

LAC LA BICHE COUNTY
REGULAR COUNCIL MEETING

DATE: September 24, 2013
TIME: 1:30 p.m.
PLACE: McArthur Room
McArthur Place

AGENDA

1. CALL TO ORDER
2. ADOPTION OF AGENDA
3. ADOPTION OF MINUTES
 - 3.1 September 10, 2013 Regular Council Meeting.
4. UNFINISHED BUSINESS
5. URGENT MATTERS
6. PUBLIC INPUT SESSION/DELEGATIONS/PUBLIC HEARINGS
 - 6.1 1:35 p.m. Public Hearing – Rezoning Bylaw 13-031; Lac La Biche County; Lot 1, Block 3, Plan 1121750; from Low Density Hamlet Residential District (LDR) to Arterial Commercial/Shopping Centre District (C2);
 - 6.2 1:35 p.m. Public Hearing – Rezoning Bylaw 13-033; ParioPlan Incorporated; Pt. of NE-9-67-13-W4M; Pt. of NW-10-67-13-W4M; Pt. of SW-10-67-13-W4M; Lot 1, Block 1, Plan 0627275; Lot 1, Block 1, Plan 0424118; from Agricultural District (AG) to Rural Industrial District (RI);
 - 6.3 2:00 p.m. Public Input Session.
7. DISPOSITION OF DELEGATION BUSINESS
 - 7.1 Public Input Session.
8. NEW BUSINESS
 - 8.1 RFD – Rezoning Bylaw 13-031; Lac La Biche County; Lot 1, Block 3, Plan 1121750; from Low Density Hamlet Residential District (LDR) to Arterial Commercial/Shopping Centre District (C2) 2nd & 3rd Readings;

- 8.2 RFD – Rezoning Bylaw 13-033; ParioPlan Incorporated; Pt. of NE-9-67-13-W4M; Pt. of NW-10-67-13-W4M; Pt. of SW-10-67-13-W4M; Lot 1, Block 1, Plan 0627275; Lot 1, Block 1, Plan 0424118; from Agricultural District (AG) to Rural Industrial District (RI) 2nd & 3rd Readings;
- 8.3 RFD – Request for First Extension – Subdivision Approval for File 2011-S-038; Proposed Subdivision of Pt. of SW-33-66-14-W4M;
- 8.4 RFD – Development Agreement Policy & Procedure;
- 8.5 RFD – Bylaw 12-006 – Fire Protection;
- 8.6 RFD – Municipal Emergency Plan;
- 8.7 RFD – Human Resources Policies;
- 8.8 RFD – Bylaw 13-029 – Lac La Biche County Environmental Stewardship Advisory Committee (ESAC);
- 8.9 RFD – Bylaw 13-030 – Amendment to Bylaw 09-034 (Cemetery Bylaw);
- 8.10 RFD – Lac La Biche County ASB Equipment Rental Policy;
- 8.11 RFD – Solid Waste Management Committee – Member at Large Appointment;
- 8.12 RFD – Financial Report – To August 31, 2013;
- 8.13 Work Camps (Addition to Agenda);
- 8.14 County Office Hours (Addition to Agenda).
9. NOTICES OF MOTION
10. IN CAMERA SESSION
 - 10.1 Land Matter (section 25 FOIP).
11. ADJOURNMENT

**LAC LA BICHE COUNTY
REGULAR COUNCIL MEETING
McARTHUR ROOM, LAC LA BICHE**

SEPTEMBER 24, 2013 – 1:30 p.m.

Minutes of the Lac La Biche County Regular Council Meeting held on September 24, 2013 at 1:30 p.m.

CALL TO ORDER Mayor Langevin called the meeting to order at 1:30 p.m.

PRESENT	Aurel Langevin	Mayor
	Alvin Kumpula	Councillor
	Robert Richard	Councillor
	Eugene Uganecz	Councillor
	MJ Siebold	Councillor
	Tim Thompson	Councillor
	Gail Broadbent-Ludwig	Councillor / Deputy Mayor
	John Nowak	Councillor

STAFF IN ATTENDANCE	Roy Brideau	Chief Administrative Officer
	Nancy Broadbent	General Manager, Corporate Services
	Gordon Frank	General Manager, Development & Community Services (in part)
	Jeff Lawrence	General Manager, Operations (in part)
	Shadia Amblie	General Manager, Communications & Human Services
	Melanie Kanarek	Manager, Legislative Services
	Joanne Onciul	Legislative Services Coordinator (in part)
	Lonna Hoggan	Legislative Services Liaison

REGRETS	Guy Piquette	Councillor
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ADOPTION OF AGENDA

13.404 Motion by Councillor Siebold to approve the September 24, 2013 Regular Council Meeting agenda as amended:

- Addition of Item 8.13 – Work Camps;
- Addition of Item 8.14 – County Office Hours.

CARRIED UNANIMOUSLY

ADOPTION OF MINUTES

3.1 Regular Council Meeting of September 10, 2013.

13.405 Motion by Councillor Siebold to adopt the Regular Council Meeting minutes of September 10, 2013 as circulated.

CARRIED UNANIMOUSLY

PUBLIC INPUT SESSION/DELEGATIONS/PUBLIC HEARINGS

6.1 Public Hearing – Rezoning Bylaw 13-031; Lac La Biche County; Lot 1, Block 3, Plan 1121750; from Low Density Hamlet Residential District (LDR) to Arterial Commercial/Shopping Centre District (C2);

Mayor Langevin declared the public hearing open at 1:34 p.m.

Mayor Langevin asked the Manager, Legislative Services whether or not the public hearing was advertised and notice was provided in accordance with the applicable legislation. The Manager, Legislative Services advised that this was the case.

General Manager, Development & Community Services, Gordon Frank summarized the purpose for the hearing.

Mayor Langevin asked the Manager, Legislative Services if any written submissions were received. The Manager, Legislative Services advised that no written submissions were received.

Mayor Langevin asked if there was anyone present wishing to speak to Rezoning Bylaw 13-031.

Sylvia Mickey, resident near the proposed rezoning, noted that she has no objection to the current rezoning, but expressed her concern with the rezoning extending to the North of 91st avenue.

Mr. Frank noted that extending the rezoning to the North was not the intention.

Mayor Langevin asked if there was anyone else wishing to speak to Rezoning Bylaw 13-031. There was no one else present wishing to speak.

Mayor Langevin thanked the presenters for their comments, and declared the public hearing closed at 1:37 p.m.

6.2 Public Hearing – Rezoning Bylaw 13-033; Parioplan Incorporated; Pt. of NE-9-67-13-W4M; Pt. of NW-10-67-13-W4M; Pt. of SW-10-67-13-W4M; Lot 1, Block 1, Plan 0627275; Lot 1, Block 1, Plan 0424118; from Agricultural District (AG) to Rural Industrial District (RI);

Mayor Langevin declared the public hearing open at 1:37 p.m.

Mayor Langevin asked the Manager, Legislative Services whether or not the public hearing was advertised and notice was provided in accordance with the applicable legislation. The Manager, Legislative Services advised that this was the case.

Manager, Planning & Development, Doug Topinka summarized the purpose for the hearing.

Mayor Langevin asked the Manager, Legislative Services if any written submissions were received. The Manager, Legislative Services advised that there were two written submissions. The letters from Brian Deheer and Parioplan Incorporated were read into record and are attached to and forming part of these minutes.

Mayor Langevin asked if there was anyone present wishing to speak to Rezoning Bylaw 13-033.

Mike Dickinson, longtime resident near the proposed rezoning, was present and noted that he was not in favour of the rezoning and expressed his concern that this proposed rezoning would affect the wetlands and nesting areas.

A discussion ensued regarding a compromise. Mr. Dickinson agreed that light industrial would work for this area.

Armin Preiksaitis, Principal of Parioplan Incorporated and acting Planning Consultant for Cenovus, was present and noted that he is in support of the passing of Rezoning Bylaw 13-033. Mr. Preiksaitis presented a PowerPoint presentation which provided the following information: How the proposal aligns with Lac La Biche County's new Municipal Development Plan; how Cenovus plans to use this site and how the same aligns with those in the Rural Industrial District in Lac La Biche County's Land Use Bylaw; and evidence of public support for this project and the reasons why the proposal is being supported.

Troy Peterson, Manager of Oil Sands Facilities at Cenovus, was present and noted that he is in support of the passing of Rezoning Bylaw 13-033. Mr. Peterson provided information on the proposed development and its future operations.

Sue Hawthorn, resident near the proposed rezoning, was present and expressed that she was against Rezoning Bylaw 13-033. Ms. Hawthorn noted that if industrial continues to surround Lac La Biche, she is of the opinion that residents will be isolated. She further expressed her opinion that people who have stated they were opposed to this development have not been heard.

Kim Winger, resident near the proposed rezoning, was present and expressed that she was against Rezoning Bylaw 13-033. She is of the opinion that all these changes are because of industry pressures and that decisions are being made to accommodate industry. She further expressed her concern for the environment and water bodies surrounding the same.

Mayor Langevin asked if there was anyone else present wishing to speak to Rezoning Bylaw 13-033. There was no one else present wishing to speak.

Mayor Langevin thanked the presenters for their comments, and declared the public hearing closed at 2:43 p.m.

6.3 Public Input Session.

Mayor Langevin declared the public input session open at 2:43 p.m.

There was no one present for the public input session.

Mayor Langevin declared the public input session closed at 2:44 p.m.

RECESS

Mayor Langevin called a recess at 2:45 p.m.

RECONVENE

Mayor Langevin reconvened the meeting at 2:55 p.m. with all those Members of Council previously listed in attendance.

NEW BUSINESS

8.1 RFD – Rezoning Bylaw 13-031; Lac La Biche County; Lot 1, Block 3, Plan 1121750; from Low Density Hamlet Residential District (LDR) to Arterial Commercial/Shopping Centre District (C2) 2nd & 3rd Readings;

13.406 Motion by Councillor Uganecz that Bylaw 13-031 be given second reading this 24th day of September, 2013.

CARRIED UNANIMOUSLY

13.407 Motion by Councillor Nowak that Bylaw 13-031 be given third and final reading this 24th day of September, 2013.

CARRIED UNANIMOUSLY

8.2 RFD – Rezoning Bylaw 13-033; ParioPlan Incorporated; Pt. of NE-9-67-13-W4M; Pt. of NW-10-67-13-W4M; Pt. of SW-10-67-13-W4M; Lot 1, Block 1, Plan 0627275; Lot 1, Block 1, Plan 0424118; from Agricultural District (AG) to Rural Industrial District (RI) 2nd & 3rd Readings;

13.408 Motion by Councillor Nowak that Bylaw 13-033 be given second reading this 24th day of September, 2013.

IN FAVOUR

**Mayor Langevin
Councillor Kumpula
Councillor Richard
Councillor Uganecz
Councillor Thompson
Councillor Broadbent-Ludwig
Councillor Nowak**

OPPOSED

Councillor Siebold

CARRIED

13.409 Motion by Councillor Uganecz that Bylaw 13-033 be given third and final reading this 24th day of September, 2013.

IN FAVOUR

**Mayor Langevin
Councillor Kumpula
Councillor Richard
Councillor Uganecz
Councillor Thompson
Councillor Broadbent-Ludwig
Councillor Nowak**

OPPOSED

Councillor Siebold

CARRIED

8.3 RFD – Request for First Extension – Subdivision Approval for File 2011-S-038; Proposed Subdivision of Pt. of SW-33-66-14-W4M;

13.410 Motion by Councillor Kumpula that Lac La Biche County Council approves an extension to the Subdivision Approval for File 2011-S-038 until December 21, 2013.

13.411 Motion by Councillor Richard that motion 13.410 be tabled to the October 8, 2013 Regular Council Meeting to allow Administration to provide further information.

IN FAVOUR

Mayor Langevin

Councillor Richard

Councillor Siebold

Councillor Thompson

Councillor Broadbent-Ludwig

Councillor Nowak

OPPOSED

Councillor Kumpula

Councillor Uganecz

CARRIED

RECESS

Mayor Langevin called a recess at 3:29 p.m.

RECONVENE

Mayor Langevin reconvened the meeting at 3:38 p.m. with all those Members of Council previously listed in attendance.

NEW BUSINESS

8.4 RFD – Development Agreement Policy & Procedure;

13.412 Motion by Councillor Kumpula that Council adopts the new Development Agreement Policy, as amended, which is attached to and forming part of these minutes.

CARRIED UNANIMOUSLY

8.5 RFD – Bylaw 12-006 – Fire Protection;

13.413 Motion by Councillor Kumpula that Bylaw 12-006 be amended to include a definition of ‘Regional Fire Chief’, specifications for hiring, appointing, and selecting fire and rescue personnel, and the establishment of the fire permitting season to coincide with that of the Alberta Government.

CARRIED UNANIMOUSLY

8.6 RFD – Municipal Emergency Plan;

A discussion ensued regarding the draft Municipal Emergency Plan.

13.414 Motion by Councillor Kumpula that Council approves the draft 2013 Municipal Emergency Plan.

CARRIED UNANIMOUSLY

8.7 RFD – Human Resources Policies;

Manger, Human Resources, Debbie Menard presented a PowerPoint presentation that noted the changes made to the Human Resources Policies and Procedures.

It was noted that in Policy CS-03-015 – under the heading General Statements, letter (q) should be amended by removing the last part of the sentence, “and to ensuring that hazards associated with drug and alcohol use are removed from the workplace.” (p. 8.7-71)

13.415 Motion by Councillor Kumpula that County Council approves Human Resources Policies:

- Policy CS-03-013 – Provisions of Lac La Biche County Human Resources Policies and Procedures Policy; and
- Policy CS-03-015 – Lac La Biche County’s Employee Conduct Policy,

as attached to and forming part of these minutes.

CARRIED UNANIMOUSLY

Councillor Siebold and Councillor Broadbent-Ludwig declared a conflict of interest as they have family members that work for Lac La Biche County and left the Council meeting at 4:59 p.m.

8.7 RFD – Human Resources Policies (continued);

13.416 Motion by Councillor Uganecz that County Council approves Human Resources Policies:

- Policy CS-03-014 – Lac La Biche County’s Employment Conditions Policy; and
- Policy CS-03-016 – Lac La Biche County’s Compensation and Benefits Policy,

as attached to and forming part of these minutes.

CARRIED UNANIMOUSLY

13.417 Motion by Councillor Richard that County Council deletes Human Resources Policies:

- CS-03-001 – Human Resources Management;
- CS-03-005 – Long Service Award; and
- CS-03-006 – Employee Personal Improvement and Development Plan Policy.

CARRIED UNANIMOUSLY

Councillor Siebold and Councillor Broadbent-Ludwig returned to the Council meeting at 5:01 p.m.

13.418 Motion by Councillor Nowak that County Council deletes Human Resources Policies:

- CS-03-003 – Violence and Harassment in the Workplace;
- CS-03-007 – Supervisory Code of Conduct Policy;
- CS-03-008 – Whistle-Blowing Policy;
- CS-03-009 – Employee Advocacy Policy; and
- CS-03-010 – Telework Policy.

CARRIED UNANIMOUSLY

RECESS

Mayor Langevin called a recess at 5:03 p.m.

RECONVENE

Mayor Langevin reconvened the meeting at 5:10 p.m. with all those Members of Council previously listed in attendance.

NEW BUSINESS

8.8 RFD – Bylaw 13-029 – Lac La Biche County Environmental Stewardship Advisory Committee (ESAC);

13.419 Motion by Councillor Kumpula that Bylaw 13-029 be given first reading this 24th day of September, 2013.

CARRIED UNANIMOUSLY

13.420 Motion by Councillor Siebold that Bylaw 13-029 be given second reading this 24th day of September, 2013.

CARRIED UNANIMOUSLY

13.421 Motion by Councillor Uganez that Bylaw 13-029 be submitted for third and final reading this 24th day of September, 2013.

CARRIED UNANIMOUSLY

13.422 Motion by Councillor Nowak that Bylaw 13-029 be given third and final reading this 24th day of September, 2013.

CARRIED UNANIMOUSLY

13.423 Motion by Councillor Siebold that County Administration begins the advertising process in order to recruit the fourth ESAC member at large; a position which is currently vacant. All existing committee members are to remain the same. These members include: Brian Deheer, Thomas (Tim) Polzin, and Marvin Fyten.

CARRIED UNANIMOUSLY

8.9 RFD – Bylaw 13-030 – Amendment to Bylaw 09-034 (Cemetery Bylaw);

13.424 Motion by Councillor Broadbent-Ludwig that Bylaw 13-030, as amended, be given first reading this 24th day of September, 2013.

CARRIED UNANIMOUSLY

13.425 Motion by Councillor Uganez that Bylaw 13-030 be given second reading this 24th day of September, 2013.

CARRIED UNANIMOUSLY

8.9 RFD – Bylaw 13-030 – Amendment to Bylaw 09-034 (Cemetery Bylaw) (continued);

13.426 Motion by Councillor Siebold that Bylaw 13-030 be submitted for third and final reading this 24th day of September, 2013.

CARRIED UNANIMOUSLY

13.427 Motion by Councillor Nowak that Bylaw 13-030 be given third and final reading this 24th day of September, 2013.

CARRIED UNANIMOUSLY

13.428 Motion by Councillor Kumpula that Council allows Administration to make the recommended changes to Lac La Biche County Policy – Schedule of Fees and Charges.

CARRIED UNANIMOUSLY

8.10 RFD – Lac La Biche County ASB Equipment Rental Policy;

A discussion ensued regarding the Lac La Biche County ASB Equipment Rental Policy.

13.429 Motion by Councillor Kumpula that County Council approves Equipment Rental Policy PI-62-005.

IN FAVOUR
Mayor Langevin
Councillor Kumpula
Councillor Richard
Councillor Uganecz
Councillor Thompson
Councillor Nowak

OPPOSED
Councillor Siebold
Councillor Broadbent-Ludwig

CARRIED

8.11 RFD – Solid Waste Management Committee – Member at Large Appointment;

13.430 Motion by Councillor Nowak that County Council appoints Marvin Fyten, as the Area 1 Representative, to the Solid Waste Management Committee, effective immediately and for a term ending March 31, 2017.

CARRIED UNANIMOUSLY

8.12 RFD – Financial Report – To August 31, 2013;

13.431 Motion by Councillor Uganecz that County Council accepts the Lac La Biche Financial Report to August 31, 2013, as presented for information.

CARRIED UNANIMOUSLY

13.432 Motion by Councillor Uganecz to extend the September 24, 2013 Regular Council meeting to the conclusion of the agenda.

CARRIED UNANIMOUSLY

8.13 Work Camps;

A discussion ensued regarding the numerous requests for work camps in Lac La Biche County.

13.433 Motion by Councillor Broadbent-Ludwig that Administration prepare a bylaw with respect to work camps to be brought forward to the October 1, 2013 Policy and Priorities Committee Meeting for discussion.

IN FAVOUR

Mayor Langevin

Councillor Kumpula

Councillor Richard

Councillor Siebold

Councillor Thompson

Councillor Broadbent-Ludwig

Councillor Nowak

OPPOSED

Councillor Uganecz

CARRIED

8.14 County Office Hours.

A discussion ensued regarding County Office Hours.

No action required.

RECESS

Mayor Langevin called a recess at 6:44 p.m.

RECONVENE

Mayor Langevin reconvened the meeting at 6:54 p.m. with all those Members of Council previously listed in attendance.

IN CAMERA SESSION

13.434 Motion by Councillor Uganecz to go in camera at 6:54 p.m.

CARRIED UNANIMOUSLY

10.1 Land Matter (section 25 FOIP).

RETURN TO REGULAR MEETING

13.435 Motion by Councillor Richard to proceed with the meeting out of camera at 7:34 p.m.

CARRIED UNANIMOUSLY

BUSINESS ARISING OUT OF "IN CAMERA SESSION"

10.1 Land Matter (section 25 FOIP).

No action required.

ADJOURNMENT

13.436 Motion by Councillor Uganecz to adjourn the Regular Council Meeting of September 24, 2013 at 7:35 p.m.

CARRIED UNANIMOUSLY

Aurel Langevin, Mayor

**J. Roy Brideau, CLGM, CMM
Chief Administrative Officer**

Brian Deheer
PO Box 2503
Lac La Biche AB TOA 2C0



Sunday, September 22, 2013

Mayor Aurel Langevin
Members of Lac La Biche County Council
c/o PO Box 1679
Lac La Biche AB TOA 2C0

Re: Public Hearing for Bylaw 13-033

Dear Mayor Langevin and members of Council:

I am writing to provide my comments on Bylaw 13-033, to rezone parcels of land in Tp 67, R. 13 from Agricultural to Rural Industrial. I will be unable to attend the Public Hearing on Tuesday, Sept. 23, so I will provide my comments in writing. I understand the purpose of the rezoning is for the development of a railyard and storage depot, being proposed by Cenovus Energy.

My primary concern has to do with the natural features present in the area, both on the parcel itself, and in the lands around it. The parcel itself has two bogs, a marsh and a stream channel. The County's Wetland Inventory clearly shows the wetlands in question, and an NTS 1:50,000 topographical map clearly identifies the stream. These are natural features that would be damaged, if not destroyed by the proposed industrial development.

Of course, it is well-known that wetlands provide various valuable functions and benefits, including holding rainwater, absorbing floodwaters, cleaning the water, recharging groundwater aquifers, as well as providing important habitat for a wide variety of wildlife. Most people know that lakes are the property of the Crown, usually including the bed and shore. Wetlands come in various types; besides lakes, there are bogs, marshes, and four types of fens. Bogs are relatively rare in the settled portion of LLB County, covering less than 20 sq. kms. And while we in Lac La Biche County have an abundance of marshes and fens, in southern Alberta most marsh wetlands have been lost, and they are now trying to rebuild them.

Equally important, the surrounding area has numerous important features, all of which are connected to the parcel in various ways. The proposed development straddles the lands between Birkland Lake and Claude Lake. The parcel of land is especially close to Birkland Lake's northern shoreline, in exactly the spot where Birkland Lake would flow through a short channel into Claude Lake. I am aware that the County has a Riparian Setback policy, but setbacks only go so far in protecting water bodies from impacts from the adjacent land uses. It would be preferable to locate the industrial development in another area.

The wetlands on the parcel in question are part of a larger complex of lakes, ponds, wetlands and streams, beginning with Toodles Lake and flowing generally in a northwest direction. As can be seen on the County map, streams flowing from Toodles Lake and other lakes (unnamed) to the west of it, flow out into streams that travel through Leicester Lake and at least five other small lakes. These lakes lie very close to the Little Divide. A glance at the County's Wetlands Inventory shows the area contains a rich mixture of all varieties of wetland types. It also shows that in numerous instances, various wetland types are present in combinations.

For example, Toodles Lake is surrounded by marsh, and then surrounded by two larger fens, one treed and one mixed. The next lake to the north is surrounded by marsh, which is then bordered by a larger treed fen, which in turn contains two small bogs. All of these lakes (8), marshes (at least 11), fens (23) and bogs (7) are part of this complex which drains along the stream travelling through the parcel in question, flowing into Claude Lake. Furthermore, Claude Lake flows out through a small stream which reaches the lake by passing through the Sunset Bay residential subdivision.

I am aware that Alberta has recently approved a new Wetlands Policy. "The purpose of the Alberta Wetlands Policy is to provide a framework for conserving, restoring and protecting Alberta's wetlands." I am also aware that the County has done a considerable amount of work on a wetlands policy of its own. This policy is still under development, but it is based on a similar appreciation for wetlands.

In light of the above natural features and the relevant policy context, I would conclude this area is not suitable for industrial development. If some other use were to be considered for this area, I believe country residential would be more suitable, combined with open spaces to serve as buffers alongside the water features. Subdivisions of acreage lots could more easily be designed to respect these water features, and would be much less likely to have harmful impacts on them. In fact, the presence of water features is usually considered an asset in residential areas.

Given that this rezoning request is for a known project, I would ask Council to consider other options. I recall that Council has been working toward relocation of the CN rail switching yard to an area intended for Industrial use to the west of the Hamlet of Lac La Biche. I know that area also has access to roads and railways. Has this area been considered? Would this not make more sense? I recall this exact point was made at a Public Hearing at McArthur Place earlier this year, regarding the location of industrial-use land use zones. I believe this same point would apply to this situation, and I would expect that there are more suitable parcels of land in that area to the west of the Hamlet, for a railyard/storage depot.

I also wonder if an area east of Highway 881 and south of the Square Lake road has been considered. This is also an area with road and rail access, and it is closer to the oilfield area to the northeast. Much of this is Crown land, so the Province would need to be involved. There

also some lakes and wetlands in this area as well, but there is far more room to work with here. I believe Council had entertained a proposal for industrial land use in this area before.

I also notice that the area proposed for rezoning includes the south portion of SW 10-67-13-W4M. This portion is on the south side of Highway 881. To my understanding, this is not a part of the proposed railyard/storage depot, nor does it have any access to the rail line. Is this intended? If the bylaw is passed, and the project goes ahead, then another industrial project could be proposed in this southwest portion of Section 10. It seems to me, then, that this rezoning decision would enable further industrial development, and I don't believe this is Council's intent. In my opinion, if it is not part of the proposal, it should not be part of the area treated in this bylaw.

My final point deals with being prepared for contingencies. What happens if the project, for whatever reason, does not go ahead? The property owner is then allowed to propose other industrial developments in this parcel. My understanding is that the main reason (perhaps the only reason) for this application at this time is for the proposed Cenovus depot. Since I feel this location is inappropriate for such development, I would feel the same for other industrial uses of the parcel as well. But if the rezoning is allowed to proceed without conditions, then any other industrial proposals would have the zoning they need.

