with the Employee to ensure the Employee knows if the Employee's performance is measuring up to expected standards;

- b. When an Employee reaches the top of the Company salary grid, based on the completion of a performance appraisal, the General Manager may approve a merit allowance up to \$4000 from funds within the Company budget. This allowance does not become part of the Employee's permanent salary and will be considered on an annual basis.

## 27. MANAGEMENT CONTRACTS

- a. If any discrepancies exist between this Policy and a Management Contract letter, the Contract shall prevail;
- b. The Board establishes the salary of the General Manager.

## 28. JOB SHARE

- a. With no disruption in service to the general public and subject to the operational needs of the Peace Regional Waste Management Company, the duties and responsibilities of a permanent, full-time position may be shared by two employees. Management reserves the right to determine, consider, approve and terminate all job sharing arrangements at their sole discretion;
- b. In advance of a written request and detailed proposal, an Employee interested in exploring a job sharing arrangement within their established permanent, full-time position, will discuss the potential with his or her immediate supervisor, who will first deem whether the request may be operationally feasible;
- c. If the immediate supervisor is supportive that the position may potentially be deemed eligible for job sharing, the interested Employee will submit a written request to the supervisor, with a copy to the Department head and General Manager:
  - i. Reasons for job sharing request and the potential benefit of such an arrangement, both organizationally and individually.
  - ii. Anticipated commencement date of permanent job sharing arrangement.
  - iii. Potential work schedule (split of hours/days/weeks, etc).
  - iv. Distribution of job responsibilities, duties, and communication mechanisms to best ensure service provisions and daily operations are met;
- d. Job sharing arrangements will not impact the qualifications and skill requirements as established for the position;
- e. Employees in job sharing arrangements are required to provide coverage for their job share partner during periods of vacation, illness that exceeds two weeks, and other potential leaves of absence, in order to ensure service provisions and operational needs are met. In addition, vacancies due to terminations will be filled in the interim by the remaining job share partner when possible;
- f. If one job share partner resigns or is terminated, the Department Head or General Manager reserves the right to fill the established full-time equivalency in the manner they deem appropriate based on operational needs/service provisions;



- g. Employees in job sharing arrangements will be eligible for participation in the established group benefit and pension plans, providing they meet the eligibility requirements as defined by each plan carrier;
- h. To ensure cost neutrality, the Company will not incur additional premium costs due to job share arrangements;
- i. Employees participating in job sharing arrangements will pay the established employee portion of premiums for those benefits that are non-earnings related and a portion of the employer premiums equal to the difference between their full time equivalent and a fulltime position;
- j. Final approval rests with the General Manager.

## 29. NEPOTISM

- a. The Peace Regional Waste Management Company is desirous of regulating employment that will avoid potential favoritism or conflicts of interest and to ensure safety, security and breaches of trust or confidentiality, which may occur as a result of one employee being related to another. Accordingly, a spouse or any other relative of an employee may be considered for a position pursuant to the guidelines stated hereunder:
  - i. Employment of a relative within the same department may occur when there is a suitable system of checks and balances which can be put in place and favoritism and conflicts of interest can be avoided, while safety, security, trust and confidentiality are ensured.
  - ii. There shall be no opportunity allowed for an employee to influence or exercise favoritism in the decision to employ, continue to employ, place or promote any person for employment who is a relative, or to influence the terms and conditions of employment of a relative, including but not limited to evaluation, discipline or performance appraisal.
  - iii. The recruitment of a relative of a Manager or Supervisor in any department requires the approval of the Department Head or General Manager.
  - iv. In the unusual event that a relative of an existing employee is elected to the Board, a reasonable effort will be made to accommodate such situation provided that potential favoritism and conflicts of interest are avoided.
  - v. Relatives are defined as father, mother, son, daughter, brother, sister, husband or wife, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, niece, nephew, cousin, any common law relationship, and any other status of being related by marriage or adoption.

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Chairman

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General Manager