I hope Council will consider this decision carefully. Often such decisions have implications that are irreversible, or have unintended consequences. Thank you for your attention to my comments.

Sincerely,



Brian Deheer



President:
Armin A. Preiksaitis
BES, RPP, MCIP

September 18, 2013

EMAILED

Lac La Biche County
Planning and Development Department
Second Floor, McArthur Place
10307 100 Street
Lac La Biche, Alberta

Attention: Mr. Doug Topinka
Manager, Planning and Development Department

Dear Mr. Topinka:

RE: Bylaw 13-033 Redistricting from Agricultural District (AG) to Rural Industrial District (RI) Public Open House Summary Report

ParioPlan Inc. is pleased to submit, on behalf of Cenovus Energy, a Summary Report from the Open House held on August 20, 2013. Also enclosed are scanned copies of the (32) completed Comment Forms we received from the approximately 100 people that attended the Open House. As you can see, there was good support for the redistricting application and Cenovus Energy's proposed industrial development.

We believe we have fully complied with *Lac La Biche County Policy No. PI-61-001 – Consultation Requirements for Planning and Development Processes*.

If you have any questions whatsoever, please contact me at 780-423-6824 or email me at armin@parioplan.com

ParioPlan Inc.
#605, 10080 Jasper Ave
Edmonton, AB T5J 1V9
Canada

t: 780.423.6824
f: 780.423.6850

parioplan.com

Respectfully Submitted,

PARIOPLAN INCORPORATED



Armin A. Preiksaitis, BES, RPP, FCIP
President

cc: Troy Peterson, P. Eng, Manager, Infrastructure, Cenovus Energy Inc. - Oilsands Facilities
Jessica Wilkinson, Media Relations Advisor, Cenovus Energy
Sean Nicoll, PEng, Project Engineer, Associated Engineering (Alberta) Ltd.

Enclosures

Proposed redistricting from
Agricultural District (AG) to a Rural Industrial District (RI)

Lac La Biche County, Bylaw NO. 13-033

PRE-CONSULTATION

PUBLIC OPEN HOUSE SUMMARY REPORT

August 20, 2013, The Bold Centre, Devon Room 6:00 – 8:00 pm



Submitted to



On behalf of



By



#605 10080 Jasper Avenue Edmonton, AB T5J 1V9

Ph: (780) 423-6824 Fax: 1-855- 611-8701

armin@parioplan.ca

September 17, 2013

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APPENDICES

Appendix A: Open House Notice

Appendix B: Cenovus Public Open House Brochure

Appendix B: Public Open House Comment Form

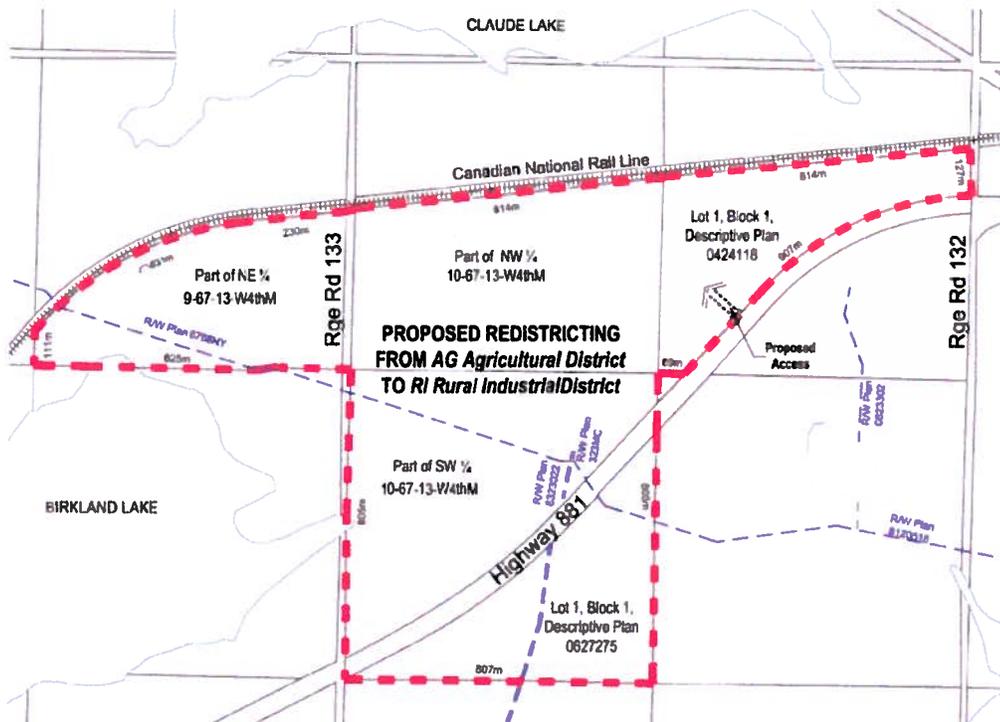
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1.0 BACKGROUND AND PURPOSE

ParioPlan Inc., on behalf of Cenovus Energy Inc., submitted an application to amend the Lac La Biche Land Use Bylaw No. 12-024 to redistrict land from *Agricultural District (AG)* to a *Rural Industrial District (RI)* to accommodate the development of an area of land east of the community of Lac La Biche that may eventually include a laydown yard, a warehouse, offices, a training facility, a rail spur, module staging, and a parking area. The purpose of this report is to summarize the process, document results and provide strategies to mitigate any issues received from a Public Open House which was held on August 20, 2013. The public was invited to attend the Public Open House through the radio station, local newspaper and social media (see Appendix A for copies of the Public Open House Notices). The Public Open House was held in compliance of Lac La Biche County Policy No. PI-61-001- *Consultation Requirements for Planning and Development Processes*.

The Policy's purpose is to increase public involvement in planning and development to "*inform decision making, increase understanding, acceptance and ensure more enduring solutions*". As the Policy requires, Cenovus worked with County administration to develop and implement a Public Consultation Plan early in the process. The Public Open House format was used as the method for consulting the public in compliance of Section 4, subsection (i) of the Policy:

- *Opportunities for Public Consultation, coordinated by the Developer/Applicant, may be required at the discretion of the Director of Planning and Infrastructure Services for redistricting;*
- *Each opportunity of Public Consultation requires that the following be provided to the County: a written record of a Public Meeting (at the cost of applicant), and copies of all comment forms by participants in a Public Open House; and written report outlining issues raised at the consultation and how the applicant intends to address each.*



2.0 PUBLIC OPEN HOUSE ATTENDANCE AND FORMAT

The Public Open House took place on Tuesday, August 20, 2013, between 6:00 pm and 8:00 pm in the Devon Room of the Bold Centre, located at 8702-91 Avenue, Lac La Biche.

The following members of the project team attended the Public Open House:

- *Troy Peterson, Infrastructure Manager, Cenovus Energy Inc.*
- *Bryce Anderson, Student Engineer, Cenovus Energy Inc.*
- *Troy Schwab, Group Lead Community Relations, Cenovus Energy Inc.*
- *Brett Harris, Media Relations Senior Advisor, Cenovus Energy Inc.*
- *Trent Zacharias, Local Community Relations Manager, Cenovus Energy Inc.*
- *Amela Palic, Real Estate Advisor, Cenovus Energy Inc.*
- *Lise Warawa, Community Relations Analyst, Christina Lake Operations, Cenovus Energy Inc.*
- *Heather Reid, Community Relations Analyst, Cenovus Energy Inc.*
- *Sean Nicoll, Project Engineer, Associated Engineering Alberta Ltd.*
- *Armin Preiksaitis, Principal, ParioPlan Inc.*

Approximately 100 people attended the Public Open House that included four (4) display boards, a presented by staff that provided information on the site context, plan and development concept. After signing in, participants were invited to indicate on a map where they live. Representatives of the project team were available to answer questions, respond to issues or concerns, and solicit feedback on the proposed redevelopment. Feedback from attendees was gathered through a survey to record comments.

3.0 SUMMARY OF COMMENTS

A total of thirty-two (32) completed Comment Forms were collected at the Public Open House, with the response summarized below.

The first question on the Comment Form asked: *“Considering what you have seen here tonight, you are supportive of the proposed redistricting of the subject site to a Rural Industrial District (RI).”* As shown in Table 1, **eighty-one percent (81%) of the respondents indicated support for the proposed development.**

Question 1: *“Considering what you have seen here tonight, you are supportive of the proposed redistricting of the subject site to a Rural Industrial District (RI).”*

Table 1: Response to the Public Open House Comment Form Question 1:

	Yes	No	No Opinion	Total
Number of Respondents *	26	5	1	32
Percentage of Respondents	81%	16%	3%	100%

**Existing land owners participated in the Public Open House survey process and have shown support for the proposed development.*

As shown in Table 1, five (5) out of thirty-two (32) respondents answered “No”. The second question on the Comment Form asked respondents to share their concerns if they answered “No” to Question 1. Below are specific responses:

“Look west along the high route corridor that your modules will be travelling on anyway”

“Environmentally, Cenovus does not give that much to LLB.... Didn't seem to care all about the wildlife....”

“There is no written information provided here that describes where the soil material to build the site will come from...Or it is a high enough ground all soil material can be obtained on site. How much land will be disturbed (if any) to supply service to the site (power/water)? What is currently on the site? Is it currently used for agricultural purpose or is it treed? For the railway- is there any future plan to ship materials only. As we have seen lately on the news, movement of material by rail does not necessarily mean safer. Despite these concerns-I do believe CVE will be a good neighbor and great for this town. Just the reading material and video seem to provide very superficial information.”

“I am in agreement to the plan as presented however I am skeptical that only a rail siding handling inbound dry good is proposed. Being an oil company, I would like some guarantee that bitumen on other oil byproducts would not be gathered and sent outbound-adding risk to the public and environment. Especially being surrounded by traffic lanes”

“The proposed development is located too close to existing residential development. It should be on the West side of the town with the rest of the industry”

The last question on the Comment Form asked attendees to provide any comments they might have in general. General supportive comments received by participants have been sorted into eight (8) themes. Table 2 below lists these categories and indicates the frequency of supportive comments for each one. As such, the frequency below corresponds to the number of respondents who commented on a particular theme.

Table 2: Frequency of Supportive Comments Relating to Specific Themes

Theme	Frequency of positive Comments
Tax Base Creation	4
Job Creation	4
Support for proposed development location	4
Economic Potential	2
Environmental Impact Concern	1
Conflict with Surrounding Land Uses	1
Traffic Impact	1
Other Supportive Comments	12

Tax Base Creation

Four (4) respondents agreed the proposed development provides opportunity for Lac La Biche County's tax base. Specific comments included:

"...Good tax base for County..."

"...increase tax base..."

"...will provide a new tax base for the County..."

"Would be an excellent asset to the county as the spin-off intended to be huge both as a tax base and the increase in housing and servicing."

Job Creation

Four (4) respondents indicated the development could potentially create more employment opportunities for Lac La Biche County.

"...Creates job for County..."

"...Job creation is important to the community..."

"...Creates Jobs..."

"...When I look at your presentation I see the future, I see development, residential community and industrial, I see jobs..."

Support for Proposed Development Location

Four (4) respondents commented on the location of the proposed development. In general, they indicated the proposed location is suitable and ideal for this development due to its proximity to the high load corridor and the existing CN Railway line.

"Best place to locate; Right beside the CN Rail; Right along high wide load 881 highway..."

"I support the project as outlined and think it is an excellent opportunity for Lac La Biche County. I believe it would be foolish to build the facility on the west side of Lac La Biche as the train would travel through the town. Cenovus is putting a significant show of faith in the town of LLB to be able to act as a supply hub for the oilsands and we need to take them up on the offer. ... I will write (to) the county mayor and council to voice my support of this project..."

"Best location for this type of development... Connects with the high load corridor highway 36... Gateway to all the oil development not of LLB and South of Ft Mac ..."

"I have no problem with the proposed location"

Economic Potential

Two (2) respondents identified the economic potential of the proposed development and the impact on Lac La Biche County's economic growth.

"Excellent economic potential for Lac La Biche..."

"...I have nothing personal to gain from this development except the general economic growth of the community..."

Environmental Impact Concern

One (1) respondent indicated general support and expected development to have very minor impact on the environment.

"Very well planned. Just keep the tools in place to be environmentally friendly."

Conflict with Surrounding Land Uses

One (1) respondent expressed concern but has indicated a positive faith in the proposed development, suggesting that it has minimal impact on the surrounding community and Lac La Biche County.

"Although closer to town than I thought Cenovus representatives clearly have a plan to operate with little impact on the community. With the development to include a treed barrier and a storm water detention pond they clearly want their business to have no impact on the nearby residents and Lac La Biche. I think this proposal will be a benefit to Lac La Biche"

Traffic Impact

One (1) respondent believed that the proximity to the railway could reduce the traffic impact on the major vehicle routes.

"...Eliminates heavy traffic through busier part of town...Close to the railway so that can be utilized and keep that traffic off the busy highway..."

Other Supportive Comments

Twelve (12) respondents showed strong support for the proposed development.

"Very informative and great consultation. We need to see this more often."

"...Where light industrial should be..."

"It appears that all consideration have been planned for. It is good to see investment in this area..."

"...As a resident for Lac La Biche, there is a crying need for a development that will potentially affect our future."

"The best thing to happen in this county for years. It is about time council tap the welcome mat out ignore the nay-sayers."

"Love the idea, it is good for development."

"Looking forward to have Cenovus in our community."

"Yes! This would be the best thing for the community for years"

"it appears that all consideration have been planned for. It is good to see investment in this area."

"If the town doesn't get this we might as well close down good idea"

"Very well planned"

"Well done Cenovus! You have my support."

There are also two (2) respondents who expressed some concern over the proposed development in the "General Comment" section. Below are the specific comments.

Environmental Concerns

"Cenovus seems to be very money orientated. Do they care at all about wildlife in Lac La Biche They don't give any money to wildlife endeavors"

Conflict with Surrounding Land Uses

"Your plan will change the Land Use east of LLB base on its scale. Adjacent land will be forced into rural industrial use...Your influence as a large corporation has influenced the initial Draft of the MDP and almost deliver Lac La Biche residents a 10 km corridor of Industrial Land Use East of The Bold Centre..."

4.0 ADDRESSING THE ISSUES

All the concerns voiced by members of the community regarding the proposed development are summarized under four (4) major themes below. The summary itemizes five (5) major issues that fall under the general themes and describes how each one will be addressed by the applicant.

Subject Site Location

Issue 1: *The proposed development is located close to existing residential development and should be located on the west side of town with the rest of the industrial uses.*

Response/

Mitigation: The site for the proposed development is the best suited for both Cenovus and Lac La Biche. Most importantly, it is the safest location. Cenovus reviewed several potential locations and concluded that locating the project on the east side of town would minimize additional traffic in Lac La Biche. Vehicles and heavy loads would be able to access the area by Highway 36 and then travel east on Highway 881. This would ensure any increased traffic would use the bypass road and means increased safety for everyone involved, from town residents to Cenovus employees.

The location has excellent highway and rail access, and is easily accessible to Cenovus's oil sands operations. Having established highway access also means, if approved, construction could begin right away.

There is natural separation, such as lakes, between any existing or planned residential areas and Cenovus plans to have a tree buffer around the facility so it will blend into the surrounding landscape.

Additionally, Cenovus plans to build a parking lot and provide bus transportation for workers at its Christina Lake (and eventually Narrows Lake) oil sands development, which will further reduce highway traffic.

Environmental Concerns

Issue 2: *Concerns raised about the transport of bitumen or other oil products from the site via rail that may cause spill; may not be safer than using pipelines.*

Response/

Mitigation: Cenovus has no plans to direct its oil production by rail through Lac La Biche. The company's application is to redistrict the property from Agricultural Use to Rural Industrial Use, which places restrictions on the type of activities that are permitted in the area.

The proposed uses for Cenovus's site include:

- a laydown (storage) yard
- a warehouse
- offices

- a training facility
- module staging area, and
- a parking lot

The plan could involve a rail spur to handle shipments of bulk materials, such as pipes.

Issue 3: *More information should be made available to the public about the site itself and how it will be developed in terms of technical details such as soil conditions, infrastructure servicing, level of site disturbance, information about significant wildlife, etc.*

Response/

Mitigation: The issues raised are normally addressed at the time of development permit as required by the Lac La Biche County Land Use Bylaw No. 12-024 (LUB). Cenovus will provide all of the information required through the development permit process, if the area is successfully redistricted to Rural Industrial Use.

Application for development permit, at the discretion of the Development Authority, requires applicants to provide:

- a grading plan
- a stormwater management plan
- geotechnical information
- a biophysical assessment;
- a hydrogeological report, and
- environmental site and impact assessments all by qualified professionals.

The County has the authority to request any of the information itemized in Section 20 of the LUB in order to properly assess any development permit application.

Impact on Surrounding Land Uses

Issue 4: *The development is so large in scale it will force surrounding lands to follow similar and only compatible uses, in particular along the Highway 881 corridor.*

Response/

Mitigation: The application to redistrict this area to Rural Industrial Use only affects those lands that are part of the development. The Lac La Biche County Municipal Development Plan (MDP) designates future use for surrounding lands. The draft MDP retains the Agricultural designation for most of the lands directly abutting the redistricting boundary. It further identifies lands along the Highway 881 corridor for commercial uses. Adjacent land owners can apply to amend the MDP or redistrict their land by following a public process similar to the one Cenovus is undertaking.

Cenovus has plans to reduce impacts on adjacent lands. One example is to include tree buffers to blend into the surrounding landscape, reduce visibility of the site, and minimize any sound.

General Comments

Issue 5: *Questions were raised about Cenovus Energy Inc.'s corporate social responsibility to the community specifically regarding charitable donations to the area, employees living in the community, and wildlife endeavors.*

Response/

Mitigation: Community Investment

Cenovus wants communities to be better off as a result of the company being in the area. The company anticipates an operating life of 30 to 40 years at all of its projects, so this development is a long-term commitment for Cenovus in Lac La Biche. The proposed develop may act as a catalyst to attract other oil sands companies and suppliers to the area, establishing a supply hub for developments north of Lac La Biche.

In 2012, Cenovus spent \$122 million with businesses based in Lac La Biche. The company has also contributed about \$1.3 million to community organizations and initiatives since December of 2009, including:

- The Bold Center
- The Winter Festival of Speed
- On the Pond Hockey Tournament
- Lac La Biche County Libraries
- Lakeland Out of the Elements Shelter
- Youth Apprenticeship Program @ Dr. Swift
- Portage College Sports & Education Dinner
- Lac La Biche Health Society
- Lac La Biche Pow Wow and Fish Derby Association
- Lac La Biche Firefighter's Society

Wildlife

Cenovus is committed to protecting the wildlife in its area of operations and to protecting people from wildlife encounters. The company manages its impact on wildlife habitat and vegetation by:

- Planning activities to avoid sensitive times for wildlife such as migration and nesting periods for birds and calving season for caribou
- Monitoring wildlife using remote cameras to observe and better understand when and how wildlife move and develop plans to minimize the impact on them and their natural habitat
- Working closely with government, industry partners and researchers on actions to reduce the impact on wildlife and their habitat

Cenovus has government approval for wildlife and caribou mitigation and monitoring programs at the Christina Lake, Foster Creek and Narrows Lake oil sands projects. These programs outline project-related impacts and identify corresponding objectives aimed at addressing these impacts through mitigation activities and actions. Within these programs, there is an additional action plan specifically related to caribou.

Other examples of wildlife programs include:

- A bear awareness training program at Christina Lake for employees and contractors, as well as bear-proof containers around the facility and put up 'Be Bear Aware' signs to remind staff of proper waste storage practices.
- A trial project to reduce the impacts of light on nearby wildlife habitat by reviewing the type of lighting and wattage at Christina Lake. Cenovus identified improvements such as adding light shields to direct the light where it's needed, re-orienting light fixtures, installing light sensors and, in some cases, identifying areas of the plant that no longer require lighting.
- A pilot restoration project on the historic seismic lines at Foster Creek to reduce impacts to caribou by testing a number of treatments — mounding the ground, planting coniferous trees, adding woody debris and leaning tree stems into the pathways — with the goal of restoring the characteristics of the forest and giving young trees a chance to grow more quickly.

5.0 NEXT STEPS

This Summary Report will be submitted to Lac La Biche County to accompany the redistricting application. The first reading of the Bylaw was held on August 27, 2013. The public hearing has been scheduled for September 24, 2013.

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APPENDIX A

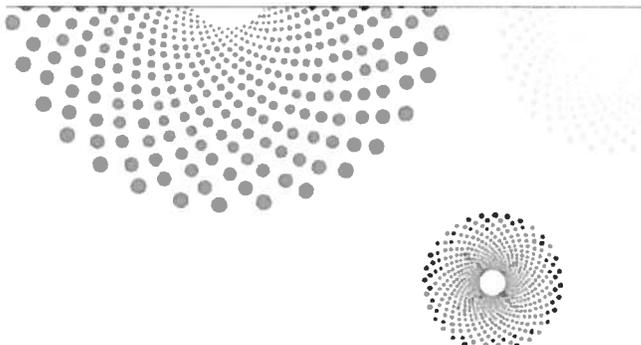
Public Open House Notice

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Cenovus - Social media postings for Lac La Biche open house August 20

August 13:

- o Cenovus posted the following on **Facebook** :



Our best work happens when you're involved.

Learn more about how we're putting fresh, progressive thinking to work in your community. Please join us for an open house to learn more about our business and future plans for our proposed development project that may include a storage yard, warehouse, rail off-load facility and training facility in Lac La Biche.

Where: Devon Room, Bold Center, 8702 – 91 Ave., Lac La Biche
Date: Tuesday, August 20, 2013
Time: 6 to 9 p.m.

Refreshments will be provided.

If you're unable to attend but would like information, please contact Troy Peterson at 1-877-766-2066 or (403) 766-8252.

New ideas. New approaches. **cenovus**

cenovus.com   

Cenovus
cenovus August 13

We're holding an open house in #LacLaBiche on Tuesday, August 20 (6:00 - 9:00 p.m.) to outline our plans for a proposed development project in the area. If you live nearby, we encourage you to join us to learn more and provide your input.

[Tag Photo](#) [Add Location](#) [Edit](#)

Like · Comment · Share · Edit

 Darcy Alexander, Andrew DeGiobbi and 2 others like this.

 Nixon Trethewey Brian Barker. FYI
Like · Reply · August 14 at 11:35am via mobile

August 19:

- Cenovus **tweeted**: "Our open house in @laclabicheco is tomorrow. If you live near #laclabiche, pls join us to learn more - <http://t.co/VkPYFDn0IT> #YLB" - Cenovus retweeted this message twice

August 21:

- Cenovus **tweeted** the following:
 - "Thx to all who came to our open house in #LacLaBiche to learn about our proposed laydown & storage facility <http://t.co/wBbAVOERt6>"
 - "Great questions from all who came to our open house in #LacLaBiche yesterday! [@LacLaBicheCo](http://on.fb.me/174jAig)" - Cenovus retweeted this message once

Cenovus

Lac La Biche Open House Radio Spot (30s)

ANNCR: At Cenovus, we're committed to fresh, progressive thinking when it comes to safely and responsibly unlocking energy resources the world needs.

Learn how Cenovus is using new ideas and approaches in your community. Please join us for an open house on Tuesday, August 20th from 6 to 9 p.m. at the Bold Center, where you'll hear about our plans for a proposed development project that may include a storage yard, warehouse, rail access point and training facility in Lac La Biche.

Our best work happens when you're involved. We hope to see you on August 20th at the Bold Center.

Cenovus. New ideas. New approaches.

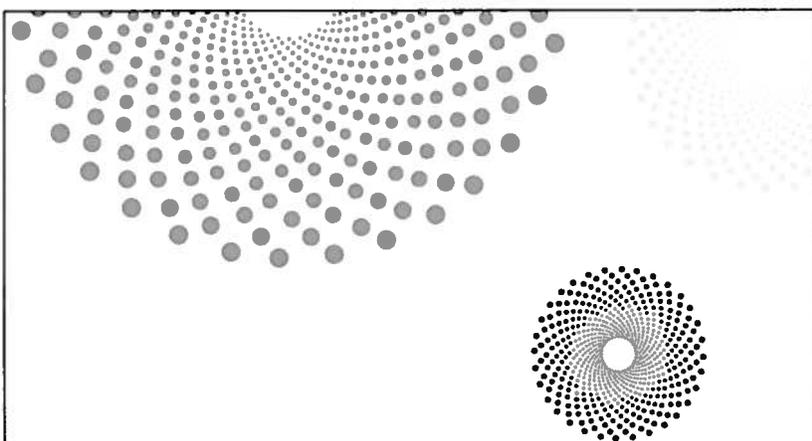
Cenovus

Lac La Biche Open House Radio Spot – phase 2 (30s)

ANNCR: At Cenovus, we're committed to fresh, progressive thinking when it comes to safely and responsibly unlocking energy resources the world needs.

We're planning a development project that that may include a storage yard, warehouse, rail access point and training facility in Lac La Biche. If you missed our recent open house, please watch your mailbox over the next few days for more information on our proposed development.

Cenovus. New ideas. New approaches.



Our best work happens when you're involved.

Learn more about how we're putting fresh, progressive thinking to work in your community. Please join us for an open house to learn more about our business and future plans for our proposed development project that may include a storage yard, warehouse, rail off-load facility and training facility in Lac La Biche.

Where: **Devon Room, Bold Center, 8702 – 91 Ave., Lac La Biche**
Date: **Tuesday, August 20, 2013**
Time: **6 to 9 p.m.**

Refreshments will be provided.

If you're unable to attend but would like information, please contact Troy Peterson at 1-877-766-2066 or (403) 766-8252.

New ideas. New approaches.



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APPENDIX B

**Cenovus Public Open
House Brochure**



Lac La Biche County
welcoming by nature.

LAC LA BICHE COUNTY POLICY

TITLE: DEVELOPMENT AGREEMENT	POLICY NO: PI-61-003
RESOLUTION:	EFFECTIVE DATE:
LEAD ROLE: MANAGER, PLANNING & DEVELOPMENT	NEXT REVIEW DATE: DECEMBER 31, 2017
SPECIAL NOTES/CROSS REFERENCE:	AMENDMENT DATE:

POLICY STATEMENT:

1. Lac La Biche County believes the use of development agreements can lead to orderly and sustainable development that is fair to the County and the development community.
2. A development agreement is a contractual agreement between the County and Developer, that ensures that improvements required to service proposed developments are constructed to the County's standards.
3. Development agreements are required by Lac La Biche County as a condition of some development permits and most subdivision approvals in accordance with the Municipal Government Act.
4. The Chief Administrative Officer is responsible for signing the Development Agreements on behalf of the County.
5. Administration shall establish procedures for this policy and shall be responsible to ensure the spirit and intent of the policy is adhered to.

Chief Administrative Officer

Date

Mayor

Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: DEVELOPMENT AGREEMENT

POLICY NO: PI-61-003

SPECIAL NOTES/CROSS REFERENCE:

AMENDMENT DATE:

PROCEDURE:

1. As a condition of development permit or subdivision approval, the developer may be required to enter into a development agreement with the County.
2. For the purposes of this procedure, “residential”, “commercial” and “industrial” refers to all residential, commercial and industrial districts within Lac La Biche County’s Land Use By-Law.
3. Two forms of development agreements are in place and address the specifics for each development permit and proposed subdivision. This agreement may apply as follows:
 - a. Long Form Development Agreement. As part of a development permit condition, the developer may be required to install municipal improvements to the development or prior to endorsing the plan of subdivision, the developer shall be required to install all municipal improvements to each lot to the standards and specifications of Lac La Biche County. The areas in which the long form may be required are:
 - i. Multi-Lot Residential subdivisions;
 - ii. Multi-lot Commercial/Industrial subdivisions; and
 - iii. Development that require municipal improvements to be installed.
 - b. Short form Development Agreement. This agreement may apply as follows:
 - i. Agricultural subdivisions;
 - ii. Single lot/double lot residential subdivisions;
 - iii. Single lot/double lot commercial/industrial subdivisions; and
 - iv. Development permits deemed necessary to implement “on-site” conditions of development approval.
4. The Manager, Planning and Development shall be responsible to create both the long and short form of the development agreement and shall ensure that each form complies with the spirit and intent of this procedure.
5. Administration has the signing authority to negotiate and administer the policy and the standard agreements for all development agreements that do not deviate from the template development agreements. Should a deviation from the templates be requested by either Administration or a Developer, these must be approved by Council.
6. Administration will review this policy annually to ensure that it remains effective and addresses development agreement issues in a proactive, fair and consistent manner.

Chief Administrative Officer

Date

DEVELOPMENT AGREEMENT

Effective ____ day of _____, A.D. 2013.

BETWEEN:

LAC LA BICHE COUNTY,
a Municipal Corporation,
of Box 1679, Lac La Biche, AB T0A 2C0
(hereinafter called "Lac La Biche County")
OF THE FIRST PART

- and -

Of Box _____,
_____, _____,
(hereinafter called "The Developers")
OF THE SECOND PART

WHEREAS the Developer is or is entitled to become owner of the lands (the "Lands") and proposes to commence the development of a subdivision (**File # _____**) (the "Subdivision"), on that portion of the Lands which are legally described on **Schedule "A"** and shown on **Schedule "A-1"** attached (hereinafter referred to as the ("Development Area")); and

WHEREAS the parties hereto agree that the Developer shall construct and install the Local Improvements and Utilities described and specified on **Schedule "D"** and **Schedule "E"** hereto to service the Lands at the Developer's sole cost and expense; and

WHEREAS upon the satisfactory completion of the work and expiry of the Warranty Period, the Local Improvements shall become the property of Lac La Biche County, and

WHEREAS the Parties now wish to enter into an Agreement to provide for the construction and installation of Local Improvements and Utilities as hereinafter defined to service the Lands at the Developer's sole cost and expense on the terms and conditions hereinafter set-forth; and

NOW THEREFORE in consideration of the premises and of the mutual terms, covenants and conditions to be observed and performed by each of the parties hereto, Lac La Biche County agrees with the Developer and the Developer agrees with Lac La Biche County as follows:

I. INTERPRETATION

1. **"County Manager"** shall mean the Chief Administrative Officer, or designate, of Lac La Biche County.

2. **"Consulting Engineer"** shall mean the consulting professional engineer or engineers retained by the Developer.
3. **"Council"** shall mean the Lac La Biche County Council as constituted from time to time;
4. **"Construction Completion Certificate"** shall mean a certificate issued pursuant to Article V (2) of this Agreement and shall be in the form attached as **Schedule "B"** to this Agreement;
5. **"Development Area"** shall mean the lands described in **Schedule "A"** and shown in **"Schedule "A-1"** attached hereto.
6. **"External Local Improvements"** shall mean all of the Local Improvements or the portions thereof to be constructed by the Developer outside of the Subdivision as described on **Schedule "D"** hereto;
7. **"Final Acceptance Certificate"** shall mean a certificate issued pursuant to Article V (8) of this Agreement and shall be in the form attached as **Schedule "C"** of this Agreement;
8. **"General Municipal Servicing Standards"** shall mean the General Municipal Servicing Standards, as amended from time to time, and are approved by the Municipal Engineer for the construction and installation of the Local Improvements;
9. **"Internal Local Improvements"** shall mean all of the Local Improvements or the portions thereof to be constructed by the Developer within the Subdivision which is described and specified on **Schedule "D"** hereto;
10. **"Local Improvements"** shall mean all the Internal Local Improvements and the External Local Improvements, together with all necessary appurtenances, which are described and specified in **Schedule "D"** attached hereto;
11. **"Maintenance"** shall mean the Developer shall only be responsible for defects and deficiencies in materials or workmanship and any failure of the Local Improvements to comply with the General Municipal Servicing Standards and the Plans and Specifications. Lac La Biche County shall provide the subdivision with such municipal services during the Warranty Period for the Internal Local Improvements and the External Local Improvements as are normally available to the other residents of Lac La Biche County.
12. **"Municipal Engineer"** shall mean the professional engineer or engineers employed or retained by Lac La Biche County.
13. **"Plans and Specifications"** shall mean plans, specifications, material lists and performance criteria for the Local Improvements approved by the Municipal Engineer covering the design, construction and installation of the Local Improvements;
14. **"Warranty Period"** shall mean the following:

- i) for the *Internal Local Improvements* that period commencing on the date of issuance of a Construction Completion Certificate for the Internal Local Improvements and ending on the date of the issuance by Lac La Biche County of Final Acceptance Certificate for the Internal Local Improvements, and,
 - ii) for the *External Local Improvements* that period commencing on the date of issuance of a Construction Completion Certificate for the External Local Improvements and ending on the date of issuance by Lac La Biche County of a Final Acceptance Certificate for the External Local Improvements.
15. **“Utilities”** shall mean those utilities together with all necessary appurtenances, which are described in **Schedule “E”** attached hereto.

II. COVENANTS OF THE DEVELOPER

1. The Developer, at no direct or out-of-pocket expense to Lac La Biche County, shall cause a plan of the Subdivision to be prepared and approved by all the necessary governmental authorities and registered at the Land Titles Office for the North Alberta Land Registration District.
2. Notwithstanding the provisions contained in Paragraph 1 of this Article, the Developer undertakes, warrants and agrees that the Developer shall not register the plan of the Subdivision at the Land Titles Office for the North Alberta Land Registration District nor shall Lac La Biche County be required to provide Lac La Biche County’s consent to the registration of the plan of the Subdivision at the said Land Titles Office until such time as all of the following conditions shall have been satisfied:
 - a) The Developer shall have completed the construction and installation of the Internal Local Improvements and a Completion Certificate shall have been issued by Lac La Biche County for the Internal Local Improvements;
 - b) The Developer shall have completed the construction and installation of the External Local Improvements and a Completion Certificate shall have been issued by Lac La Biche County for the External Local Improvements.
 - c) The Developer shall have complied with the provisions of Paragraph 6 of this Article;
 - d) The Developer shall have paid to Lac La Biche County all sums owing to Lac La Biche County pursuant to this Agreement, including, without restricting the generality of the foregoing, those sums owing pursuant to Paragraph 3 of this Article.
 - e) The Developer shall have complied with all of the provisions of Article III of this Agreement.
 - f) All conditions of the subdivision approval for the Lands are satisfied;

- g) The Developer provides satisfactory evidence of suitable arrangements for installation of the Utilities.
3. Prior to Lac La Biche County endorsing the registration document for the Subdivision, the Developer shall pay to Lac La Biche County the following amounts:
 - a) A subdivision endorsement fee of ONE HUNDRED AND FIFTY (\$150.00) DOLLARS for each parcel, exclusive of reserves, contained within the Subdivision; and
 - b) All applicable offsite levies.
4. The Developer shall submit the Plans and Specifications to the Municipal Engineer in such form and in such detail as shall be required by the Municipal Engineer. The Developer undertakes, warrants and agrees that the Developer shall not commence construction of any of the Local Improvements until such time as :
 - a) all of the Plans and Specifications shall have been approved in writing by the Municipal Engineer'
 - b) such securities may be required for construction, connection or installation of External Local Improvements as required by the Plans and Specifications; and
 - c) evidence satisfactory to the County that the insurance required under this Agreement, including Worker's Compensation Act coverage, is in place.
5. Within a period of two (2) years following the date of this Agreement the Developer shall complete the construction and installation of the Local Improvements at the Developer's sole cost and expense, in a good and workmanlike manner, in strict conformity with this agreement, with the Plans and Specifications and the General Municipal Servicing Standards and proper and accepted engineering practices, and in accordance with any requirements of law applicable to the work.
6. Prior to the date of issuance by Lac La Biche County of any Completion Certificate for the Local Improvements, the Developer shall provide Lac La Biche County with such evidence and assurances, as Lac La Biche County shall require that arrangements satisfactory to Lac La Biche County have been made for the construction and installation of the Local Improvements Utilities required pursuant to **Schedule "E"** hereto.
7. The Developer shall cause all work to be conducted diligently, with reasonable dispatch, in a workmanlike manner, according to the requirements and specifications of the Municipal Engineer and as to not cause more inconvenience to the other residents of Lac La Biche County than is necessary in the circumstances.
8. The Developer, its servants, agents and contractors shall do as little damage as possible in the construction of the Local Improvements and shall cause as little obstruction as possible to the movement of traffic and other works within Lac La Biche County during

the progress of the work, and at all times shall restore the streets, highways, avenues, lanes, public areas and privately owned lands and improvements to a state of repair as nearly as possible equal to their state of repair existing at the commencement of construction, and shall be responsible for any maintenance to the Local Improvements during the construction of the Local Improvements and until a Completion Certificate is issued for the Local Improvements.

9. The Developer, if requested to do so by Lac La Biche County, shall assure and transfer each of the Local Improvements to Lac La Biche County without any cost or expense to Lac La Biche County upon the issuance by the Municipal Engineer of a Final Acceptance Certificate for the Internal Local Improvements and the External Local Improvements.
10. The Developer shall protect and indemnify Lac La Biche County against any damage or expense caused or incurred by the Developer, its agents, servants, or contractors as a result of the performance by the Developer of any work or undertaking to be performed or carried out by the Developer pursuant to this Agreement.
11. During the construction of the Local Improvements and during the Warranty Period, any Local Improvement which by virtue of this Agreement is constructed or is subject to the direction, management and control of the Developer, including a crossing, culvert, approach, grade, or other work made or done therein or thereon by the Developer or by a person with the permission of the Developer and which is within the limits of Lac La Biche County, shall be kept in a reasonable state of repair by the Developer and in default of the Developer keeping the same in repair, the Developer shall be liable for all damages sustained by Lac La Biche County and by any person or corporation by reason of such default and the Developer shall indemnify and save harmless Lac La Biche County against any claim for damages, expenses or costs arising there from and for which Lac La Biche County is held liable.
12. The Developer shall take all proper steps to ensure that the Local Improvements conform to all applicable bylaws, regulations, or standards promulgated pursuant to the provisions of any statute, bylaw or regulation.
13. Without restricting the generality of Article X(1) herein, the Developer shall provide and continuously maintain in a form satisfactory to Lac La Biche County, comprehensive general public liability and property damage insurance applicable to all activities of the Developer in connection with this Agreement, including but not limited to, coverage for use of owned or non-owned vehicles, completed operations and blanket contractual liability. This protection shall include, but not be limited to the Developer's contingent liability with respect to the activities of anyone, including contractors or sub-contractors, or anything done or omitted to be done, pursuant to this Agreement. The Developer shall have Lac La Biche County added to such insurance coverage as an additional insured, but not as a named insured, for all liabilities arising from anything done or omitted to be done by the Developer in connection with this Agreement. The minimum amount of coverage shall be TWO MILLION (\$2,000,000.00) DOLLARS per occurrence for bodily injury,

death and damage to property, including loss of use thereof. The required insurance coverage may only be terminated after issuance of the Final Acceptance Certificate.

14. The Developer shall at all times ensure that any work to be performed or carried out by the Developer pursuant to this Agreement is properly marked with such warning signs and devices as shall be necessary to alert the public that the said work is taking place. The Developer, if requested by Lac La Biche County or the Municipal Engineer, shall supply and put up such additional warning signs and devices as Lac La Biche County or the Municipal Engineer shall deem necessary.
15. The Developer hereby grants and conveys unto Lac La Biche County, its servants, employees, contractors and agents the right, license, liberty, privilege and easement to enter upon the Lands from time to time for the purpose of carrying out such inspections of the works to be constructed by the Developer on the Lands pursuant to this Agreement as Lac La Biche County shall deem necessary and for the purpose of enforcing compliance by the Developer with the terms and conditions of this Agreement.
16. The Developer shall, no later than six months prior to the expiration of the Warranty period for each Local Improvement, provide to Lac La Biche County "as constructed" record drawings, in hardcopy (as well as in digitised **auto-cad format and georeferenced to UTM Zone 12, NAD 83**) of each improvement. Further, said "as constructed" record drawings, are a condition precedent to the issuance of the relevant Final Acceptance Certificate.
17. Prior to the issuance by Lac La Biche County of a Final Acceptance Certificate for the Local Improvements, the Developer shall have repaired and restored all damage caused by any third party in constructing and installing the Utilities for the Subdivision. Without restricting the generality of the foregoing, the Developer shall restore all open areas, ditches, public roadways and other public areas as nearly as possible to the condition in which they were in immediately prior to the construction and installation of the Utilities.

III. SECURITY

1. Concurrent with registration of the Subdivision Plan, and as a condition of Lac La Biche County providing consent to register the Subdivision Plan, the Developer shall supply Lac La Biche County with security in the following form in an amount equal to One Hundred and Twenty Five (150%) percent of the actual cost of the Local Improvements. The actual cost of the Local Improvements shall be determined by the Municipal Engineer based upon actual cost information provided by the Consulting Engineers plus the Engineer's reasonable estimate of inflationary factors. The security is to ensure to Lac La Biche County full compliance by the Developer with the terms, covenants and conditions of this Agreement respecting the construction, installation and the warranty of said Local Improvements. The determination of the amount of security by the Municipal Engineer shall be final and binding on the Developer.

Or

Prior to the issuance of the Construction Completion Certificate, and Lac La Biche County providing consent to register the Subdivision Plan, the Developer shall supply Lac La Biche County with security in one of the following forms in an amount equal to Ten (10%) percent of the actual cost of the Local Improvements for each Phase. The actual cost of the Local Improvements shall be determined by the Municipal Engineer based upon actual cost information provided by the Consulting Engineers plus the Engineer's reasonable estimate of inflationary factors. The security is to ensure to Lac La Biche County full compliance by the Developer with the terms, covenants and conditions of this Agreement respecting the construction, installation and the warranty of said Local Improvements for each Phase. The determination of the amount of security by the Municipal Engineer shall be final and binding on the Developer.

2. The forms of acceptable security are:
 - a) Cash; or
 - b) An Irrevocable and unconditional Letter of Credit in a form and wording acceptable to Lac La Biche County. The letter(s) of credit shall contain the following terms and provisions:
 - A statement that the said irrevocable and unconditional letter (s) of credit is issued in favor of Lac La Biche County in consideration of Lac La Biche County entering into this Agreement with the named customers of the issuing bank;
 - An acknowledgement by the issuing bank that it has full knowledge of the terms, covenants and conditions of this Agreement;
 - An acknowledgement by the issuing bank that it has full knowledge that the issuing of the said irrevocable and unconditional letter(s) of credit was and is a condition precedent to the execution of this Agreement by Lac La Biche County.
 - An acknowledgement by the issuing bank that Lac La Biche County shall be entitled to draw on the irrevocable and unconditional letter of credit in accordance with the provision of this Agreement and an undertaking by the issuing bank to promptly honor and pay draws made by Lac La Biche County.
 - The terms of the letter of credit shall include an automatic renewal clause with a thirty (30) day notice by the issuing bank for the termination of the letter of credit.
3. The said security as above referred to shall be maintained in full force and effect during the period prior to the issuance of the Construction Completion Certificate and evidence of renewal thereof shall be produced to the Municipal Engineer. Upon issue of the Construction Completion Certificate, Lac La Biche County, in its sole discretion, may agree to a reduction in the amount of the security but, in no event shall the amount be less than Fifteen (15%) percent of the original amount of the security.
4. The Developer shall, upon the issuance by Lac La Biche County of a Final Acceptance Certificate for all of the Local Improvements and the compliance by the Developer with all of the terms and conditions contained in this Agreement to be performed or carried out

by the Developer, be at liberty to cancel the security provided by the Developer to Lac La Biche County pursuant to this Article as long as there shall not be any claim or claims outstanding by Lac La Biche County against the said security.

5. In addition to any other remedy Lac La Biche County may have available, Lac La Biche County may draw upon the cash or letter of credit provided to it by the Developer at any time during which the Developer is in default of the terms and conditions of this Agreement, for the purpose of completing the work to be performed by the Developer pursuant to this Agreement, maintaining such work as the Developer is required to maintain pursuant to this Agreement, collecting payment of any amount which the Developer is obligated to pay to Lac La Biche County pursuant to this Agreement or otherwise fulfilling the Developer's obligations pursuant to this Agreement.

IV. CONSTRUCTION AND INSTALLATION OF LOCAL IMPROVEMENTS

1. The Developer shall within a period of twenty four (24) months from the date of this Agreement construct and install the Local Improvements, to service the Lands at its own cost and expense, in a good and workmanlike manner, in strict conformance with this Agreement, the Plans, the General Municipal Servicing Standards and all applicable proper and accepted engineering practices, and in accordance with any requirements of law applicable to the work.
2. At all times during the performance of the work:
 - a) The Municipal Engineer shall have free and immediate access to all records of or available to the Developer relating to the performance of the work including, but without limiting the generality of the foregoing, all design, inspection, material testing and "as constructed" records.
 - b) The Municipal Engineer may:
 - i) exercise such supervision of the performance of the work as they may deem necessary and advisable to ensure to Lac La Biche County the full and proper compliance by the Developer with the Developer's undertakings to Lac La Biche County, and to ensure the proper performance of the work.
 - ii) reject any unsatisfactory design, material or work,
 - iii) order that any unsatisfactory work be re-executed at the Developer's cost,
 - iv) order the re-execution of any unsatisfactory design and the replacement of any unsatisfactory material, at the Developer's cost,
 - v) order the Developer to bring on the job and use additional labour, machinery and equipment, at the Developer's cost, as Lac La Biche County may deem necessary to the proper performance of the work,

vi) order that the performance of the work or part thereof be stopped until his said orders can be obeyed,

vii) order the testing of any materials to be incorporated in the work,

and the Developer shall comply with the said orders and requirements of the Municipal Engineer.

3. Upon completion of the work, the Consulting Engineers shall submit to the Municipal Engineer a statement under their professional seal certifying that the Consulting Engineers have provided on site engineering services during the course of the work and are satisfied that the work is in accordance with the approved Plans.
4. The Developer shall be responsible at the Developer's sole cost and expense for the connection of Local Improvements within the Subdivision Area to Lac La Biche County's existing infrastructure.
5. The Developer shall install power service, whether it underground or overhead, and street lighting and the Developer shall endeavor to have the poles and guide wires located within the lots instead of the dedicated roadway. It is understood, however, that this stipulation is subject to the design requirements of the utility company. Lighting with underground power shall include wiring, concrete pedestals, light standards and light fixtures. Lighting with overhead power shall include wiring and light fixtures attached to overhead power poles.
6. The Developer shall comply with all requirements of the Worker's Compensation Act, RSA 2000 c. W-15, as amended from time to time.
7. Notwithstanding any approval of the Municipal Engineer, the Developer has the sole responsibility for and remains responsible for the design, construction and maintenance of the Local Improvements in accordance with the provisions of this Agreement, and for the purposes of the Occupational Health and Safety Act, RSA 2000, c. O-2, the prime contractor of the Lands and all work contemplated hereby.

V. CONSTRUCTION COMPLETION CERTIFICATES, WARRANTY AND FINAL ACCEPTANCE CERTIFICATES

1. A Construction Completion Certificate shall be required by the Developer from Lac La Biche County for each Local Improvement or group of Local Improvements to be constructed and installed by the Developer, as referred to in **Schedule "D"**.
2. The Developer, upon the completion of each improvement or group of Local Improvements shall make application for a Construction Completion Certificate as attached hereto as **Schedule "B"** to the Municipal Engineer for the issuance of a Construction Completion Certificate. No such application will be considered by the Engineer unless:

- a) it is requested in respect of all of the Development Area, or
- b) it is requested in respect of one or more stages approved in advance by the Municipal Engineer, and
- c) it is accompanied by a certificate from the Consulting Engineers certifying that the Local Improvements are constructed in accordance with and in compliance with this Agreement.

Furthermore, provided these conditions are met, the Municipal Engineer, subject to the performance of all conditions, terms and provisions herein contained to be observed and performed by the Developer at the date of making such application, shall, within thirty (30) days:

- a) approve a Construction Completion Certificate if satisfied upon inspection that the Local Improvements have been constructed and installed in accordance with this Agreement and are operational within the whole of the Development Area, or an agreed stage or stages of the Development Area, or
- b) notify the Developer in writing of all defects or deficiencies in construction of the Local Improvements, and without limiting the generality of the foregoing, such notification shall be deemed to have been given through the documentation of the deficiency list as prepared by the Consulting Engineer and signed by the Municipal Engineer at or near the time of inspection, or
- c) notify the Developer in writing of all terms, conditions and provisions required to be observed or performed by the Developer prior to the issuance of a certificate. Provided further, that if the Municipal Engineer shall fail to comply with provisions 2(a), (b) or (c) of this Article, the Local Improvements shall be deemed to have been completed in accordance with the Plans and to be operational, and the Warranty period shall commence upon the expiration of the thirty (30) day period.

Notwithstanding anything herein contained, if adverse conditions prevent the Municipal Engineer from completing an inspection of the Local Improvements within 30 days of application for a Construction Completion Certificate, the Municipal Engineer shall notify the Developer that the inspection is so delayed, and Lac La Biche County shall, as soon as conveniently possible, complete the inspection and, if satisfied upon carrying out the inspection that the Local Improvements had been constructed in accordance with the terms hereof, the Certificate shall be predated to the date of application therefore.

3. Where minor defects exist within the Local Improvements which, in the opinion of the Municipal Engineer, do not impair the operation of the Local Improvements, and which, due to conditions beyond the control of the Developer, cannot be rectified immediately, the Developer may make application for a Construction Completion Certificate in

accordance with Article V, Clause 2 above, and the provisions thereof shall apply, providing that the Developer:

- a) submits a detailed list of all such defects, and
 - b) submits an undertaking in writing to rectify all such defects within six months of the date of such application.
4. If the Local Improvements do not comply with the plans, or are not operational, or the Developer has failed to comply with any terms hereof, the Developer shall correct all the defects and deficiencies in the Local Improvements or comply with the terms hereof, as the case may be, and shall resubmit his application for a Construction Completion Certificate in accordance with Article V, Clause 2 above.
5. For the purposes of this Article, water and sewer systems, including drainage systems, shall not be deemed to be operational unless they are free of all obstructions and foreign material including, without restricting the generality of the foregoing, rocks, silt and gravel, and any water system has been inspected and sterilised to the satisfaction of the Municipal Engineer.
6. During the Warranty Period, the Developer shall maintain all Local Improvements constructed pursuant to this Agreement to the standard to which they were constructed, reasonable wear and tear excepted, for the period commencing upon the issuance of a Construction Completion Certificate and continuing for the periods specified below for each Local Improvement; namely:

- a) Roads and Approaches – Complete Gravel Surfacing - 2 years

The Warranty Period shall not commence until a Construction Completion Certificate is issued for the complete gravel surfacing. The road system and all approaches shall be maintained by the Developer with 3/4" crushed gravel at a rate of four hundred (400) yards per mile until such time as the asphalt finish grade is required.

- b) Roads and Approaches – Asphalt Finished Surface - 1 year

The Developer shall, within one (1) year of the issuance of the Construction Completion Certificate for the complete gravel surfacing, place the asphalt finish grade, on the internal road system and approaches to each lot. Once the Construction Completion Certificate is issued for the asphalt finished surface the Developer shall warranty the work for a period of one (1) year, or

Should the Developer choose to place the asphalt finished surface within the same year as the road is constructed, a two (2) year warranty shall be required,

From issuance of Construction Completion Certificate

- c) Municipal Water Distribution System - 1 year
From issuance of Construction Completion Certificate
- d) Municipal Sewer Collection System - 1 year
From the issuance of the Construction Completion Certificate
- e) Drainage System - 1 year
From issuance of Construction Completion Certificate

During the Warranty Period the Developer shall only be responsible for defects and deficiencies in materials or workmanship and any failure of the Local Improvements to comply with the General Municipal Servicing Standards and the Plans and Specifications. Lac La Biche County shall provide the subdivision with such municipal services during the Warranty Period for the Internal Local Improvements and the External Local Improvements as are normally available to the other residents of Lac La Biche County.

7. Upon application for a Final Acceptance Certificate attached hereto as **Schedule "C"** by the Developer, received by the Municipal Engineer at least sixty (60) days prior to the expiration of the Warranty period for the Local Improvements, the Municipal Engineer shall, at the expiry of the Warranty period:
 - a) issue the Final Acceptance Certificate if satisfied that the Local Improvement has been constructed and installed and maintained in accordance with this Agreement and is operational within the whole of the Development Area, or an agreed phase(s) of the Development Area, or
 - b) notify the Developer in writing of all defects or deficiencies in the Local Improvements or maintenance thereof, and, without limiting the generality of the foregoing, such notification shall be deemed to have been given through the documentation of the deficiency list as prepared by the Consulting Engineer and signed by the Municipal Engineer at or near the time of inspection, or
 - c) notify the Developer in writing of all terms, conditions and provisos required to be observed or performed by the Developer prior to the issuance of a certificate.

PROVIDED FURTHER, that if the Municipal Engineer shall fail to comply with the provisions of Paragraph 8(a), (b) or (c) of this Article within 14 days of the expiry of the Warranty period, the Local Improvements shall be deemed to have been maintained as required and the Final Acceptance Certificate issued therefore.

From and after the issuance of a Final Acceptance Certificate for a Local Improvement, Lac La Biche County shall assume full ownership and responsibility for the Local Improvement to which the Final Acceptance Certificate applies.

8. In the event that a Final Acceptance Certificate is not issued upon application because there are defects or deficiencies in the Local Improvements, the Developer shall rectify all defects and deficiencies or comply with the terms hereof, as the case may be, and thereafter shall resubmit his application for a Final Acceptance Certificate. The Warranty period upon work to rectify major defects and deficiencies shall be the same periods as set out in Paragraph 6 of this Article.
9. In the event the Developer shall default in the performance or carrying out the Warranty obligations and the Municipal Engineer determines an emergency to exist, Lac La Biche County may, without notice, to the Developer, carry out the required maintenance, at the Developer's expense.

VI. UTILITY EASEMENTS

1. Lac La Biche County shall designate right-of-ways of widths adequate to the needs of Lac La Biche County for the Local Improvement and for utility companies, for the supply of natural gas, power and telephone service and street lighting to the Development Area, and for the Drainage System.
2. Concurrently with the registration of the Plan of Subdivision and prior to the sale of any lots in the Development Area, the Developer shall grant to and register at Alberta Land Titles, in favor of Lac La Biche County and utility companies easements or grants of right-of-way as are required by Lac La Biche County for such purposes and shall register or cause to be registered such easements or grants of right-of-ways contemporaneously with the registration of the Plan of Subdivision.
3. All costs incurred by the Developer in providing, and Lac La Biche County in obtaining, all required easements and grants of right-of-ways, shall be the responsibility of the Developer.

VII. DEFAULT BY THE DEVELOPER

1. In the event that the Developer shall default in the performance or carrying out of any of the obligations and undertakings to be performed or carried out by the Developer under the terms of this Agreement, Lac La Biche County shall be at liberty to serve a notice upon the Developer describing the default and if within a period of fifteen (15) days from the date that the said notice is served or is deemed to have been served upon the Developer pursuant to this Agreement, the default described in the notice has not been rectified to Lac La Biche County's satisfaction, Lac La Biche County shall be at liberty to rectify or cure the default described in the said notice and Lac La Biche County shall be entitled from time to time to immediate payment from the Developer or from the security provided by the Developer pursuant to Article III of this Agreement of all the costs and expenses incurred by Lac La Biche County in rectifying or curing the default described in the said notice. In addition to any other right or remedy which Lac La Biche County may have in the event of a default by the Developer, Lac La Biche County shall be entitled to

immediate payment of the estimated cost as determined by the Municipal Engineer of all the said costs and expenses to be incurred by Lac La Biche County from time to time in rectifying or curing the defaults described in the said notice. Provided, however, in the event that weather or other physical conditions do not make it possible for the Developer to rectify or cure the defaults described in the said notice within the said period of fifteen (15) days, the said period of fifteen (15) days shall be extended by the number of days during which the said weather or other physical conditions exist.

2. Notwithstanding anything to the contrary herein, in the event that the Municipal Engineer in his absolute discretion considers it necessary to undertake any immediate work for the repair of any of the said Local Improvements in a situation which the Municipal Engineer considers to be an emergency, the Municipal Engineer shall be entitled to cause such work to be done at the Developers cost and expense without notification to the Developer. **Provided** that upon completion of said emergency repair work Lac La Biche County shall give notice in writing to the Developer if Lac La Biche County claims that such repair work was made necessary by reason of a default on the part of the Developer in the observance and performance of the terms, covenants, and conditions, and conditions of Article V of this Agreement, and if the Developer denies the claimed default, it shall immediately request a reference to arbitration pursuant to the provisions of Clause IX hereof.
3. Lac La Biche County may make demands as Obligee under any security provided by the Developer pursuant to the requirements of this Agreement at any time during which the developer is in default of the terms and conditions of this agreement.

VII. ARBITRATION

1. If any dispute or difference between the Parties shall arise under this Agreement, either party may give to the other notice of such dispute or difference and requiring that such dispute or difference be referred to arbitration.
2. Arbitration hereunder shall be by a reference to an independent consulting professional engineer to be selected jointly by Lac La Biche County and the Developer, and his/her decision shall be final and binding. In the event that Lac La Biche County and the Developer shall fail to agree on an arbitrator within forty-eight (48) hours of either party giving to the other party notice of a dispute or difference pursuant to Paragraph 1 of this Article, then an application shall be made to a Justice of the Court of Queen's bench of Alberta to select the arbitrator.
3. All charges, fees and expenses of the arbitrator shall be borne and paid by Lac La Biche County or the developer, or proportionately by both Lac La Biche County and the Developer, depending upon their respective responsibility as found by the arbitrator.
4. Provided that the foregoing provisions shall not authorize any reference to arbitration as to any matter or question which under this agreement is expressly or by implication required or permitted to be decided by Lac La Biche County, the Municipal Engineer, the

Lac La Biche County Council, or as to the grounds upon which, or the mode in which, any opinion may have been formed or discretion exercised by Lac La Biche County, the Municipal Engineer, or the Lac La Biche County Council.

5. Provided also that neither Party hereto shall be liable to any claim in respect of any such dispute or difference until the liability and the amount of liability in respect of same shall, if not admitted, have been referred to and determined by arbitration, the award under which shall be a condition precedent to liability of any such part or to any right of action against any such Party in respect to the claim.

IX. INDEMNITY

1. The Developer shall indemnify and save harmless Lac La Biche County from any and all losses, costs, damages, actions, causes of action, suits, claims and demands, including solicitor and client costs, resulting from anything done or omitted to be done by the Developer, its representatives, employees, contractors and subcontractors in pursuance or purported pursuance of this Agreement.
2. Without restricting the generality of Article X(1), the Developer shall take all necessary steps to remove any lien filed against Lac La Biche County property by reason of the work carried out by the Developer pursuant to this Agreement.

X. OTHER CHARGES TO BE BORNE BY THE DEVELOPER

1. "Other" costs to be paid by the Developer shall include:
 - a) **Engineering Costs**
All reasonable and justifiable charges or accounts rendered to Lac La Biche County in respect of this Agreement or its enforcement by consulting engineers that may be engaged by Lac La Biche County from the time Plans are submitted until final acceptance of all Local Improvements;
 - b) **Legal Costs**
All reasonable and justifiable legal charges or accounts rendered to the County in respect of this Agreement, or anything arising from or connected thereto, including its enforcement, by solicitors, on a solicitor and his own client basis, from the time of application for subdivision until final acceptance of all Local improvements.
 - c) **Cost of Additional Work**
Cost of additional work performed or of work repaired or redone by reason of orders and direction by the Municipal Engineer under the terms of this Agreement;
 - d) **Cost of Insurance and Security**
Cost of providing the security and insurance required to be provided by the Developer under the terms of this Agreement;

e) **Cost of Preparing Easement Documents**

Cost of preparation of an easement or utility right-of-way documents to be provided by the Developer including cost of registration of same.

2. **Interest on Overdue Payments**

Unless otherwise specified herein, the Developer shall pay interest to Lac La Biche County upon all amounts required to be paid to Lac La Biche County commencing thirty (30) days after Lac La Biche County's account is rendered. Interest shall be calculated at prime rate of interest charged by the Alberta Treasury Branch, Lac La Biche Branch, plus three percent (3%).

XI. COMPLIANCE WITH LAW

1. The Developer shall at all times comply with all legislation, regulations and municipal bylaws relating to the development of the Development Area by the Developer.
2. This Agreement does not constitute the approval of any Subdivision and is not a Development Permit or other Permit granted by Lac La Biche County.
3. Where anything provided for herein cannot lawfully be done without the approval or permission of any authority, person or board, the obligation to do it does not come into force until such approval or permission is obtained provided that the Parties will do all things necessary by way of application or otherwise in an effort to obtain such approval or permission.
4. If any provision hereof is contrary to law, the same shall be severed and the remainder of this Agreement shall be of full force and effect.

XII. LAW OF ALBERTA APPLICABLE

1. The validity and interpretation of this Agreement and of each clause and part thereof, shall be governed by the laws of the Province of Alberta.

XIII. FURTHER ASSURANCE

1. Both Parties shall execute and deliver all further documents and assurances necessary to give effect to this Agreement and to discharge the respective obligations of the Parties.
2. Any dispute arising from or related to this Agreement which is submitted to a Court of Law, shall be submitted to the Courts of the Province of Alberta.

XIV. WAIVER

1. A Waiver by either Party hereto of the strict performance by the other of any covenant or provision of this Agreement shall not of itself constitute a waiver of any subsequent

breach of such covenant or provision of any other covenant or provision of this Agreement, provided that any waiver by Lac La Biche County shall be in writing and first approved by Lac La Biche County Council.

XV. NOTICES

1. Any notice to be given to the Developer hereunder shall be addressed to the said Developer at the address shown on Page 1 of this agreement.
2. Any notice to be given to Lac La Biche County hereunder may be delivered to the Lac La Biche County Administration Office, Range Road 135 and Secondary Highway 881 (Box 1679), Lac La Biche, Alberta, T0A 2C0.
3. Either Party may by notice in writing change its address for notices hereunder.

XVI. NON-ASSIGNABILITY OF AGREEMENT

1. This Agreement shall not be assignable by the Developer, without the written approval of Lac La Biche County which will not be unreasonably withheld provided and notwithstanding the generality of the foregoing, the Developer shall not assign this Agreement unless the proposed Assignee shall first meet the requirements of Lac La Biche County in respect to the provision of security for the due performance of the Agreement.

IN WITNESS WHEREOF the Parties hereto have caused their corporate seals to be hereunto affixed by its proper signing officers this _____ day of _____, 2013 A.D.

Per: _____

LAC LA BICHE COUNTY

Per: _____

SCHEDULE "A"
SUBJECT LANDS

Legal Description

Template

SCHEDULE "A-1"
SUBJECT LANDS

Map

Template



SCHEDULE "B"
REQUEST FOR CONSTRUCTION COMPLETION CERTIFICATE

DATE: _____

FILE NO: _____

TO: LAC LA BICHE COUNTY

RE: _____

I/We, the Developer(s), hereby request a Completion Certificate for the construction and installation of the following Local Improvements in the above-described subdivision:

(i.e. municipal water/sewer)

Yours truly,

DEVELOPER

Developer's Consulting Engineer,
hereby certify that the construction and installation of the above-noted Local Improvements have now been completed and respectfully request that a Construction Completion Certificate be issued accordingly.

DEVELOPER'S ENGINEER (seal)



SCHEDULE "C"
REQUEST FOR FINAL ACCEPTANCE CERTIFICATE

DATE: _____

FILE NO: _____

TO: LAC LA BICHE COUNTY

Re: _____

I/We, the Developer(s), hereby request a Final Acceptance Certificate for the construction and installation of the following Local Improvements in the above-described subdivision:

Construction Completion Certificate Issued on _____

(i.e. municipal water/sewer)

Yours truly,

DEVELOPER

SCHEDULE “D”
LOCAL IMPROVEMENTS

INTERNAL

- a. The construction of internal subdivision road, cul-de-sacs and approaches to each parcel, complete with asphalt surfacing, as per the General Municipal Servicing Standards, and all amendments thereto.
- b. The subdivision Name and roads shall be named as follows:

SUBDIVISION NAME:

ROAD NAMES:

- c. All road shoulders, ditches and backslopes shall be topsoiled, landscaped and seeded to grass coverage acceptable to the Municipal Engineer.
- d. Open areas shall be graded, topsoiled, landscaped and seeded down to a grass coverage, including the road ditches, acceptable to the Assistant General Manager.
- e. All corner legal posts to be marked with marker posts.
- f. Municipal emergency response number signs are to be posted at each parcel entrance in accordance with the rural addressing numbering system as per the Municipal Address Bylaw 06-023 as amended from time to time.
- g. Internal traffic control signage as required by the Municipal Engineer.
- h. The posting of signage for identification of Environmental Reserves and Municipal/Reserves adjacent to each new lot being created, marking the various reserve land boundaries from the lot lines, to the satisfaction of Lac La Biche County and in accordance with Policy PS-023 as amended from time to time
- i. Construction and installation of a Subdivision Sign containing the subdivision name, municipal address, pictorial directory covering all lots, internal road(s) with their given names, and internal municipal addresses as per the Municipal Address Bylaw 06-023 as amended from time to time, to be posted at the entrance to the subdivision, to the satisfaction of Lac La Biche County.
- j. The necessary storm water management improvements to meet the requirements of an approved storm water management and drainage plan, and necessary easements, required by the Municipal Engineer.
- k. Sanitary sewer collection system complete with connection to the Lac La Biche County System, service connections to each lot, and any over-sizing required by the Municipal Engineer.
- l. Water distribution system with fire hydrants and service connections to each lot designed and sized to accommodate in-house sprinkler systems within each dwelling along with any over-sizing required by the Municipal Engineer.

EXTERNAL:

- 1. Any and all work required by the Subdivision Approval or the Plans and Specifications and located outside of those lands described on Schedule “A” of this Agreement.

SCHEDULE "E"
UTILITIES

1. Provision of electric power service to each parcel.
2. Provision of natural gas service to each parcel.
3. Provision of telephone service to each parcel.
4. Installation of street lights.

Template

DEVELOPMENT AGREEMENT

Effective ____ day of _____ A.D. 2013.

BETWEEN:

LAC LA BICHE COUNTY, a Municipal Corporation
Of Box 1679, Lac La Biche, Alberta T0A 2C0
(Hereinafter called “Lac La Biche County”) OF THE FIRST PART

- and -

Of Box _____,
(Hereinafter called “The Developer”) OF THE SECOND PART

WHEREAS the Developer is the owner and desires to subdivide and develop a portion of land located within the boundaries of Lac La Biche County and legally described as (Legal Land Location).

AND WHEREAS Lac La Biche County and the Developer wish to enter into an Agreement regarding the subdivision of the said lands.

THE PARTIES to this Agreement, in consideration of the promises and of the mutual terms, covenants and conditions to be observed and performed by each party, agree as follows:

1. The Developer agrees that the subdivision of the Lands is subject to the terms and conditions of this Agreement. The “Lands” shall mean the lands delineated and outlined by a **solid heavy line on Schedule “A” attached hereto.**
2. The Developer, at no direct or out-of-pocket expense to Lac La Biche County, shall cause a plan of the Subdivision to be prepared and approved by all the necessary governmental authorities and registered at the Land Titles Office for the North Alberta Land Registration District.
3. Notwithstanding the provisions contained in Paragraph 2, the Developer undertakes, warrants and agrees that the Developer shall not register the plan of the Subdivision at the Land Titles Office for the North Alberta Land Registration District nor shall Lac La Biche County be required to provide Lac La Biche County’s consent to the registration of the plan of the Subdivision at the said Land Titles Office until such time as all of the following conditions shall have been satisfied:
 - a. The Developer shall ensure that legal and physical access is provided to the parcel(s) being created and to the remnant parcel to the standards and specifications of Lac La Biche County, as per attached **Schedule “B”**.

- b. ******(Insert conditions from approval letter).
 - c. Municipal emergency response number signs are to be posted at each parcel entrance in accordance with the rural addressing numbering system as per the Municipal Address Bylaw 06-023 as amended from time to time and to the satisfaction of Lac La Biche County, as per **Schedule “C”**.
 - d. All other conditions of the Subdivision Approval are met.
4. The Developer shall indemnify and hold harmless Lac La Biche County from any and all losses, costs, damages, actions, causes or action, suits, claims, demands, resulting from anything done or omitted to be done by the Developer in pursuance or purported pursuance of this Agreement.
 5. All covenants, undertakings and obligations set out in this Agreement shall constitute covenants running with all lands within the development and Lac La Biche County may register a caveat against all lands within the development to protect and enforce Lac La Biche County’s right under this Agreement. Lac La Biche County may grant a postponement of the caveat as to any of the land in the development. Lac La Biche County will discharge the caveat promptly upon acceptance of the various matters required to be performed by the Developer under this Agreement.
 6. Any notices required by one party to be given to the other shall be given at the following address:

Name and address of developer

And

Lac La Biche County
 Box 1679
 Lac La Biche, AB T0A 2C0

IN WITNESS WHEREOF the Parties hereto have caused their signatures to be hereunto affixed the day and year first above written.

WITNESS

NAME

LAC LA BICHE COUNTY

CHIEF ADMINISTRATIVE OFFICER

AFFIDAVIT OF EXECUTION

CANADA) I, _____,
PROVINCE OF ALBERTA) of the Hamlet of Lac La Biche,
TO WIT:) in the Province of Alberta,
) MAKE OATH AND SAY:

1. THAT I was personally present and did see **NAMES**, named in the within instrument, on the basis of the identification provided to me, duly sign and execute the same for the purpose named therein;
2. THAT the instrument was executed at the Hamlet of Lac La Biche, Alberta and that I am the subscribing witness thereto;
3. THAT I believe **NAMES**, whose signature(s) I witnessed, is/are at least eighteen (18) years of age.

Sworn before me at the Hamlet of Lac La)
Biche,)
in the Province of Alberta)
this ____ day of _____, 2013)
)
)
_____)
A Commissioner for Oaths in and for the)
Province of Alberta)

LAC LA BICHE COUNTY POLICY

TITLE: DEVELOPMENT AGREEMENT	POLICY NO: PI-61-003
RESOLUTION: 11.382	EFFECTIVE DATE: JANUARY 12, 2010
LEAD ROLE: MANAGER, PLANNING & DEVELOPMENT	NEXT REVIEW DATE: DECEMBER 31, 2013
SPECIAL NOTES/CROSS REFERENCE: CM-61-002	AMENDMENT DATE: JUNE 28, 2011

POLICY STATEMENT:

Lac La Biche County believes the use of development agreements can lead to orderly and sustainable development that is fair to the County and the development community. The implementation of a development agreement policy will provide clear direction for County staff and developers relating to the servicing of new development and subdivisions within the County.

PROCEDURE:

1. As a condition of development permit or subdivision approval, the developer may be required to enter into a development agreement with the County.
2. For the purposes of this policy, “residential”, “commercial” and “industrial” refers to all residential, commercial and industrial districts within Lac La Biche County’s Land Use By-Law
3. Two forms of development agreements are in place and address the specifics for each development permit and proposed subdivision. This agreement may apply as follows:
 - i. Long Form Development Agreement. As part of a development permit condition, the developer may be required to install municipal improvements to the development or prior to endorsing the plan of subdivision, the developer shall be required to install all municipal improvements to each lot to the standards and specifications of Lac La Biche County. The areas in which the long form may be required are:
 - a) Multi-Lot Residential subdivisions;
 - b) Multi-lot Commercial/Industrial subdivisions;
 - c) Development that require municipal improvements to be installed.
 - ii. Short form Development Agreement. This agreement may apply as follows.
 - a) Agricultural subdivisions;

- b) Single lot/double lot residential subdivisions;
 - c) Single lot/double lot commercial/industrial subdivisions; and
 - d) Development permits deemed necessary to implement the long form.
4. The manager, Planning and Development shall be responsible to create both the long and short form of the development agreement and shall ensure that each form complies with the spirit and intent of this policy.
 5. Administration has the signing authority to negotiate and administer the policy and the standard agreements for all short form development agreements.
 6. Unless stipulated by condition that the project normally covered by the Long Form agreement need not be heard by Council, administration shall have the ability to negotiate the terms of the Long Form Agreement and present them to Council. The Council may, or may not agree to hear the developer speak should they not agree with the terms of the development agreement.
 7. Administration will review this policy annually to ensure that it remains effective and addresses development agreement issues in a proactive, fair and consistent manner.

"Original Signed"
Chief Administrative Officer

August 4, 2011
Date

"Original Signed"
Mayor

August 15, 2011
Date

SCHEDULE 'A'

DEVELOPMENT AGREEMENT

Made this _____ day of _____, A.D. 20__.

BETWEEN:

LAC LA BICHE COUNTY,
a Municipal Corporation,
of Box 1679, Lac La Biche, AB T0A 2C0
(hereinafter called "Lac La Biche County")

OF THE FIRST PART

- and -

(hereinafter called "The Developers")

OF THE SECOND PART

WHEREAS the Developer is or is entitled to become owner of the lands (the "Lands") and proposes to commence the development of a subdivision (**File #**____) (the "Subdivision"), on that portion of the Lands which are legally described on **Schedule "A"** and shown on **Schedule "A-1"** attached (hereinafter referred to as the ("Development Area"); and

WHEREAS the parties hereto agree that the Developer shall construct and install the Local Improvements and Utilities described and specified on **Schedule "D"** and **Schedule "E"** hereto to service the Lands at the Developer's sole cost and expense; and

WHEREAS upon the satisfactory completion of the work and expiry of the Warranty Period, the Local Improvements shall become the property of Lac La Biche County, and

WHEREAS the Parties now wish to enter into an Agreement to provide for the construction and installation of Local Improvements and Utilities as hereinafter defined to service the Lands at the Developer's sole cost and expense on the terms and conditions hereinafter set-forth; and

NOW THEREFORE in consideration of the premises and of the mutual terms, covenants and conditions to be observed and performed by each of the parties hereto, Lac La Biche County agrees with the Developer and the Developer agrees with Lac La Biche County as follows:

I. INTERPRETATION

1. **"County Manager"** shall mean the Chief Administrative Officer, or designate, of Lac La Biche County.
2. **"Consulting Engineer"** shall mean the consulting professional engineer or engineers retained by the Developer.
3. **"Council"** shall mean the Lac La Biche County Council as constituted from time to time;

"Construction Completion Certificate" shall mean a certificate issued pursuant to Article V (2) of this Agreement and shall be in the form attached as **Schedule "B"** to this Agreement;

4. **"Development Area"** shall mean the lands described in **Schedule "A"** and shown in **"Schedule "A-1"** attached hereto.
5. **"External Local Improvements"** shall mean all of the Local Improvements or the portions thereof to be constructed by the Developer outside of the Subdivision as described on **Schedule "D"** hereto;
6. **"Final Acceptance Certificate"** shall mean a certificate issued pursuant to Article V (8) of this Agreement and shall be in the form attached as **Schedule "C"** of this Agreement;
7. **"General Design Standards"** shall mean the General Design Standards, as amended from time to time, and are approved by the Municipal Engineer for the construction and installation of the Local Improvements;
8. **"Internal Local Improvements"** shall mean all of the Local Improvements or the portions thereof to be constructed by the Developer within the Subdivision which is described and specified on **Schedule "D"** hereto;
9. **"Local Improvements"** shall mean all the Internal Local Improvements and the External Local Improvements, together with all necessary appurtenances, which are described and specified in **Schedule "D"** attached hereto;
10. **"Maintenance"** shall mean the Developer shall only be responsible for defects and deficiencies in materials or workmanship and any failure of the Local Improvements to comply with the General Municipal Servicing Standards and the Plans and Specifications. Lac La Biche County shall provide the subdivision with such municipal services during the Warranty Period for the Internal Local Improvements and the External Local Improvements as are normally available to the other residents of Lac La Biche County.
11. **"Municipal Engineer"** shall mean the professional engineer or engineers employed or retained by Lac La Biche County.
12. **"Plans and Specifications"** shall mean plans, specifications, material lists and performance criteria for the Local Improvements approved by the Municipal Engineer covering the design, construction and installation of the Local Improvements;
13. **"Warranty Period"** shall mean the following:
 - i) for the *Internal Local Improvements* that period commencing on the date of issuance of a Construction Completion Certificate for the Internal Local Improvements and ending on the date of the issuance by Lac La Biche County of Final Acceptance Certificate for the Internal Local Improvements, and,
 - ii) for the *External Local Improvements* that period commencing on the date of issuance of a Construction Completion Certificate for the External Local Improvements and ending on the date of issuance by Lac La Biche County of a Final Acceptance Certificate for the External Local Improvements.
14. **"Utilities"** shall mean those utilities together with all necessary appurtenances, which are described in **Schedule "E"** attached hereto.

II. COVENANTS OF THE DEVELOPER

1. The Developer, at no direct or out-of-pocket expense to Lac La Biche County, shall cause a plan of the Subdivision to be prepared and approved by all the necessary governmental authorities and registered at the Land Titles Office for the North Alberta Land Registration District.

2. Notwithstanding the provisions contained in Paragraph 1 of this Article, the Developer undertakes, warrants and agrees that the Developer shall not register the plan of the Subdivision at the Land Titles Office for the North Alberta Land Registration District nor shall Lac La Biche County be required to provide Lac La Biche County's consent to the registration of the plan of the Subdivision at the said Land Titles Office until such time as all of the following conditions shall have been satisfied:
 - (a) The Developer shall have completed the construction and installation of the Internal Local Improvements and a Completion Certificate shall have been issued by Lac La Biche County for the Internal Local Improvements;
 - (b) The Developer shall have completed the construction and installation of the External Local Improvements and a Completion Certificate shall have been issued by Lac La Biche County for the External Local Improvements.
 - (c) The Developer shall have complied with the provisions of Paragraph 6 of this Article;
 - (d) The Developer shall have paid to Lac La Biche County all sums owing to Lac La Biche County pursuant to this Agreement, including, without restricting the generality of the foregoing, those sums owing pursuant to Paragraph 3 of this Article.
 - (e) The Developer shall have complied with all of the provisions of Article III of this Agreement.
 - (f) All conditions of the subdivision approval for the Lands are satisfied;
 - (g) The Developer provides satisfactory evidence of suitable arrangements for installation of the Utilities.
3. Prior to Lac La Biche County endorsing the registration document for the Subdivision, the Developer shall pay to Lac La Biche County the following amounts:
 - (a) A subdivision endorsement fee of ONE HUNDRED AND FIFTY (\$150.00) DOLLARS for each parcel, exclusive of reserves, contained within the Subdivision; and
 - (b) All applicable offsite levies.
4. The Developer shall submit the Plans and Specifications to the Municipal Engineer in such form and in such detail as shall be required by the Municipal Engineer. The Developer undertakes, warrants and agrees that the Developer shall not commence construction of any of the Local Improvements until such time as :
 - (a) all of the Plans and Specifications shall have been approved in writing by the Municipal Engineer'
 - (b) such securities may be required for construction, connection or installation of External Local Improvements as required by the Plans and Specifications; and
 - (c) evidence satisfactory to the County that the insurance required under this Agreement, including Worker's Compensation Act coverage, is in place.
5. Within a period of two (2) years following the date of this Agreement the Developer shall complete the construction and installation of the Local Improvements at the Developer's sole cost and expense, in a good and workmanlike manner, in strict conformity with this agreement, with the Plans and Specifications and the General Design

Standards and proper and accepted engineering practices, and in accordance with any requirements of law applicable to the work.

6. Prior to the date of issuance by Lac La Biche County of any Completion Certificate for the Local Improvements, the Developer shall provide Lac La Biche County with such evidence and assurances, as Lac La Biche County shall require that arrangements satisfactory to Lac La Biche County have been made for the construction and installation of the Local Improvements Utilities required pursuant to **Schedule "E"** hereto.
7. The Developer shall cause all work to be conducted diligently, with reasonable dispatch, in a workmanlike manner, according to the requirements and specifications of the Municipal Engineer and as to not cause more inconvenience to the other residents of Lac La Biche County than is necessary in the circumstances.
8. The Developer, its servants, agents and contractors shall do as little damage as possible in the construction of the Local Improvements and shall cause as little obstruction as possible to the movement of traffic and other works within Lac La Biche County during the progress of the work, and at all times shall restore the streets, highways, avenues, lanes, public areas and privately owned lands and improvements to a state of repair as nearly as possible equal to their state of repair existing at the commencement of construction, and shall be responsible for any maintenance to the Local Improvements during the construction of the Local Improvements and until a Completion Certificate is issued for the Local Improvements.
9. The Developer, if requested to do so by Lac La Biche County, shall assure and transfer each of the Local Improvements to Lac La Biche County without any cost or expense to Lac La Biche County upon the issuance by the Municipal Engineer of a Final Acceptance Certificate for the Internal Local Improvements and the External Local Improvements.
10. The Developer shall protect and indemnify Lac La Biche County against any damage or expense caused or incurred by the Developer, its agents, servants, or contractors as a result of the performance by the Developer of any work or undertaking to be performed or carried out by the Developer pursuant to this Agreement.
11. During the construction of the Local Improvements and during the Warranty Period, any Local Improvement which by virtue of this Agreement is constructed or is subject to the direction, management and control of the Developer, including a crossing, culvert, approach, grade, or other work made or done therein or thereon by the Developer or by a person with the permission of the Developer and which is within the limits of Lac La Biche County, shall be kept in a reasonable state of repair by the Developer and in default of the Developer keeping the same in repair, the Developer shall be liable for all damages sustained by Lac La Biche County and by any person or corporation by reason of such default and the Developer shall indemnify and save harmless Lac La Biche County against any claim for damages, expenses or costs arising there from and for which Lac La Biche County is held liable.
12. The Developer shall take all proper steps to ensure that the Local Improvements conform to all applicable bylaws, regulations, or standards promulgated pursuant to the provisions of any statute, bylaw or regulation.
13. Without restricting the generality of Article X(1) herein, the Developer shall provide and continuously maintain in a form satisfactory to Lac La Biche County, comprehensive general public liability and property damage insurance applicable to all activities of the Developer in connection with this Agreement, including but not limited to, coverage for use of owned or non-owned vehicles, completed operations and blanket contractual liability. This protection shall include, but not be limited to the Developer's contingent liability with respect to the activities of anyone, including contractors or sub-contractors, or anything done or omitted to be done, pursuant to this Agreement. The Developer shall have Lac La Biche County added to such insurance coverage as an additional insured, but not as a named insured, for all liabilities arising from anything done or omitted to be done by the Developer in connection with this Agreement. The minimum amount of coverage shall be TWO MILLION (\$2,000,000.00) DOLLARS per

occurrence for bodily injury, death and damage to property, including loss of use thereof. The required insurance coverage may only be terminated after issuance of the Final Acceptance Certificate.

14. The Developer shall at all times ensure that any work to be performed or carried out by the Developer pursuant to this Agreement is properly marked with such warning signs and devices as shall be necessary to alert the public that the said work is taking place. The Developer, if requested by Lac La Biche County or the Municipal Engineer, shall supply and put up such additional warning signs and devices as Lac La Biche County or the Municipal Engineer shall deem necessary.
15. The Developer hereby grants and conveys unto Lac La Biche County, its servants, employees, contractors and agents the right, license, liberty, privilege and easement to enter upon the Lands from time to time for the purpose of carrying out such inspections of the works to be constructed by the Developer on the Lands pursuant to this Agreement as Lac La Biche County shall deem necessary and for the purpose of enforcing compliance by the Developer with the terms and conditions of this Agreement.
16. The Developer shall, no later than six months prior to the expiration of the Warranty period for each Local Improvement, provide to Lac La Biche County "as constructed" record drawings, in hardcopy (as well as in digitised **auto-cad format and georeferenced to UTM Zone 12, NAD 83**) of each improvement. Further, said "as constructed" record drawings, are a condition precedent to the issuance of the relevant Final Acceptance Certificate.
17. Prior to the issuance by Lac La Biche County of a Final Acceptance Certificate for the Local Improvements, the Developer shall have repaired and restored all damage caused by any third party in constructing and installing the Utilities for the Subdivision. Without restricting the generality of the foregoing, the Developer shall restore all open areas, ditches, public roadways and other public areas as nearly as possible to the condition in which they were in immediately prior to the construction and installation of the Utilities.

III. SECURITY

1. Prior to the issuance of the Construction Completion Certificate, and Lac La Biche County providing consent to register the Subdivision Plan, the Developer shall supply Lac La Biche County with security in one of the following forms in an amount equal to Ten (10%) percent of the actual cost of the Local Improvements for residential subdivisions or Fifteen (15%) percent of the actual cost of the Local Improvements for all other types of subdivisions. The actual cost of the Local Improvements shall be determined by the Municipal Engineer based upon actual cost information provided by the Consulting Engineers plus the Engineer's reasonable estimate of inflationary factors. The security is to ensure to Lac La Biche County full compliance by the Developer with the terms, covenants and conditions of this Agreement respecting the construction, installation and the warranty of said Local Improvements. The determination of the amount of security by the Municipal Engineer shall be final and binding on the Developer.
2. The forms of acceptable security are:
 - a) Cash; or
 - b) An Irrevocable and unconditional Letter of Credit in a form and wording acceptable to Lac La Biche County. The letter(s) of credit shall contain the following terms and provisions:
 - A statement that the said irrevocable and unconditional letter (s) of credit is issued in favor of Lac La Biche County in consideration of Lac La Biche County entering into this Agreement with the named

customers of the issuing bank;

- An acknowledgement by the issuing bank that it has full knowledge of the terms, covenants and conditions of this Agreement;
 - An acknowledgement by the issuing bank that it has full knowledge that the issuing of the said irrevocable and unconditional letter(s) of credit was and is a condition precedent to the execution of this Agreement by Lac La Biche County.
 - An acknowledgement by the issuing bank that Lac La Biche County shall be entitled to draw on the irrevocable and unconditional letter of credit in accordance with the provision of this Agreement and an undertaking by the issuing bank to promptly honor and pay draws made by Lac La Biche County.
 - The terms of the letter of credit shall include an automatic renewal clause with a thirty (30) day notice by the issuing bank for the termination of the letter of credit.
3. The said security as above referred to shall be maintained in full force and effect during the period prior to the issuance of a Final Acceptance Certificate and evidence of renewal thereof shall be produced to the Municipal Engineer.
 4. The Developer shall, upon the issuance by Lac La Biche County of a Final Acceptance Certificate for all of the Local Improvements and the compliance by the Developer with all of the terms and conditions contained in this Agreement to be performed or carried out by the Developer, be at liberty to cancel the security provided by the Developer to Lac La Biche County pursuant to this Article as long as there shall not be any claim or claims outstanding by Lac La Biche County against the said security.
 5. In addition to any other remedy Lac La Biche County may have available, Lac La Biche County may draw upon the cash or letter of credit provided to it by the Developer at any time during which the Developer is in default of the terms and conditions of this Agreement, for the purpose of completing the work to be performed by the Developer pursuant to this Agreement, maintaining such work as the Developer is required to maintain pursuant to this Agreement, collecting payment of any amount which the Developer is obligated to pay to Lac La Biche County pursuant to this Agreement or otherwise fulfilling the Developer's obligations pursuant to this Agreement.

IV. CONSTRUCTION AND INSTALLATION OF LOCAL IMPROVEMENTS

1. The Developer shall within a period of twenty four (24) months from the date of this Agreement construct and install the Local Improvements, to service the Lands at its own cost and expense, in a good and workmanlike manner, in strict conformance with this Agreement, the Plans, the General Design Standards and all applicable proper and accepted engineering practices, and in accordance with any requirements of law applicable to the work.
2. At all times during the performance of the work:
 - a) The Municipal Engineer shall have free and immediate access to all records of or available to the Developer relating to the performance of the work including, but without limiting the generality of the foregoing, all design, inspection, material testing and "as constructed" records.

b) The Municipal Engineer may:

- i) exercise such supervision of the performance of the work as they may deem necessary and advisable to ensure to Lac La Biche County the full and proper compliance by the Developer with the Developer's undertakings to Lac La Biche County, and to ensure the proper performance of the work.
- ii) reject any unsatisfactory design, material or work,
- iii) order that any unsatisfactory work be re-executed at the Developer's cost,
- iv) order the re-execution of any unsatisfactory design and the replacement of any unsatisfactory material, at the Developer's cost,
- v) order the Developer to bring on the job and use additional labour, machinery and equipment, at the Developer's cost, as Lac La Biche County may deem necessary to the proper performance of the work,
- vi) order that the performance of the work or part thereof be stopped until his said orders can be obeyed,
- vii) order the testing of any materials to be incorporated in the work,

and the Developer shall comply with the said orders and requirements of the Municipal Engineer.

- 3. Upon completion of the work, the Consulting Engineers shall submit to the Municipal Engineer a statement under their professional seal certifying that the Consulting Engineers have provided on site engineering services during the course of the work and are satisfied that the work is in accordance with the approved Plans.
- 4. The Developer shall be responsible at the Developer's sole cost and expense for the connection of Local Improvements within the Subdivision Area to Lac La Biche County's existing infrastructure.
- 5. The Developer shall install power service, whether it underground or overhead, and street lighting and the Developer shall endeavor to have the poles and guide wires located within the lots instead of the dedicated roadway. It is understood, however, that this stipulation is subject to the design requirements of the utility company. Lighting with underground power shall include wiring, concrete pedestals, light standards and light fixtures. Lighting with overhead power shall include wiring and light fixtures attached to overhead power poles.
- 6. The Developer shall comply with all requirements of the Worker's Compensation Act, RSA 2000 c. W-15, as amended from time to time.
- 7. Notwithstanding any approval of the Municipal Engineer, the Developer has the sole responsibility for and remains responsible for the design, construction and maintenance of the Local Improvements in accordance with the provisions of this Agreement, and for the purposes of the Occupational Health and Safety Act, RSA 2000, c. O-2, the prime contractor of the Lands and all work contemplated hereby.

V. CONSTRUCTION COMPLETION CERTIFICATES, WARRANTY AND FINAL ACCEPTANCE CERTIFICATES

- 1. A Construction Completion Certificate shall be required by the Developer from Lac La Biche County for each Local Improvement or group of Local Improvements to be constructed and installed by the Developer, as referred to in **Schedule "D"**.

2. The Developer, upon the completion of each improvement or group of Local Improvements shall make application for a Construction Completion Certificate as attached hereto as **Schedule "B"** to the Municipal Engineer for the issuance of a Construction Completion Certificate. No such application will be considered by the Engineer unless:
- a. it is requested in respect of all of the Development Area, or
 - b. it is requested in respect of one or more stages approved in advance by the Municipal Engineer, and
 - c. it is accompanied by a certificate from the Consulting Engineers certifying that the Local Improvements are constructed in accordance with and in compliance with this Agreement.

Furthermore, provided these conditions are met, the Municipal Engineer, subject to the performance of all conditions, terms and provisions herein contained to be observed and performed by the Developer at the date of making such application, shall, within thirty (30) days:

- a. approve a Construction Completion Certificate if satisfied upon inspection that the Local Improvements have been constructed and installed in accordance with this Agreement and are operational within the whole of the Development Area, or an agreed stage or stages of the Development Area, or
- b. notify the Developer in writing of all defects or deficiencies in construction of the Local Improvements, and without limiting the generality of the foregoing, such notification shall be deemed to have been given through the documentation of the deficiency list as prepared by the Consulting Engineer and signed by the Municipal Engineer at or near the time of inspection, or
- c. notify the Developer in writing of all terms, conditions and provisions required to be observed or performed by the Developer prior to the issuance of a certificate.

Provided further, that if the Municipal Engineer shall fail to comply with provisions 2(a), (b) or (c) of this Article, the Local Improvements shall be deemed to have been completed in accordance with the Plans and to be operational, and the Warranty period shall commence upon the expiration of the thirty (30) day period. Notwithstanding anything herein contained, if adverse conditions prevent the Municipal Engineer from completing an inspection of the Local Improvements within 30 days of application for a Construction Completion Certificate, the Municipal Engineer shall notify the Developer that the inspection is so delayed, and Lac La Biche County shall, as soon as conveniently possible, complete the inspection and, if satisfied upon carrying out the inspection that the Local Improvements had been constructed in accordance with the terms hereof, the Certificate shall be predated to the date of application therefore.

3. Where minor defects exist within the Local Improvements which, in the opinion of the Municipal Engineer, do not impair the operation of the Local Improvements, and which, due to conditions beyond the control of the Developer, cannot be rectified immediately, the Developer may make application for a Construction Completion Certificate in accordance with Article V, Clause 2 above, and the provisions thereof shall apply, providing that the Developer:
- a) submits a detailed list of all such defects, and
 - b) submits an undertaking in writing to rectify all such defects within six months of the date of such application.
4. If the Local Improvements do not comply with the plans, or are not operational, or the Developer has failed to comply with any terms hereof, the Developer shall correct all the defects and deficiencies in the Local

Improvements or comply with the terms hereof, as the case may be, and shall resubmit his application for a Construction Completion Certificate in accordance with Article V, Clause 2 above.

5. For the purposes of this Article, water and sewer systems, including drainage systems, shall not be deemed to be operational unless they are free of all obstructions and foreign material including, without restricting the generality of the foregoing, rocks, silt and gravel, and any water system has been inspected and sterilised to the satisfaction of the Municipal Engineer.

6. During the Warranty Period, the Developer shall maintain all Local Improvements constructed pursuant to this Agreement to the standard to which they were constructed, reasonable wear and tear excepted, for the period commencing upon the issuance of a Construction Completion Certificate and continuing for the periods specified below for each Local Improvement; namely:

a) Roads and Approaches – Complete Gravel Surfacing 2 years
The Warranty Period shall not commence until a Construction Completion Certificate is issued for the complete gravel surfacing. The road system and all approaches shall be maintained by the Developer with 3/4" crushed gravel at a rate of four hundred (400) yards per mile until such time as the asphalt finish grade is required.

b) Roads and Approaches – Asphalt Finished Surface 2 years
The Developer shall, within one (1) year of the issuance of the Construction Completion Certificate for the complete gravel surfacing, place the asphalt finish grade, on the internal road system and approaches to each lot. Once the Construction Completion Certificate is issued for the asphalt finished surface the Developer shall warranty the work for a period of one (1) year, or

Should the Developer choose to place the asphalt finished surface within the same year as the road is constructed, a two (2) year warranty shall be required,

c) Municipal Water Distribution System 1 year
From issuance of Construction Completion Certificate

d) Municipal Sewer Collection System 1 year
From the issuance of the Construction Completion Certificate

e) Drainage System 1 year
From issuance of Construction Completion Certificate

During the Warranty Period the Developer shall only be responsible for defects and deficiencies in materials or workmanship and any failure of the Local Improvements to comply with the General Municipal Servicing Standards and the Plans and Specifications. Lac La Biche County shall provide the subdivision with such municipal services during the Warranty Period for the Internal Local Improvements and the External Local Improvements as are normally available to the other residents of Lac La Biche County.

7. Upon application for a Final Acceptance Certificate attached hereto as **Schedule "C"** by the Developer, received by the Municipal Engineer at least sixty (60) days prior to the expiration of the Warranty period for the Local Improvements, the Municipal Engineer shall, at the expiry of the Warranty period:

a) issue the Final Acceptance Certificate if satisfied that the Local Improvement has been constructed and installed and maintained in accordance with this Agreement and is operational within the whole of the Development Area, or an agreed phase(s) of the Development Area, or

- b) notify the Developer in writing of all defects or deficiencies in the Local Improvements or maintenance thereof, and, without limiting the generality of the foregoing, such notification shall be deemed to have been given through the documentation of the deficiency list as prepared by the Consulting Engineer and signed by the Municipal Engineer at or near the time of inspection, or
- c) notify the Developer in writing of all terms, conditions and provisos required to be observed or performed by the Developer prior to the issuance of a certificate.

PROVIDED FURTHER, that if the Municipal Engineer shall fail to comply with the provisions of Paragraph 8(a), (b) or (c) of this Article within 14 days of the expiry of the Warranty period, the Local Improvements shall be deemed to have been maintained as required and the Final Acceptance Certificate issued therefore.

From and after the issuance of a Final Acceptance Certificate for a Local Improvement, Lac La Biche County shall assume full ownership and responsibility for the Local Improvement to which the Final Acceptance Certificate applies.

- 8. In the event that a Final Acceptance Certificate is not issued upon application because there are defects or deficiencies in the Local Improvements, the Developer shall rectify all defects and deficiencies or comply with the terms hereof, as the case may be, and thereafter shall resubmit his application for a Final Acceptance Certificate. The Warranty period upon work to rectify major defects and deficiencies shall be the same periods as set out in Paragraph 6 of this Article.
- 9. In the event the Developer shall default in the performance or carrying out the Warranty obligations and the Municipal Engineer determines an emergency to exist, Lac La Biche County may, without notice, to the Developer, carry out the required maintenance, at the Developer's expense.

VI. UTILITY EASEMENTS

- 1. Lac La Biche County shall designate right-of-ways of widths adequate to the needs of Lac La Biche County for the Local Improvement and for utility companies, for the supply of natural gas, power and telephone service and street lighting to the Development Area, and for the Drainage System.
- 2. Concurrently with the registration of the Plan of Subdivision and prior to the sale of any lots in the Development Area, the Developer shall grant to and register at Alberta Land Titles, in favor of Lac La Biche County and utility companies easements or grants of right-of-way as are required by Lac La Biche County for such purposes and shall register or cause to be registered such easements or grants of right-of-ways contemporaneously with the registration of the Plan of Subdivision.
- 3. All costs incurred by the Developer in providing, and Lac La Biche County in obtaining, all required easements and grants of right-of-ways, shall be the responsibility of the Developer.

VII. MUNICIPAL SERVICES

- 1. The Developer shall at all times after any premises are occupied as dwellings within the Development Area and prior to the issue of a Final Acceptance Certificate by Lac La Biche County of the Local Improvements in the portion of the Development Area in which such premises are located, provide and continuously maintain access up to the property line of such occupied premises.

VIII. DEFAULT BY THE DEVELOPER

1. In the event that the Developer shall default in the performance or carrying out of any of the obligations and undertakings to be performed or carried out by the Developer under the terms of this Agreement, Lac La Biche County shall be at liberty to serve a notice upon the Developer describing the default and if within a period of fifteen (15) days from the date that the said notice is served or is deemed to have been served upon the Developer pursuant to this Agreement, the default described in the notice has not been rectified to Lac La Biche County's satisfaction, Lac La Biche County shall be at liberty to rectify or cure the default described in the said notice and Lac La Biche County shall be entitled from time to time to immediate payment from the Developer or from the security provided by the Developer pursuant to Article III of this Agreement of all the costs and expenses incurred by Lac La Biche County in rectifying or curing the default described in the said notice. In addition to any other right or remedy which Lac La Biche County may have in the event of a default by the Developer, Lac La Biche County shall be entitled to immediate payment of the estimated cost as determined by the Municipal Engineer of all the said costs and expenses to be incurred by Lac La Biche County from time to time in rectifying or curing the defaults described in the said notice. Provided, however, in the event that weather or other physical conditions do not make it possible for the Developer to rectify or cure the defaults described in the said notice within the said period of fifteen (15) days, the said period of fifteen (15) days shall be extended by the number of days during which the said weather or other physical conditions exist.
2. Notwithstanding anything to the contrary herein, in the event that the Municipal Engineer in his absolute discretion considers it necessary to undertake any immediate work for the repair of any of the said Local Improvements in a situation which the Municipal Engineer considers to be an emergency, the Municipal Engineer shall be entitled to cause such work to be done at the Developers cost and expense without notification to the Developer. **Provided** that upon completion of said emergency repair work Lac La Biche County shall give notice in writing to the Developer if Lac La Biche County claims that such repair work was made necessary by reason of a default on the part of the Developer in the observance and performance of the terms, covenants, and conditions, and conditions of Article V of this Agreement, and if the Developer denies the claimed default, it shall immediately request a reference to arbitration pursuant to the provisions of Clause IX hereof.
3. Lac La Biche County may make demands as Obligee under any security provided by the Developer pursuant to the requirements of this Agreement at any time during which the developer is in default of the terms and conditions of this agreement.

IX. ARBITRATION

1. If any dispute or difference between the Parties shall arise under this Agreement, either party may give to the other notice of such dispute or difference and requiring that such dispute or difference be referred to arbitration.
2. Arbitration hereunder shall be by a reference to an independent consulting professional engineer to be selected jointly by Lac La Biche County and the Developer, and his/her decision shall be final and binding. In the event that Lac La Biche County and the Developer shall fail to agree on an arbitrator within forty-eight (48) hours of either party giving to the other party notice of a dispute or difference pursuant to Paragraph 1 of this Article, then an application shall be made to a Justice of the Court of Queen's bench of Alberta to select the arbitrator.
3. All charges, fees and expenses of the arbitrator shall be borne and paid by Lac La Biche County or the developer, or proportionately by both Lac La Biche County and the Developer, depending upon their respective responsibility as found by the arbitrator.
4. Provided that the foregoing provisions shall not authorize any reference to arbitration as to any matter or question which under this agreement is expressly or by implication required or permitted to be decided by Lac La Biche

County, the Municipal Engineer, the Lac La Biche County Council, or as to the grounds upon which, or the mode in which, any opinion may have been formed or discretion exercised by Lac La Biche County, the Municipal Engineer, or the Lac La Biche County Council.

5. Provided also that neither Party hereto shall be liable to any claim in respect of any such dispute or difference until the liability and the amount of liability in respect of same shall, if not admitted, have been referred to and determined by arbitration, the award under which shall be a condition precedent to liability of any such part or to any right of action against any such Party in respect to the claim.

X. INDEMNITY

1. The Developer shall indemnify and save harmless Lac La Biche County from any and all losses, costs, damages, actions, causes of action, suits, claims and demands, including solicitor and client costs, resulting from anything done or omitted to be done by the Developer, its representatives, employees, contractors and subcontractors in pursuance or purported pursuance of this Agreement.
2. Without restricting the generality of Article X(1), the Developer shall take all necessary steps to remove any lien filed against Lac La Biche County property by reason of the work carried out by the Developer pursuant to this Agreement.

XI. OTHER CHARGES TO BE BORNE BY THE DEVELOPER

1. "Other" costs to be paid by the Developer shall include:
- a) **Engineering Costs**
All reasonable and justifiable charges or accounts rendered to Lac La Biche County in respect of this Agreement or its enforcement by consulting engineers that may be engaged by Lac La Biche County from the time Plans are submitted until final acceptance of all Local Improvements;
 - b) **Legal Costs**
All reasonable and justifiable legal charges or accounts rendered to the County in respect of this Agreement, or anything arising from or connected thereto, including its enforcement, by solicitors, on a solicitor and his own client basis, from the time of application for subdivision until final acceptance of all Local improvements.
 - c) **Cost of Additional Work**
Cost of additional work performed or of work repaired or redone by reason of orders and direction by the Municipal Engineer under the terms of this Agreement;
 - d) **Cost of Insurance and Security**
Cost of providing the security and insurance required to be provided by the Developer under the terms of this Agreement;
 - e) **Cost of Preparing Easement Documents**
Cost of preparation of an easement or utility right-of-way documents to be provided by the Developer including cost of registration of same.
2. **Interest on Overdue Payments**

Unless otherwise specified herein, the Developer shall pay interest to Lac La Biche County upon all amounts required to be paid to Lac La Biche County commencing thirty (30) days after Lac La Biche County's account is

rendered. Interest shall be calculated at prime rate of interest charged by the Alberta Treasury Branch, Lac La Biche Branch, plus three percent (3%).

XII. COMPLIANCE WITH LAW

1. The Developer shall at all times comply with all legislation, regulations and municipal bylaws relating to the development of the Development Area by the Developer.
1. This Agreement does not constitute the approval of any Subdivision and is not a Development Permit or other Permit granted by Lac La Biche County.
2. Where anything provided for herein cannot lawfully be done without the approval or permission of any authority, person or board, the obligation to do it does not come into force until such approval or permission is obtained provided that the Parties will do all things necessary by way of application or otherwise in an effort to obtain such approval or permission.
3. If any provision hereof is contrary to law, the same shall be severed and the remainder of this Agreement shall be of full force and effect.

XIII. LAW OF ALBERTA APPLICABLE

1. The validity and interpretation of this Agreement and of each clause and part thereof, shall be governed by the laws of the Province of Alberta.

XIV. FURTHER ASSURANCE

1. Both Parties shall execute and deliver all further documents and assurances necessary to give effect to this Agreement and to discharge the respective obligations of the Parties.
2. Any dispute arising from or related to this Agreement which is submitted to a Court of Law, shall be submitted to the Courts of the Province of Alberta.

XV. WAIVER

1. A Waiver by either Party hereto of the strict performance by the other of any covenant or provision of this Agreement shall not of itself constitute a waiver of any subsequent breach of such covenant or provision of any other covenant or provision of this Agreement, provided that any waiver by Lac La Biche County shall be in writing and first approved by Lac La Biche County Council.

XVI. NOTICES

1. Any notice to be given to the Developer hereunder shall be addressed to the said Developer at the address shown on Page 1 of this agreement.
2. Any notice to be given to Lac La Biche County hereunder may be delivered to the Lac La Biche County Administration Office, Range Road 135 and Secondary Highway 663, (Box 1679), Lac La Biche, Alberta, T0A 2C0.
3. Either Party may by notice in writing change its address for notices hereunder.

XVII. NON-ASSIGNABILITY OF AGREEMENT

1. This Agreement shall not be assignable by the Developer, without the written approval of Lac La Biche County which will not be unreasonably withheld provided and notwithstanding the generality of the foregoing, the Developer shall not assign this Agreement unless the proposed Assignee shall first meet the requirements of Lac La Biche County in respect to the provision of security for the due performance of the Agreement.

IN WITNESS WHEREOF the Parties hereto have caused their corporate seals to be hereunto affixed the day and year first above, written.

Witness

Per: _____

LAC LA BICHE COUNTY

Per: _____ (c/s)
Chief Administrative Officer

AFFIDAVIT OF WITNESS

****Use only if not a Corporation signing****

CANADA
PROVINCE OF ALBERTA
TO WIT:

) I, _____,
) of the town of Lac La Biche,
) in the Province of Alberta,
) MAKE OATH AND SAY:

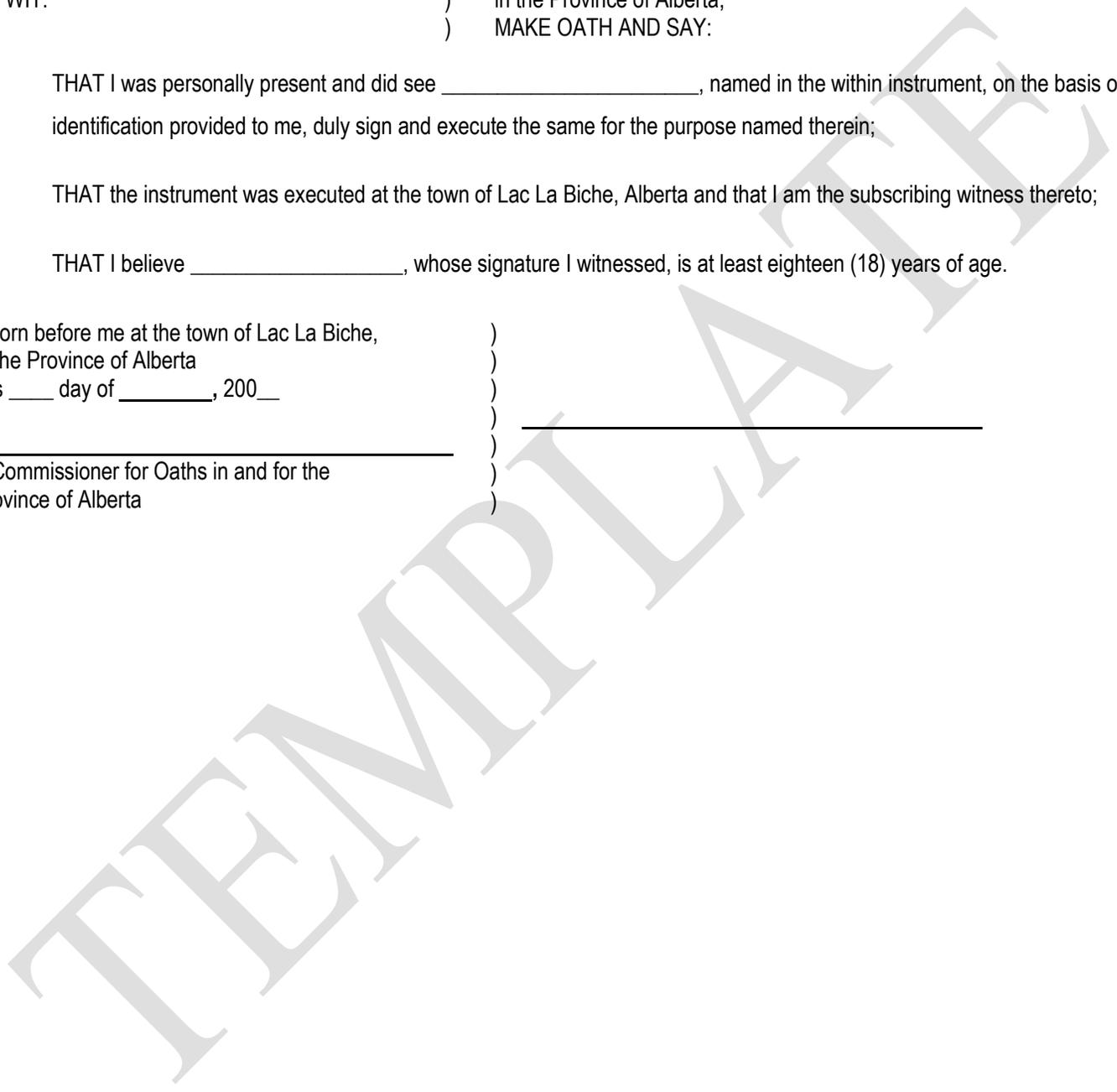
1. THAT I was personally present and did see _____, named in the within instrument, on the basis of the identification provided to me, duly sign and execute the same for the purpose named therein;
2. THAT the instrument was executed at the town of Lac La Biche, Alberta and that I am the subscribing witness thereto;
3. THAT I believe _____, whose signature I witnessed, is at least eighteen (18) years of age.

Sworn before me at the town of Lac La Biche,
in the Province of Alberta
this ____ day of _____, 200__

)
)
) _____
)

A Commissioner for Oaths in and for the
Province of Alberta

)
)
)



SCHEDULE "A"

SUBJECT LANDS

TEMPLATE



SCHEDULE "B"
REQUEST FOR Construction COMPLETION CERTIFICATE

DATE: _____

FILE #: _____

TO: LAC LA BICHE COUNTY

RE: _____

I/We, the Developer(s), hereby request a Completion Certificate for the construction and installation of the following Local Improvements in the above-described subdivision:

(i.e. municipal water/sewer)

Yours truly,

DEVELOPER

_____, hereby certify that the construction and installation of the Developer's Consulting Engineer above-noted Local Improvements have now been completed and respectfully request that a Construction Completion Certificate be issued accordingly.

DEVELOPER'S ENGINEER (seal)



Lac La Biche County
welcoming by nature.

SCHEDULE "C"
REQUEST FOR FINAL ACCEPTANCE CERTIFICATE

DATE: _____

FILE #: _____

TO: LAC LA BICHE COUNTY

RE: _____

I/We, the Developer(s), hereby request a Final Acceptance Certificate for the construction and installation of the following Local Improvements in the above-described subdivision:

Construction Completion Certificate Issued on _____

(i.e. municipal water/sewer)

Yours truly,

DEVELOPER

SCHEDULE "D"
LOCAL IMPROVEMENTS

INTERNAL

1. The construction of internal subdivision road, cul-de-sacs and approaches to each parcel, complete with asphalt surfacing, as per the General Municipal Servicing Standards, and all amendments thereto.

2. The Subdivision Name and roads shall be named as follows:

SUBDIVISION NAME:

ROAD(S) NAME(S):

3. All road shoulders, ditches and backslopes shall be topsoiled, landscaped and seeded to a grass coverage acceptable to the Municipal Engineer.

4. Open areas shall be graded, topsoiled, landscaped and seeded down to a grass coverage, including the road ditches on the east and north boundary of the title area, acceptable to the Municipal Engineer.

5. All corner legal posts to be marked with marker posts.

6. Municipal emergency response number signs are to be posted at each parcel entrance in accordance with the rural addressing numbering system as per the Municipal Address Bylaw 06-023 as amended from time to time.

7. Internal traffic control signage as required by the Municipal Engineer.

8. The posting of signage for identification of Environmental Reserves and Municipal/Reserves adjacent to each new lot being created, marking the various reserve land boundaries from the lot lines, to the satisfaction of Lac La Biche County.

9. Construction and installation of a Subdivision Sign containing the subdivision name, municipal address, pictorial directory covering all lots, internal road(s) with their given names, and internal municipal addresses as per the Municipal Address Bylaw 06-023 as amended from time to time, to be posted at the entrance to the subdivision, to the satisfaction of Lac La Biche County.

10. The necessary storm water management improvements to meet the requirements of an approved storm water management and drainage plan, and necessary easements, required by the Municipal Engineer.

11. Sanitary sewer collection system complete with connection to the Lac La Biche County System, service connections to each lot, and any over-sizing that may be required by the Municipal Engineer.

12. Water distribution system with fire hydrants and service connections to each lot designed along with any over-sizing that may be required by the Municipal Engineer.

EXTERNAL:

1. Any and all work required by the Subdivision Approval or the Plans and Specifications and located outside of those lands described on Schedule "A" of this Agreement.

SCHEDULE "E"

UTILITIES

1. Provision of electric power service to each parcel.
2. Provision of natural gas service to each parcel.
3. Provision of telephone service to each parcel.
4. Provision of street lighting.

TEMPLATE

SCHEDULE 'B'

DEVELOPMENT AGREEMENT

Made this _____ day of _____ A.D. 200__.

BETWEEN:

LAC LA BICHE COUNTY

a Municipal Corporation
Of Box 1679, Lac La Biche, Alberta T0A 2C0
(Hereinafter called "Lac La Biche County")

OF THE FIRST PART

- and -

**

Of Box **, **, Alberta **
(Hereinafter called "The Developer")

OF THE SECOND PART

WHEREAS the Developer is the owner and desires to subdivide and develop a portion of land located within the boundaries of Lac La Biche County and legally described as:

(Legal land location – short form)

AND WHEREAS Lac La Biche County and the Developer wish to enter into an Agreement regarding the subdivision of the said lands.

THE PARTIES to this Agreement, in consideration of the promises and of the mutual terms, covenants and conditions to be observed and performed by each party, agree as follows:

1. The Developer agrees that the subdivision of the Lands is subject to the terms and conditions of this Agreement. The "Lands" shall mean the lands delineated and outlined by a **solid heavy line on Schedule "A" attached hereto.**
2. The Developer, at no direct or out-of-pocket expense to Lac La Biche County, shall cause a plan of the Subdivision to be prepared and approved by all the necessary governmental authorities and registered at the Land Titles Office for the North Alberta Land Registration District.

3. Notwithstanding the provisions contained in Paragraph 2, the Developer undertakes, warrants and agrees that the Developer shall not register the plan of the Subdivision at the Land Titles Office for the North Alberta Land Registration District nor shall Lac La Biche County be required to provide Lac La Biche County's consent to the registration of the plan of the Subdivision at the said Land Titles Office until such time as all of the following conditions shall have been satisfied:
 - a. The Developer shall ensure that legal and physical access is provided to the parcel(s) being created and to the remnant parcel to the standards and specifications of Lac La Biche County, as per attached **Schedule "B"**.
 - b. ******(Insert conditions from approval letter)
 - c. Municipal emergency response number signs are to be posted at each parcel entrance in accordance with the rural addressing numbering system as per the Municipal Address Bylaw 06-023 as amended from time to time and to the satisfaction of Lac La Biche County, as per **Schedule "C"**. **(**This only required if parcels require rural addressing or are smaller than 10 acres)**
 - d. All other conditions of the Subdivision Approval are met.
4. The Developer shall indemnify and hold harmless Lac La Biche County from any and all losses, costs, damages, actions, causes or action, suits, claims, demands, resulting from anything done or omitted to be done by the Developer in pursuance or purported pursuance of this Agreement.
5. All covenants, undertakings and obligations set out in this Agreement shall constitute covenants running with all lands within the development and Lac La Biche County may register a caveat against all lands within the development to protect and enforce Lac La Biche County's right under this Agreement. Lac La Biche County may grant a postponement of the caveat as to any of the land in the development. Lac La Biche County will discharge the caveat promptly upon acceptance of the various matters required to be performed by the Developer under this Agreement.
6. Any notices required by one party to be given to the other shall be given at the following address:

Name and address of developer

And

Lac La Biche County
Box 1679
Lac La Biche, AB T0A 2C0

IN WITNESS WHEREOF the Parties hereto have caused their signatures to be hereunto affixed the day and year first above written.

WITNESS

**

WITNESS

**

LAC LA BICHE COUNTY

CHIEF ADMINISTRATIVE OFFICER (c/s)

TEMPLATE



LAC LA BICHE COUNTY POLICY

TITLE: Provisions of Lac La Biche County Human Resources Policies and Procedures Policy	POLICY NO: CS-03-013
RESOLUTION: 13.415	EFFECTIVE DATE: September 24, 2013
LEAD ROLE: Manager, Human Resources	NEXT REVIEW DATE: September 24, 2016
SPECIAL NOTES/CROSS REFERENCE: Procedure: CS-03-013-01	AMENDMENT DATE:

POLICY STATEMENT:

Lac La Biche County commits to providing relevant, precise and usable Policy and Procedure manuals that adhere to related provincial and federal employment legislation, laws and guidelines.

“Original Signed”

Chief Administrative Officer

November 7, 2013

Date

“Original Signed”

Mayor

November 8, 2013

Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Provision of Standard Operating Procedures and Related Policies, Standard Operating Procedure

PROCEDURE NO: CS-03-013-01

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-013 AMENDMENT DATE:

PROCEDURE:

1. Application of these Policies

- a) The Human Resources Standard Operating Procedures Manual and related Policy Manual apply to all permanent, term, seasonal, probationary, casual and contract employees of Lac La Biche County. These procedures and policies do not apply to independent contractors. These policies and procedures do not apply to persons other than employees who have a relationship with the County and where the County has specified, in writing, that these policies do not apply to such persons.
- b) Where departmental procedures and policies exist, as in the case of the Protective Services department, and address matters which are not incorporated in these procedures and policies, the departmental procedures and policies shall be considered as a subset of these procedures and policies and shall also apply to employees of that specific department.
- c) Application of these procedures and policies to volunteers shall be as noted in specific sections.
- d) Verified violation of the spirit and intent of these procedures and policies may subject an employee to disciplinary action, up to and including dismissal.
- e) New employees, upon commencement with Lac La Biche County, will be provided with a copy of these procedures and related policies to review and must confirm review and acceptance of the procedures and policies within one week of commencement of employment.
- f) Clarification on the application of these procedures and policies is available from the County's Manager of Human Resources or from the County's Chief Administrative Officer.
- g) Throughout these procedures and policies, the terms "Lac La Biche County" and "County" refer to Lac La Biche County in its capacity as an employer.
- h) It is the responsibility of the Chief Administrative Officer and all County employees to ensure that the provisions of these procedures and policies are followed.

2. Severability

- a) If any part of these procedures and policies is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, all other provisions of these procedures and policies, including the policy or procedure containing the invalid, illegal or unenforceable part, will, nevertheless, remain in full force and effect.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY POLICY

TITLE: Lac La Biche County's Employment Conditions Policy	POLICY NO: CS-03-014
RESOLUTION: 13.416	EFFECTIVE DATE: September 24, 2013
LEAD ROLE: Manager, Human Resources	NEXT REVIEW DATE: September 24, 2016
SPECIAL NOTES/CROSS REFERENCE: Procedures: CS-03-014-01 to CS-03-014-19	AMENDMENT DATE:

POLICY STATEMENT:

It is the policy of Lac La Biche County to ensure the sound, consistent and effective administration of the terms and conditions of employment across the organization.

General Statements:

a) Authorities for Personnel Management Actions

Lac La Biche County Council has delegated, subject to consistency with the budget approved by the Council, all authorities for all Human Resources management actions to the Chief Administrative Officer, as per the Chief Administrative Officer Bylaw No. 07-001 and of the Municipal Government Act, sections 203(1) and 207. The Chief Administrative Officer has the authority to further delegate certain personnel management actions.

b) Code of Ethics

Lac La Biche County conducts business in an open and ethical manner by creating a workplace built on the strength of trust, accountability, and integrity in all its business practices. It is the responsibility of every employee to build and maintain the code of ethics by supporting, and actively participating in the process.

c) Mutual Respect

Lac La Biche County promotes responsibility, mutual respect, civility and professional excellence in a safe work-environment.

d) Employment Equity

Lac La Biche County is an equal opportunity employer and is committed to the principles of employment equity and providing equal opportunities for employment in relation to remuneration, promotion and training based on job-related factors including performance, knowledge, ability and experience.

e) Hiring Process

Lac La Biche County practices equal opportunity and fair hiring processes when filling vacancies, and hires qualified and suited individuals to ensure the success of its operations.

f) Recruitment and Retention Strategy

Lac La Biche County will support and adhere to a Recruitment and Retention Strategy. The overall goals of the strategy are to attract and retain top quality, productive staff that positively contributes to achieving the County's organizational and operational objectives.

g) Employee Orientation

Lac La Biche County ensures that all new employees are provided with an orientation designed to familiarize them with their responsibilities, services and functions.

h) Employee Occupational Health & Safety

As part of the municipality's continued commitment to Occupational Health & Safety as it relates to employees and the organization as a whole, all new employees will be given a safety orientation upon commencement of employment and will be provided updates as required.

i) Staff Identification

Lac La Biche County will issue photo identification badges to all employees to ensure County employees are easily identifiable by the public.

j) Confidentiality

Lac La Biche County employees shall not disclose confidential and proprietary information gained through the course of their employment, in accordance with the provisions of the Freedom of Information and Protection of Privacy Act (FOIPP).

k) Employee Files Management

Lac La Biche County ensures that all employee files are maintained in a confidential manner, in accordance with the provisions of the Alberta Employment Standards Code and the Freedom of Information and Protection of Privacy Act (FOIPP).

l) Classifications of Work Relationships

Lac La Biche County will establish various position classifications within the organization to meet the needs of the variety of provided programs and services.

m) Hours of Work

Lac La Biche County has various operational and service requirements and will set and manage hours of work accordingly.

i. Flex Time:

Lac La Biche County supports flex time arrangements for reasons such as to enhance employees' job satisfaction, boost productivity, support work/life balance and decrease the total amount of time spent commuting to and from work. The approval of flex time arrangements will be based upon the ability of the municipality to accommodate such requests.

ii. Overtime Management:

Lac La Biche County may require employees to work overtime during busy times in order to ensure that specific projects, products or assignments are completed on time. The organization is committed to providing employees with appropriate compensation

for overtime hours worked, in accordance with applicable federal or provincial legislation.

iii. **Absenteeism Management:**

Lac La Biche County strives to reduce absenteeism by fostering an inclusive, supportive, progressive, nurturing and understanding workplace environment. The municipality will deal with absenteeism in a professional, supportive and consistent manner.

n) **Telework Arrangements**

Lac La Biche County supports telework arrangements for reasons such as to enhance employees' job satisfaction, boost productivity, support work/life balance and decrease the total amount of time spent commuting to and from work. The approval of telework arrangements will be based upon the ability of the municipality to accommodate such requests.

o) **Retirement Planning**

Lac La Biche County provides a pension plan to assist employees in preparing for their retirement. The municipality is also committed to succession planning and counselling employees in their retirement planning.

p) **Termination Process**

All terminations and severance pay will be conducted and distributed at a minimum according to Alberta *Employment Standards Code* guidelines, unless otherwise agreed.

“Original Signed”
Chief Administrative Officer

November 7, 2013
Date

“Original Signed”
Mayor

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Authorities for Personnel Management Actions
Standard Operating Procedure

PROCEDURE NO: CS-03-014-01

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-014 AMENDMENT DATE:

1.0 General Guidelines

- a) Pursuant to the Chief Administrative Officer Bylaw No. 07-001 and of the Municipal Government Act, Sections 203(1) and 207, Lac La Biche County's Chief Administrative Officer has been delegated by County Council, the authority to select, employ, direct, discharge, suspend or subject to other disciplinary action all employees, including probationary employees, within Lac La Biche County. The Chief Administrative Officer has also been granted the authority, by County Council, to delegate certain authorities within the organizational structure of Lac La Biche County.
- b) The Chief Administrative Officer has delegated the authority, as outlined in Table A: Authorities for Personnel Management Actions Table, to discharge suspend or subject to other disciplinary action certain employees, including probationary employees, of Lac La Biche County.
- c) The Chief Administrative Officer has also delegated the authority, as outlined in Table A: Authorities for Personnel Management Actions Table, to select, employ, direct and compensate certain employees, including probationary employees, of Lac La Biche County.
- d) In the Authorities for Personnel Management Actions Table of this policy, a (□) in a field means that the person identified in that column has the authority noted in the left-side column of the row.

2.0 Procedure: "Two-up" Review and Approval Process

- a) In the case of actions, as described in Table A, for employees of positions reporting directly to the Chief Administrative Officer, the Chief Administrative Officer shall approve any such actions.
- b) In certain other cases of Human Resource Management actions, the County requires that a **"two-up"** recommendation and approval process be followed. A **"two-up"** recommendation and approval process means that:
 - the first level of supervision, to whom the employee reports, makes a formal recommendation to his/her superior; and
 - the superior reviews, and, at his or her discretion, may or may not approve the action.

3.0 Table A:
Authorities for Personnel Management Actions Table

AUTHORITIES FOR PERSONNEL MANAGEMENT ACTIONS	CAO (or designate)	General Managers	Managers	REQUIRES 'TWO-UP' APPROVAL
Dismiss Permanent Employees	<input type="checkbox"/>			
Dismiss Probationary Employees	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Dismiss Seasonal Employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dismiss Casual Employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Terminate employee due to ABANDONMENT of Position	<input type="checkbox"/>			
Suspend <i>WITHOUT PAY</i> - OVER 5 days	<input type="checkbox"/>			
Suspend <i>WITHOUT PAY</i> - UP TO and INCLUDING 5 days	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Suspend <i>WITH</i> pay	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Issue formal Letters of Discipline	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Conduct investigations pertaining to matters such as Harassment and Discrimination Claims and resulting actions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Withhold OR Deny Merit Salary/Wage Increases	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Issue Layoff or Position Elimination Notices	<input type="checkbox"/>			
Issue Seasonal layoffs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Make offers of employment to employees coordinator level and up	<input type="checkbox"/>	<input type="checkbox"/>		
Make offers of employment to employees below Coordinator level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Grant merit increases	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Determine successful completion of Probation Period	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shorten or waive Probation Period	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Extend probation period	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Approve Leaves of Absence <i>WITHOUT PAY</i> of TEN DAYS or less	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Approve Leaves of Absence <i>WITHOUT PAY</i> for MORE THAN TEN DAYS	<input type="checkbox"/>			
Approve Leaves of Absence <i>WITH PAY</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Approve Vacation Requests	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grant Vacation Carryover and Vacation Payout Requests	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

These actions can be made with input from foremen, coordinators and other supervisory level employees.

4.0 Temporary Delegation of Authority

- a) Employees appointed to any supervisory level position, whether appointed on a permanent, temporary or acting basis, shall, by virtue of that appointment, be delegated the same authority as outlined under the Two-Up Review and Approval Process (2.0).
- b) So that Lac La Biche County operations may proceed smoothly when supervisors are away from the workplace, supervisors shall formally designate a **permanent back-up person** who will assume authorities, and shall provide written notification to the next level Supervisor,

General Manager or to the Chief Administrative Officer, of the individual who has been identified as the permanent back-up.

- c) Where it is not possible to identify a permanent back-up person, supervisors are required to provide written notification to the next level Supervisor, General Manager or to the Chief Administrative Officer, of the individual who has been identified as a **temporary back-up** for a particular absence on the part of the supervisor.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date

LAC LA BICHE COUNTY PROCEDURE

TITLE: Codes of Ethics Standard Operating Procedure

PROCEDURE NO: CS-03-014-02

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-014 AMENDMENT DATE:

1.0 Specific Objectives

Lac La Biche County seeks to:

- a) **Establish the roles** employees are expected to take in an ethical workplace;
- b) **Define behaviour** that would be unethical;
- c) **Outline** disciplinary actions for violations.

We strive to protect all of our employees, vendors, customers, and the County itself from any illegal or damaging actions committed by individuals either knowingly or unknowingly.

The County will not tolerate any wrongdoing or impropriety, and will immediately take the appropriate disciplinary actions to correct the problem.

2.0 Procedures

2.1 Management will:

- a) Set a prime example, and in all their business dealings, honesty and integrity are not only expected, but required.
- b) Maintain an Open Door Practice to encourage discussion of suggestions and concerns from employees.
- c) Report any conflicts of interest regarding their position within the organization.
- d) Report suspected violations.

2.2 Employees will:

- a) Work together to promote a workplace built on trust, accountability and openness.
- b) Disclose any conflicts of interest regarding their position within the organization.
- c) Report suspected violations.

3.0 Unethical Behaviour

Lac La Biche County will not be party to the intent or appearance of unethical or compromising practices in any of its business relationships. The following are considered unethical behaviours and shall result in disciplinary action:

- Discrimination, harassment or violence;
- Improper use of County information, as outlined in the Confidentiality Standard Operating Procedure;
- Use of County assets or business relationships for personal use or gain.

4.0 Violations

In the event that a violation of this procedure occurs, Lac La Biche County will employ disciplinary measures that reflect the severity of the offence, up to and including termination of employment.

Retaliation against employees who use reporting mechanisms to raise genuine concerns will not be tolerated.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Mutual Respect Standard Operating Procedure

PROCEDURE NO: CS-03-014-03

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-014 AMENDMENT DATE:

1. Specific Objectives

1.1 Personal Privacy

All employees are entitled to the right of personal privacy. In the event that an employee feels that their personal privacy is being intruded upon, the County encourages them to confront the person and politely ask them to refrain from asking such questions or making such comments. An employee's right of personal privacy is subject to these policies and procedures with respect to any private information kept on County property.

If this is not possible, and the situation is extreme in nature, then the employee should contact their supervisor or the Manager of Human Resources to help resolve the issue.

Employees should refrain from making their religious, political or personal views known that relate to sensitive topics public, as they may be inappropriate topics of discussion for the workplace.

1.2 Language

Profane language is strictly prohibited on Lac La Biche County premises and when representing the organization offsite.

The use of profane language may be offensive to some employees, clients, or customers, and is generally unprofessional conduct that is unacceptable in the workplace.

1.3 Noise

Employees should avoid causing undue distractions in the workplace via excessive noise from conversations, radios or other music playing devices, computers, or video players.

Excessive noise may create an unwanted distraction that could detract from the quality of work completed by other employees, and from their overall workplace experience.

1.4 Distractions

Employees should respect the work-schedules of others when engaging them in conversation, or providing any type of distraction that may remove their focus from work.

Remember that your discussion may distract others in the area as well.

Personal conversations should be limited to scheduled break times, or before or after regular work hours.

1.5 Cleanliness

Employees are expected to maintain a clean workplace by cleaning up after themselves whenever possible, including at their desk or workstation, and in any kitchen or coffee areas as well.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Employment Equity Standard Operating Procedure PROCEDURE NO: CS-03-014-04

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-014 AMENDMENT DATE:

1.0 Specific Objectives

Lac La Biche County is an equal opportunity employer and is committed to the Principles of Employment Equity and providing equal opportunities for employment for all qualified individuals.

2.0 Procedures

To promote the full participation and advancement of members of designated groups (women, indigenous peoples, members of visible minorities and persons with disabilities) in the Lac La Biche County workforce, the County shall strive:

- 2.1 To develop policies, programs, practices and traditions that facilitate the full participation and advancement of members of designated groups in Canada by eliminating direct, indirect and systemic discrimination including harassment;
- 2.2 To implement such special measures to attract, retain and promote members of the designated groups and to ensure that individuals in positions to make or influence decisions regarding the status or working conditions of current and prospective employees are aware of such special measures and have received training in their application;
- 2.3 To ensure that individuals in positions to make or influence decisions regarding the status or working conditions of current and prospective employees are aware of this policy and have received training in its meaning and application, that they implement its core values in all decisions and that they communicate and apply them to all members of staff;
- 2.4 To recruit and retain staff on the basis of individual merit and achievement, while ensuring that all persons and in particular, members of designated groups, will have genuine, open and unhindered access to employment opportunities free from artificial barriers;
- 2.5 To achieve equality in the workplace so that no member of a designated group is denied employment opportunities or benefits for reasons unrelated to ability by giving effect to the principle that employment equity means more than treating persons in the same way but also requires special measures and the accommodation of differences.

3.0 Guidelines

Employment equity recognizes the value and dignity of each individual and ensures that each individual will have genuine, open and unhindered access to employment opportunities, free from artificial barriers, whether systemic or otherwise.

Employment equity involves hiring the most suitably qualified candidate for any open position while ensuring that the hiring process and the qualifications required for each position are fair and equitable for all persons.

Accordingly, we seek to fully integrate the Principles of Employment Equity with our other human resources policies and procedures in order to ensure that all present and potential employees receive equitable treatment in all matters related to employment.

“Original Signed”

Chief Administrative Officer

November 8, 2013

Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Recruitment and Retention Strategy Standard Operating Procedure	PROCEDURE NO: CS-03-014-05
SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-014 AMENDMENT DATE:	

PROCEDURE:

1. Lac La Biche County will implement a Recruitment and Retention Strategy as adopted by the Chief Administrative Officer.
2. The Recruitment and Retention Strategy will be developed, reviewed and revised accordingly on a bi-annual basis to ensure it addresses present organizational recruitment and retention needs. The Recruitment and Retention Strategy may address initiatives relating to, but not limited to:
 - a) Standardized and strategic recruitment procedures and policies across the organization;
 - b) Supporting the development and tracking of employee skill sets needed to meet job expectations;
 - c) Monitoring and supporting employee job satisfaction;
 - d) Proactively addressing employee turnover rate;
 - e) Being an employer of choice.

“Original Signed”

Chief Administrative Officer

November 8, 2013

Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Hiring Process Standard Operating Procedure

PROCEDURE NO: CS-03-014-06

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-014 AMENDMENT DATE:

1.0 Specific Objectives

- Provide guidelines on how supervisors can request a vacant position be filled;
- Procedures for internal job postings;
- Procedures for external job postings;
- Describe the application process for potential candidates;
- Outline the candidate screening process;
- Outline the interview process;
- Procedures for internal transfers;
- Procedures for reference checks;
- Outline procedures for offers of employment;
- Overview of probationary periods;
- Outline potential hiring conflicts.

2.0 Procedures

2.1 Guidelines on how supervisors request a vacant position be filled:

All requests for new or additional personnel shall be directed, in writing, using the Recruitment Commencement Form to Human Resources for processing. The Recruitment Commencement Form can be requested from Human Resources. Personnel requests shall include, but may not be limited to; the position title, essential job functions, necessary qualifications, budgetary impact, reasons for the manpower need and the hours/shifts required.

2.2 Procedures for Internal Job Postings:

- a) When operational requirements permit, Human Resources will circulate new employment postings internally on the County Email and/or Intranet.
- b) This process is designed to give current employees first priority in consideration for new employment opportunities within the organization, and to promote applicable employees whenever possible.
- c) Qualified applicants currently working for the organization shall remain subject to the normal hiring processes, including interviews, reference checks and formal offers of employment.

2.3 External Job Postings:

- a) All permanent position vacancies will be advertised externally by Human Resources. Based on operational requirements, posting for other types of vacant positions (i.e. casual positions) may be advertised externally.
- b) Human Resources shall be responsible for the placement of all recruitment advertisements.

2.4 Application Process:

- a) Applicants must submit a resume for each position for which they are applying. Resumes must be forwarded by the candidates themselves to Human Resources.
- b) All resumes/applications will be collected and documented by Human Resources.

2.5 Screening Process:

- a) A screening/interview panel will be established to manage each competition. The screening/interview panel will comprise of a representative from the Human Resources Department, the position's immediate supervisor (or designate) and one other County employee (who must be employed at the equal level of responsibility or higher of that of the vacant position).
- b) All panel members can receive in-house training in relation to interview procedures and employment legislation standards.
- c) A screening tool will be comprised of a set of measurable criteria based on the positions' educational and experience prerequisites in accordance with the job description.
- d) All resumes will be screened and the most qualified candidates will be interviewed.

2.6 Interview Process:

- a) Interview questions shall be compiled by Human Resources, in consultation with the related position's supervisor or designate.
- b) Interviews shall be scheduled and facilitated by Human Resources.
- c) The Manager and/or the General Manager (as appropriate) shall make hiring recommendations based on organizational hiring practices, departmental needs, results of interview scoring process, results of related reference checks and in accordance with legislative requirements.

2.7 Internal Transfers

The following procedures must be followed when there is an internal transfer:

- a) Employees are encouraged to apply for internal and externally posted job openings, and will be considered on the basis of their qualifications and potential for success in the position.
- b) Human Resources will maintain confidentiality pertaining to the employee's application for employment opportunities.
- c) If an internal candidate is successful in obtaining a different position, the employee must advise their current supervisor of the offer of employment within 2 working days of accepting the offer.
- d) Employees are encouraged to give their current supervisor a minimum of two weeks' notice. When at all possible, the employee, the current supervisor and the new supervisor will work

together to choose a start date which takes into account the needs of the organization while still acknowledging the needs and wishes of the employee. If an agreement cannot be reached, the CAO or designate will take all business and employee needs into account and have the final decision surrounding the start date.

- e) Internal transfers may or may not change an employee's original hire date/anniversary date with the organization and, depending on the transfer, may not impact their current benefit entitlements unless otherwise stated in the employment contract.
- f) Internal applicants who are not selected for the position shall be notified by the related Supervisor, Manager and/or Human Resources.

2.8 Reference Checks:

- a) Before any candidate may be approved for an offer of employment, reference checks must be conducted by Human Resources.
- b) Candidates applying for employment with the organization must go through the defined selection process to assess their knowledge, skills and abilities, experience and personal suitability. Human Resources shall use reference checks to confirm the candidate's experience and skills to perform the duties of the position for which they are applying, as well as the intangible factors which will lead to the best possible person-organization fit.
- c) Reference checking questions must be job-related.
- d) Human Resources will be required to document all conversations that occur during the reference checking process. These notes shall be maintained in a confidential file with other selection materials.
- e) The following questions are prohibited on the grounds of Human Rights:
 - i. Age
 - ii. Race
 - iii. Creed
 - iv. Disability
 - v. Marital Status
 - vi. Gender
 - vii. Sexual Orientation
 - viii. Citizenship
 - ix. Political Beliefs
- f) In the event that it is determined that the candidate has supplied falsified information, or misrepresented the facts of their application, this shall serve as grounds for immediate disqualification from consideration for the position or immediate termination of employment if the misrepresentation is found after employment has commenced.
- g) The overall results of the reference checks can be shared with the interview panel to assist them in recommending the successful candidate. Human Resources should avoid using specific feedback identifying specific references. Human Resources should provide only an accumulative general overview to the panel. The interview panel shall keep all reference check results confidential (this includes not sharing the results with the candidate and co-workers and not having direct contact the references).

2.9 Offers of Employment

- a) Human Resources shall give a conditional offer of employment to applicants that have been selected through the application and interview process.
- b) Job offers shall be contingent on the applicant's agreement to abide by County policies and procedures, successful reference checks, and the ability to meet any other conditions applicable to the position that are required of the employee.
- c) Should the applicant accept an offer of employment from the County, he/she will be considered an employee and provided with a start date and required location to report for duty.
- d) Initial employee orientation shall be provided within the first two days of employment, coordinated by Human Resources, and will include information deemed essential for the employee to be aware of, including workplace policies, rules and regulations, and other job specific information designed to assist the employee in his/her duties. Authorization forms and policies shall be signed during this period of orientation. Further orientation will be provided to the employee on an ongoing basis pertaining to the position, the organization and any ongoing changes to organizational practices, policies and procedures.

2.10 Reimbursement of Moving Expenses for New Employees

- a. General:
 - i. When recruiting for senior managerial position vacancies, or for positions for which suitably qualified candidates are not available locally, the municipality may assist successful candidates with relocation expenses incurred. The new employee may be reimbursed in accordance with percentages set by the Chief Administrative Officer at the time of offer.
 - ii. Upon prior approval from the Chief Administrative Officer (or designate) the municipality will reimburse those individuals who were invited to any interview and incurred significant travel expenses.
- b. Requirements:

The successful candidate and the Chief Administrative Officer (or designate) will agree upon expenses to be reimbursed prior to the actual incurring of relocation expenses by the successful candidate. The County will not reimburse expenses that were incurred prior to any such agreement.

2.11 Employment Diligence

- a) Lac La Biche County has a duty to protect ratepayers, customers and staff from unnecessary risk and to ensure that County operations are administered with due diligence. It is the policy of the County, when recruiting to certain specified positions, to screen potential appointees and volunteers in accordance with the provisions of Table B (on the following page): Positions Requiring Verification of Medical, Criminal, Child Welfare Interventions, or Driving Record History and Updates Thereto, on the condition it is made clear that such checks are a condition of employment **or of continued**

employment, or of acceptance as a volunteer in the position for which application has been made.

- b) Notwithstanding Table B, any employee who is appointed to a position, for which a **pre-employment verification of his/her driving record is required, shall undergo an annual review of his or her driving record** to ensure that it remains satisfactory to the County. An employee who fails to comply with this requirement or whose driving record is deemed to be unsatisfactory shall, if an opportunity exists, be transferred to a suitable position in which the operation of vehicles or equipment is not required. In the absence of a suitable position, the employee's employment with the County shall be terminated. Notwithstanding the foregoing, when possessing a valid drivers' license is required for a position and the employee does not have a valid drivers' license, or it is suspended or revoked, the County may terminate the employee's employment for just cause.
- c) Applicants for vacant positions or employees who are being considered for transfer or promotion to one of the positions noted in Table B must have and maintain requirements for the position at all times.
- d) From time to time, Lac La Biche County may revise the list of positions set out in Table B.

e) **Table B:**
Positions Requiring Verification of Medical, Criminal, Child Welfare Intervention, or Driving Record History and Updates Thereto

<i>POSITION (Check mark indicates required verification)</i>	<i>MEDICAL</i>	<i>CRIMINAL RECORD</i>	<i>CHILD WELFARE INTERVENTION CHECK</i>	<i>DRIVING RECORD ABSTRACT</i>
Chief Administrative Officer	√	√	√	√*
General Manager	√	√	√	√*
Department Manager, Economic Development Officer	√	√	√	√*
Planning and Development Officer	√*	√	√	√*
Community Peace Officer/Liaison	√*	√* + VS	√*	√*
Administrative Clerk in every department, including, but may not be limited to: Executive Assistant to CAO, Legislative Services Clerk, Human Resources Clerk, All Finance Clerks, P&D Clerk, Environment and Agriculture Services Clerk, Community Services Clerk, Operations Clerk, Utility Clerk, Recreation Clerk, Executive Assistants, Customer Service Representative, All Seasonal Clerks	√	√	√	√*
Social Work Student		√* + VS	√*	√
All Foreman positions	√*	√	√	√*

Grader/Equipment Operators	√*	√	√	√*
Utility Operators; including seasonal	√*	√*	√	√*
Mechanics, Automotive Technician, Parts Technician, Electrician, Carpenter	√*	√*	√	√*
Facilities Maintenance Worker, Custodian	√*	√*	√	√*
Coordinators including: GIS Coordinator, IT Coordinator, Environmental Field Coordinator, Agricultural Fieldman, Health & Safety Coordinator, Civil Engineering Technologist, Senior Accountant, Aquatic Services Coordinator, Capital Reporting Accountant, Research Coordinator, Payroll & Benefits Coordinator, Records Management Coordinator, Rural Resource Recovery Coordinator	√*	√*	√*	√*
GIS Technician, Help Desk Analyst, Systems Analyst	√*	√	√	√*
Recreation Staff including: Recreation/Culture Program Coordinator, Facilities Coordinator Recreation/Culture, Facility Operator II, Facility Operator I, Parks and Open Spaces Coordinator, Recreation/Culture & Facilities Clerk, Events and Facilities Liaison, Lifeguard I, Lifeguard II, Lifeguard III, Fitness Instructor, Specialty Course Instructor	√*	√* + VS	√*	√*
Human Resources Consultant	√*	√	√*	√*
Bold Center Employees	√*	√* + VS	√*	√*
FCSS Program Coordinator, Parent Link Programmer, Para transit Bus Driver	√*	√* + VS	√*	√*
Surveyors	√*	√	√	√*
Landfill Operators	√*	√	√	√*
Fire Guardian (Seasonal)			√	√*
Environmental Technicians, Weed Inspectors (Seasonal)		√	√	√*
Infrastructure Services Mower Operators, and Labourers (Seasonal)		√	√	√*
Assistant Program Coordinator, Summer Program Leaders, Summer Recreation Worker (Seasonal)		√* + VS	√*	√*

IT Technologist (Seasonal)		√*	√	√
RAP Students, Work experience students (over the age of 18)		√*	√	√ -over the age of 16
<i>* An asterisk following the check mark indicates requirement for annual update.</i>				
<i>+VS Criminal Record Check requires the addition of vulnerable sector check</i>				

f) Procedure - Pre-employment Medical

- (i) Candidates will be notified of the requirement for a pre-employment/pre-promotion/pre-transfer medical assessment.
- (ii) During the interview, the candidate will be asked if she or he has any health-related conditions which would affect his or her fitness to satisfactorily perform the job.
- (iii) The chosen candidate can be given a conditional offer of employment pending the results of the medical assessment. The candidate will be asked to obtain a medical assessment of her or his fitness to perform satisfactorily in the job. A copy of a **summary of the job duties**, together with a copy of the Physician Assessment Form shall be provided to the candidate for the Physician's reference and use.
- (iv) The candidate shall be informed that the results of the medical assessment will be held in strictest confidence by Lac La Biche County.
- (v) The candidate shall be informed that any costs for this medical assessment should be paid by the candidate but, with appropriate receipts, may be submitted to Lac La Biche County for reimbursement.
- (vi) The candidate shall obtain a sealed copy of the Physician's Assessment and shall provide it to the County, to the attention of the Manager of Human Resources.
- (vii) In the event that the candidate is judged medically unfit to successfully carry out the duties of the position, the candidate shall be informed at the County's earliest convenience that he or she is not the successful candidate for the position.

g) Procedure - Criminal Records Check

- (i) During the course of the interview, the candidate will be notified if there is a requirement for a pre-employment/pre-promotion/pre-transfer criminal records check.
- (ii) During the interview, the candidate will be asked if she or he has any outstanding charges or previous criminal convictions which could compromise, or which might be seen to compromise the candidate's ability to perform the job.
- (iii) If required, the chosen candidate will be asked to obtain a Criminal Record Check.
- (iv) The candidate shall be informed that the results of the Criminal Records Check will be held in strictest confidence by the County.

- (v) The candidate shall be informed that any costs for this Criminal Records Check should be paid by the candidate but, with appropriate receipts, may be submitted to the County for reimbursement.
- (vi) It is the responsibility of the candidate to provide an official copy of the Criminal Records Check report to the attention of the Manager of Human Resources.
- (vii) Where the check reveals the existence of a prior conviction/outstanding charge, the CAO or responsible General Manager, in consultation with the Manager of Human Resources will determine if the conviction/charge is relevant to the position at hand.
- (viii) If the conviction/charge is relevant, the candidate shall be informed, at the County's earliest convenience, that he or she is not the successful candidate for the position.
- (ix) If the convictions/charges are not relevant, the County will proceed with the hiring process.

h) Procedure – Child Welfare Intervention Check

- (i) During the course of the interview, the candidate will be notified if there is a requirement for a pre-employment/pre-promotion/pre-transfer Child Welfare Intervention Check or Vulnerable Sector Check.
- (ii) During the interview, the candidate will be asked if she or he has any previous involvement with child welfare, which could compromise, or which might be seen to compromise the candidate's ability to perform the job.
- (iii) The chosen candidate can be given a conditional offer of employment pending the results of the Child Welfare Intervention Check or Vulnerable Sector Check. The candidate shall be informed that the results of these checks will be held in strictest confidence by the County.
- (iv) It is the responsibility of the candidate to provide an official copy of the checks to the attention of the Manager of Human Resources.
- (v) Where the check reveals the existence of a prior file with Children's Services, the CAO and/or responsible General Manager, in consultation with the Manager of Human Resources will determine if the file with Children's Services is relevant to the position at hand.
- (vi) If the file with Children's Services is relevant, the candidate shall be informed, at the County's earliest convenience, that she or he is not the successful candidate for the position.
- (vii) If the file with Children's Services is not relevant, the County will proceed with the hiring process.

i) Procedure - Driving Record

- (i) During the course of the interview, the candidate will be notified if there is a requirement for a pre-employment/pre-promotion/pre-transfer driving record verification and for an annual review thereof.
- (ii) During the interview, the candidate will be asked if he/she has any driving record characteristics which would affect his or her ability to perform the job.
- (iii) On conclusion of the interview and upon identification of the preferred candidate(s), the candidate(s) will be asked to obtain an abstract of his or her driving record.
- (iv) The candidate shall be informed that the information in the driving record abstract will be held in strictest confidence by the County.
- (v) It is the responsibility of the candidate to provide an official copy of the checks to the attention of the Manager of Human Resources.
- (vi) Where the check reveals the existence of prior driving record characteristic concerns, the CAO and/or responsible General Manager, in consultation with the Manager of Human Resources will determine if the concerns are relevant to the position at hand.
- (vii) If the concerns are relevant, the candidate shall be informed, at the County's earliest convenience, that he/she is not the successful candidate for the position.
- (viii) If the concerns are not relevant, the County will proceed with the hiring process.

3.0 Probationary Periods

Probationary periods are typically six to twelve months in length and will depend on the scope of the position and regular hours of work. A management position may have a probationary period as per the related employment agreement.

Staff members who are transferring internally to a new position may be placed on a new probationary period. Typically, if a position is considered to be a lateral transfer, no probationary period may be required. But, if the new position is considered to require a greater scope, or different scope of knowledge, skills and abilities, probation will be recommended.

4.0 Potential Hiring Conflicts

- a) Family Members:
 - i. Applications for employment shall be accepted, and considered, from a member of an employee's immediate family.
 - ii. An immediate family member shall not be considered for employment if by doing so, it might create a direct or indirect managerial/subordinate relationship between an employee and the family member, or if his/her employment could create a conflict of interest either real or imagined.
 - iii. For the purposes of this procedure, immediate family members shall be defined as: Wife, Husband, Mother, Father, Brother, Sister, Son,

Daughter, Mother-In-Law, Father-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, or Daughter-In-Law.

b) Employee Relationships:

- i. Employees engaging in romantic relationships or employees that become married or live in the same household may be employed with the County provided that there is neither a direct or indirect managerial/subordinate relationship between the employees, or a conflict of interest, real or imagined, created as a result of the relationship.
- ii. In the event that either a managerial/subordinate or conflict of interest issue arises, the employees are required to notify Human Resources as soon as possible. The organization will work with the employees to develop a suitable resolution which may require one of the employees to transfer to another position or team. If this is not possible, one of the employees must resign.

c) Re-employment of Employees Discharged for Cause:

The municipality recognizes that it is occasionally necessary to terminate an employee's services because of specific problems which impeded the employee's ability to perform duties. However, the municipality does not wish to impose an unfair restriction on former employees who have been able to overcome problems which resulted in their termination. Therefore, applications will be accepted from those people who have, for example:

- Overcome problems associated with drug or alcohol addiction;
- Overcome other health-related problems;
- Upgraded their academic qualification or employment skills.

Such persons may be asked to produce medical evidence that they have overcome addiction or other health related problems and are physical and mentally able to do the position they applied for. They may also be asked to provide documentation in relation to their academic qualification or employment skills.

References will be requested of such persons. References will need to be in relation to employment that occurred since the employee last left the County.

Such persons will be evaluated on the same merit basis as other candidates who apply for vacant positions.

“Original Signed”

Chief Administrative Officer

November 8, 2013

Date

LAC LA BICHE COUNTY PROCEDURE

TITLE: Employee Orientation Program Standard Operating Procedure	PROCEDURE NO: CS-03-014-07
SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-014 AMENDMENT DATE:	

1.0 General Guidelines

Lac La Biche County will deliver orientation to new, returning and current employees (as required), to:

- Create a favorable, business-like and professional impression of the County;
- Facilitate the employee’s adjustment to working for the County;
- Provide specific information concerning the responsibilities and performance expectations of the job and performance evaluation procedures/timelines;
- Provide specific information concerning pay and benefits, safety, security, employee conduct, health and other conditions related to the job and work site.

2.0 Procedure: Orientation Program Process and Content

During the first couple days of employment, an Employee Orientation Package shall be provided to all new employees. The orientation package and process will vary in some aspects from department to department. The orientation process will be the shared responsibility of the Manager Human Resources and the employee’s direct supervisor and/or General Manager. In general, the orientation package and process will comprise of, but may not be limited to:

- a) Council’s goals, objectives and mission/vision statements;
- b) The Human Resources policies and procedures, and services and programs available to employees;
- c) The relevant goals and objectives of the municipality as a whole and for the department within which the new employee will work;
- d) The requirements of the position being filled and the details of the job description;
- e) The requirements under the provincial Occupational Health & Safety Act and municipal Occupational Health & Safety rules and policies, regulations and practices, as they relate to the position being filled;
- f) The relevant physical aspects of the municipality (buildings, property, etc...);
- g) Lac La Biche County’s organizational chart;
- h) Employee telephone contact list;
- i) Employee benefit program details;
- j) Overview of payroll and benefits programs and process and completion of related commencement documents;
- k) Security and staff identification;
- l) Fire and emergency procedures;
- m) A physical tour of the relevant facilities;

- n) Introduction to the person to whom the new employee will report to, will work with or, as appropriate, may supervise;
- o) Introductions to all current employees (relevant to their position) and a brief description of their respective jobs and responsibilities, particularly how that position will relate to the new employee;
- p) Location of first aid stations, lunch room, washroom facilities and office equipment;
- q) Review of work hours, lunch and other breaks and other behavioral norms;
- r) Review of the performance appraisal process;
- s) Review of employee advocacy process;
- t) Review of the progressive discipline procedures;
- u) Telephone, cellphone, internet, email, social media (and other related telecommunications or technology) usage guidelines;
- v) Customer service guidelines (as they relate to the position).

“Original Signed”

Chief Administrative Officer

November 8, 2013

Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Employee Occupational Health & Safety Orientation Standard Operating Procedure	PROCEDURE NO: CS-03-014-08
SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-014 AMENDMENT DATE:	

1.0 Definitions

Health and Safety Orientation: Familiarizing new employees to the organization Occupational Health and Safety Program and work-related hazards they may come into contact with on County premises.

Job-Specific Health and Safety Training: A health and safety training program designed to provide information regarding the health and safety hazards that employees may reasonably be expected to come into contact with in the course of their regular job duties, and the knowledge and skills required to safely perform their job duties, including the use of any necessary equipment and Personal Protective Equipment (PPE).

2.0 General Statement

Lac La Biche County is committed to working co-operatively with its employees to provide a workplace where the personal health and safety of each employee is of primary concern and importance. The objective of this commitment is to minimize the number of workplace injuries and illnesses through effective safety programs and procedures. The enduring goal shall be zero accidents in the municipal workplace.

3.0 Procedures:

3.1 Responsibilities:

- a) Council: Council will ensure that the Municipality has in place an effective occupational health and safety management system.
- b) Chief Administrative Officer: The Chief Administrative Officer (or designate) shall appoint a Safety Coordinator who shall be responsible for promoting, fostering and enforcing safety in all County workplaces (this may be in conjunction with other responsibilities of a municipal employee).
- c) Supervisors: Department general managers, managers and other supervisory personnel will:
 - provide the necessary time and resources for the successful implementation of this SOP, and the successful completion of the program by each new employee;

- ensure that each new employee has attended and successfully completed the required levels of health and safety training information relevant to their position, prior to the start of their regular job duties;
 - ensure that health and safety orientation and job-specific health and safety training programs are established for each department and role as necessary;
 - distribute and communicate this procedure to all affected parties;
 - ensure that employees use safe work practices and receive training to protect their health and safety;
 - review staff performance levels in health and safety training, making recommendations for necessary changes as needed;
 - update and maintain training records as required;
 - act as a knowledgeable source of information for workers who require assistance in health and safety matters;
 - ensure the safety of equipment and facilities.
- d) Employees: Employees of the Municipality are responsible for safety in the workplace and are required to:
- take every reasonable precaution to protect their own health and safety and that of others at or near the workplace;
 - cooperate with the Municipality, other employees and the Joint Occupational Health and Safety Committee;
 - follow all applicable health and safety regulation;
 - report any observed workplace hazards;
 - attend safety orientation training upon hire, and to take refresher training whenever deemed appropriate or necessary.
- e) Occupational Health & Safety (OHS) Coordinator (or designate): The OHS Coordinator or designate will:
- be responsible for promoting, fostering and enforcing safety in all County workplaces (this may be in conjunction with other responsibilities of a municipal employee);
 - ensure that all volunteers and new hires (including students and trainees) attend and successfully complete health and safety orientation, are aware of workplace hazards and are competent to perform the work that they are assigned;
 - ensure that all staff members complete job-specific health and safety training prior to the start of any new role;
 - update and maintain training records.

“Original Signed”

 Chief Administrative Officer

November 8, 2013

 Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Staff Identification Standard Operating Procedure

PROCEDURE NO: CS-03-014-09

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-014 AMENDMENT DATE:

1.0 Procedure

Lac La Biche County will issue a County photo identification badge to all employees and independent contractors (as deemed appropriate) so that members of the public can easily identify County employees.

Lac La Biche County identification badges will be issued:

- On initial commencement with the County;
- On promotion or transfer;
- On change of employee name;
- Upon expiry of the badge's validity period, providing the staff member remains in the employ of the County;
- For such other reason as may be deemed acceptable to the County.

The County identification badge will incorporate the following information:

- Photograph of the employee;
- First name;
- Last name;
- Position title;
- Department;
- Date badge was issued;
- Expiry date for identification badge validity.

2.0 General Statements

Identification badges are County property and must not be defaced, changed or amended in any way by individuals who are not authorized to do so. Identification badges remain the property of Lac La Biche County and must be returned on termination of employment with the County, or on termination of the period of contract service with the County.

Responsibility for the supply and control of identification badges for all types of employees shall rest with the Manager, Human Resources.

“Original Signed”

Chief Administrative Officer

November 8, 2013

Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Confidentiality Standard Operating Procedure

PROCEDURE NO: CS-03-014-10

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-014 AMENDMENT DATE:

1.0 Specific Objectives

Employees must understand that if County customer information and proprietary material are not effectively protected, the production and operations of the County may be threatened and the County may suffer significant and irreparable losses as a result.

2.0 Classifications of Confidential Information

Upon hire, all employees are required to sign an Official Oath of Confidentiality. This Oath, together with the provisions of the FOIPP Act and Municipal Government Act, binds employees from disclosing information respecting administrative or other matters which Lac La Biche County considers to be confidential.

Employees should refrain from discussing information that is unrelated, personal, or unauthorized when citizens are present, and should not leave confidential information in open view.

All employees are required to keep all proprietary information of both the County and its customers confidential, both during and after their term of employment. The following is classed as confidential information:

- County marketing plans and campaign strategies
- County customer lists
- Project management data
- Technical management
- Product development
- Pricing methods
- Quality management methods
- Investment plans
- Operation rules
- Commercial network
- Supply chain information
- Human resource planning
- County data dictionaries
- County financial information, status and statements
- Object code and source code to County software
- Any information, or documentation labelled “Confidential” by the County, or listed as such by separate memorandum, or e-mail that informs of confidential status

- Any information pertaining to customers
- Information licensed by Lac La Biche County to customers under a confidentiality restriction
- Solicitor/client information

Any information relating to the County that is freely in the public domain may not be considered “Confidential”. In the event that an employee can prove that information was possessed before it was received from the County, or that information was gained from an unrelated third party, said information will not be classified as “Confidential”.

3.0 Procedures

3.1 Return of County Property

Upon termination of employment with Lac La Biche County, employees shall promptly return (without duplicating or summarizing), any and all material pertaining to the County’s business in their possession including, but not limited to: all customer lists, physical property, documents, keys, electronic information storage media, manuals, letters, notes and reports.

3.2 Nondisclosure

In working for Lac La Biche County, employees shall not divulge, disclose, provide or disseminate confidential information to any third party not employed by the County at any time, unless Lac La Biche County gives written authorization. Furthermore, confidential information shall not be used for any purpose other than its reasonable use in the normal performance of employment duties for Lac La Biche County.

3.3 Intellectual Property

Any work of the employees that they have created, or assisted in the creation of, at the behest of the County including but not limited to: software, user manuals, training materials, and any written or visual work constitute works made for hire, and that Lac La Biche County therefore holds the copyright to the said works. Employees cannot reproduce or publish these copyrighted works, unless it is necessary to comply with normal employment duties.

3.4 Inventions

- a) Any inventions, discoveries, technology or ideas developed by employees while performing work assigned by the County are owned by Lac La Biche County.
- b) Employees must sign all assignments and documents requested by the County intended to establish ownership of the invention, discovery, technology or idea.
- c) Employees must permit the County to obtain and retain patents, copyrights, trademarks and other indications of ownership without any further claim towards the discovery, technology, invention, or idea.
- d) If an employee has developed any technology, invention, discovery or idea prior to employment with the County, he/she is required to report, and claim ownership of it before his/her employment begins.

4.0 Injunctive Relief

Should the employee breach this SOP, they understand that their employment is subject to immediate discipline, up to and including dismissal, and that the business would suffer irreparable harm, and that legal action may be inadequate in recouping the losses incurred. Employees agree that in the event of a breach, or threatened breach of this agreement, the County is entitled to injunctive relief or a ruling of specific performance of this agreement, as well as any other solutions available under law, and without the necessity to prove irreparable harm or special damages.

5.0 Legal Compliance

The provisions of this procedure and related policy are subject to any federal, provincial or local laws that may prohibit or restrict their applicability.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Employee Files Management Standard Operating Procedure	PROCEDURE NO: CS-03-014-11
SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-014 AMENDMENT DATE:	

1.0 General Guidelines

Employee files will contain all documentation regarding employment activity and employee information. Employee files are the property of the County and may be reviewed upon request by the employee.

2.0 Procedures

- 2.1 The organization shall maintain two (2) separate files for each employee. One which will include personal information and be considered the Personnel File, the other will contain payroll information and be considered the Payroll File. Both files will be kept confidential using appropriate safeguards, and only authorized personnel shall have access to these files. Authorized personnel will be determined by the manager of the department(s) responsible for such files.

At no point will any information contained within any of the employees' files be communicated publicly without the prior written consent of the employee, unless required by law or as permitted under the Freedom of Information and Protection of Privacy Act.

- 2.2 Employees shall be allowed to review their files with the exception of any documentation that would violate the confidentiality of another employee. Employees may challenge the accuracy of documentation in their personnel file(s), request that corrections be made, and request that a written note of their comments be added as an annotation to the documentation. The County may refuse any such challenge or request. Employees may request copies of documentation included in their personnel file(s). The County may refuse to provide the employee with the requested information, if it relates to the confidentiality of another employee or individual. Employees who wish to review their files must submit a request to view the files a minimum of two (2) business days prior to the date of review (to ensure adequate time is available for Human Resources to facilitate the review). Employees must be accompanied by a Human Resources representative while viewing their file(s).
- 2.3 Any former employee of the organization who requests access to their personnel file(s) must do so through the Manager of Human Resources and provide photo identification. Personnel files are the property of the County and the organization reserves the right to deny any former employee access to the information.

- 2.4 Any third party that requests access to any personnel file(s) must provide photo identification and written authorization stating that they are permitted by the employee to review their file(s). The organization will also need direct approval from the employee in order to comply with privacy regulations.
- 2.5 All information maintained in personnel files is the sole property of Lac La Biche County. The removal of any documentation or information from personnel files by employees or third parties is strictly prohibited.

3.0 Management Responsibilities

Any documentation that must be placed in an employee file must be forwarded to the Human Resources department, and the Employee should be notified that the documentation is being placed in his/her file, and the nature of the documentation.

4.0 File Maintenance

In maintaining personnel files, the following guidelines apply:

- Information regarding employment status shall be kept on file.
- Information placed in the file will be accurate.
- All information placed in the employee Personnel Files will be maintained for a minimum period of three (3) years after the employee's last date of employment with Lac La Biche County.
- All information placed in employee Payroll Files will be maintained for a minimum period of seven (7) years after the employee's last date of employment with Lac La Biche County.

4.1 Personnel File Content

Documents stored in personnel files shall include (but not be limited to):

- Resume;
- References;
- Current personal information, including address, phone number, etc.;
- Employment agreement or offer letter;
- Family emergency contact form;
- Human Resources Policy and Procedure manuals signed Acknowledgement and Agreement Form;
- Documented disciplinary actions;
- Documentation of grievances filed by the Employee;
- Performance reviews;
- Performance improvement plans;
- Career planning documentation;
- Attendance records;
- Accident / incident report forms involving the employee;
- Records of recognition / commendation;

- Medical documentation for any required absence(s);
- Worker's Compensation Insurance claim forms;
- Accident / incident forms resulting in an injury to the employee;
- Functional abilities forms required in any Return to Work (RTW) process;
- Documentation regarding forms of reasonable accommodation required as part of any RTW process;
- RTW plans, including documentation of any updates or dialogue during this period.

4.2 Payroll Files Content

Documents stored in payroll files shall include (but not be limited to):

- Employment history, citing dates of positions held and levels of compensation;
- Employment agreement or offer letter;
- Tax forms;
- Records of taxable benefits;
- Records of contractual bonuses, incentives, or salary increases;
- Records of accrued sick leave, vacation, and overtime;
- Documentation of rewards / bonuses;
- Compensation records;
- Commission records (where appropriate);
- Records of any loans / advances granted with appropriate repayment information.

5.0 Employment Verifications from outside Organizations

The Manager of Human Resources, or a designated representative thereof, will provide, to *bona fide* agencies responsible for extending credit, verification of the following information provided the Employee has provided prior authorization to disclose this information:

- Employment (past or present) and dates thereof;
- Status of employment (permanent, term, seasonal, probationary, casual, contract, full-time, part-time);
- Position title;
- Basic salary.

In all cases, however, prior to the release of this information, the Manager of Human Resources, or a designated representative thereof, will verify that the request originates with a *bona fide* agency. The procedure to be followed is:

- Human Resources staff will accept requests for information but will not immediately release the information;
- Human Resources staff will re-contact the requesting agency and, in so doing, will verify the source of the request;
- Information will be supplied only on satisfactory identification of the agency as a *bona fide* credit-extending agency.

6.0 Professional and Academic Records

Employment information may be provided by the responsible General Manager, the Manager of Human Resources, or by the Chief Administrative Officer, to a professional or academic organization, provided the employee authorizes the release of such information.

This information should be for the purpose of:

- Verification of employment;
- Confirmation of professional status;
- Registration in a professional organization.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Classification of Work Relationships Standard Operating Procedure PROCEDURE NO: CS-03-014-12

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-014 AMENDMENT DATE:

1.0 Definitions

Lac La Biche County recruits employees into one of the following classifications of work relationships:

- a) **Permanent Position** - means a position which has been created to fill an ongoing administrative, professional or operational requirement in the County. Permanent positions have no definite term of existence and may be of two types:

- i) **Permanent Full-time** - means a position in which the incumbent works the regularly-scheduled daily and weekly hours of work for the department in which the position is located.

Administrative Support and Managerial Staff regularly scheduled hours of work are based on a 7 hour work day/35 hour week. The normal work week shall be Monday to Friday, inclusive.

Maintenance, Construction, Community Services and Field Staff, below Manager Level regularly scheduled hours of work are based on an 8 hour work day/40 hours per week.

- ii) **Permanent Part-time** - means a position in which the incumbent works less than the regularly-scheduled daily and weekly hours of work for the department in which the position is located.

- b) **Term Position** - means a position which has been created to fill a provisional administrative, professional or operational requirement of **three consecutive months or more in duration** in the County. Term positions are intended to be used in cases such as to meet manpower needs in relation to external grant/project funding or to provide cover off for employee leave of absences. Term positions have a specified fixed end date or event, at which time the term employee's employment will automatically end without notice, payment in lieu of notice or any further obligations. Term positions may be of two types:

- i) **Full-time Term** - means a position in which the incumbent works the regularly-scheduled daily and weekly hours of work for the specified term of the position in the department in which the position is located.

- ii) Part-time Term - means a position in which the incumbent works less than the regularly-scheduled daily and weekly hours of work for the specified term of the position in the department in which the position is located.
- c) **Seasonal Position** - means a position which has been created in Lac La Biche County to fill a periodic administrative or operational requirement, usually associated with either the spring/summer or fall/winter seasons. For seasonal positions there may be an opportunity for seasonal employment to be resumed at the commencement of the new season. However, the County can offer no guarantee that such employment will be available or, if available, whether past seasonal employees will be the successful applicants. As a result, seasonal positions have a specified term of existence which will automatically end with no requirement for notice, payment in lieu of notice, or consideration of rehiring in subsequent seasons. Seasonal positions have a specified term of existence and may be of two types:
 - i) Full-time Seasonal - means a position in which the incumbent works the regularly-scheduled daily and weekly hours of work for the specified term of the position in the department in which the position is located.
 - ii) Part-time Seasonal - means a position in which the incumbent works less than the regularly-scheduled daily and weekly hours of work for the specified term of the position in the department in which the position is located.
- d) **Other Forms of Work Relationships** - means a type of work relationship with Lac La Biche County which is not addressed in sections, inclusive, above. These forms of work relationships include:
 - i) Casual Employment - means employment for a period of less than three consecutive full months and includes situations where casual employees are called in for short periods of time on an as-needed basis. Such employment may be full-time (incumbent works the regularly-scheduled daily and weekly hours of work in the department in which the position is located) or part time (incumbent works less than the regularly-scheduled daily and weekly hours of work for the specified term of the position in the department in which the position is located). This definition shall also include employees that are called in for short periods of time (usually a few days at time or less) on an as-needed basis.
 - ii) Volunteer Work Relationship - means the provision of uncompensated assistance to Lac La Biche County, where the County specifies the tasks and performance standards and has care and control over the work output, but for which the volunteer receives no regular remuneration. Volunteers are not employees of the County. For further clarification of such employment relationships, please refer to the following policies which discuss the Lac La Biche County Firefighters: Lac La Biche County Fire District Standard Operating Procedures and Policies, Lac La Biche County Fire District Standard Operating Guidelines, Volunteer Firefighters Remuneration Policy, and Volunteer Firefighters Travel & Subsistence Policy.

iii) Temporary Promotion (Acting Incumbency)-

Should Lac La Biche County **formally appoint** a staff member to temporarily undertake the duties of a position which falls within a higher salary grid of the employees' current position for a minimum of 30 working days, the employee may receive acting pay. Acting pay is not automatic and must be initiated and approved by the employee's General Manager, using the "Two Up" procedure. Factors which will be considered in determining acting pay will include, but may not be limited to the length of the acting role and the scope of responsibility/duties expected of the employee accepting the role.

2.0 Procedure:

2.1 Term Position Reviews

All term positions that have been in place for more than one year will be reviewed by the CAO to determine if the term should be extended or if the conversion of the position to permanent status is appropriate.

2.2 Position Classification Process

Lac La Biche County utilizes a Job Evaluation System. The Job Evaluation System consists of two inter-related components:

- a) The Structured Questionnaire which is used to collect information about the responsibilities and related demands of positions within the organization;
- b) The Job Evaluation Plan. This component is a quantitative, analytical (point rating) structure used to determine the hierarchy of positions within the groups of positions, based on an assessment of the levels of complexity among those positions. The plan consists of an introduction, structural outline, and point rating scales with a related rating guideline where necessary.

All methods of job evaluation require the orderly collection of information and the objective exercise of judgment so that classification decisions are made.

2.3 Position Classification Appeal Process – Job Evaluation System

A Lac La Biche County Employee who wishes to appeal the allocation of his/her position to a particular pay level may do so by making a written request to the responsible General Manager or to the Manager of Human Resources. In the case of an employee reporting directly to the Chief Administrative Officer, the appeal should be made to the Manager of Human Resources or directly to the Chief Administrative Officer.

The written appeal request should include:

- action requested; and
- explanation of the reasons supporting the request for a review.

Steps in the Classification Appeal Process are as follows:

a) Step One

- The appellant shall submit the written appeal request, as described to the responsible General Manager or to the Manager of Human Resources;
- The responsible General Manager and the Manager of Human Resources shall review the appeal, add comments respecting the validity of the appeal and whether or not it is supported, and shall submit the appeal and comments to the Chief Administrative Officer within ten working days of receipt of the appeal from the employee.

b) Step Two

- The Chief Administrative Officer shall review the appeal, a current copy of the position description and the General Manager's and/or the Manager of Human Resources comments and shall reach a decision regarding the classification of the position in question. The Chief Administrative Officer may consult with any employees or specialist resources deemed necessary to develop the response.
- The Chief Administrative Officer shall, within ten working days of receipt of the appeal from the General Manager and the Manager of Human Resources, inform the appellant in writing as to the decision, and shall provide a copy to the Manager of Human Resources and the responsible General Manager.

The Chief Administrative Officer's decision shall be final and binding.

The Manager of Human Resources shall take any necessary administrative action flowing from the Chief Administrative Officer's decision.

No further appeals may be accepted from an appellant until:

- significant changes have occurred in the duties, responsibilities or reporting relationship of the appellant's position, and;
- a review of these changes to the position has been carried out under the provisions of Section 2.0 of these policies.

At the discretion of the employee, the appeal may be dropped at any point in this process.

Length of service, position in the salary range, market conditions and employee performance are NOT matters which may be dealt with through the Classification Appeal process.

2.4 Protection for Complainants

Implicit in this procedure is the stipulation that Lac La Biche County does not tolerate reprisals against an employee or volunteer who may make use of the County's appeal processes.

Verified violation of this provision may result in disciplinary action, up to and including dismissal.

3.0 Administrative Appeal Process

Where a dispute arises over the interpretation, meaning, operation or application of any term or condition of employment, with the exception of the classification of a position, an employee or volunteer may seek redress through this process.

Steps on this Administrative Appeal Process are as follows:

- a) Step One: Within 15 working days of having become aware of the issue to be appealed, the employee shall discuss the issue with the responsible General Manager or with the Manager of Human Resources in an attempt to resolve the matter. The responsible General Manager or the Human Resources Manager shall respond within five working days.
- b) Step Two: Failing a satisfactory resolution of the matter at Step One, the employee may, within five working days of notification of the decision at Step One, put the appeal in writing. The written appeal should be submitted to the Chief Administrative Officer.
- c) Step Three: The Chief Administrative Officer will review the matter and will render a decision, in writing, within five working days of the receipt of the written appeal. A copy of this decision shall be provided to the Manager of Human Resources and to the responsible General Manager.
 - The decision of the Chief Administrative Officer shall be final and binding.
 - Notwithstanding the provisions of Section 3.2 (b), where an employee or volunteer reports directly to the Chief Administrative Officer, the appeal shall be made to the Chief Administrative Officer, who shall reach and communicate a decision, which shall be final and binding.
 - The Manager of Human Resources shall take any administrative action necessary to permit implementation of the Chief Administrative Officer's decision.

Extensions to the time limits set out in this SOP shall be by mutual agreement between the parties.

“Original Signed”

Chief Administrative Officer

November 8, 2013

Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Hours of Work Standard Operating Procedure

PROCEDURE NO: CS-03-014-13

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-014 AMENDMENT DATE:

1.0 Guidelines

1.1 Administrative Support and Managerial Staff:

Regularly scheduled hours of work are based on a 7 hour work day/35 hour week. The normal work week shall be Monday to Friday, inclusive.

1.2 Maintenance, Construction, Community Services and Field Staff, below Manager Level:

Regularly scheduled hours of work are based on an 8 hour work day/40 hours per week. In all cases, scheduled work week and hours of work shall reflect the County's operational requirements. Consequently, unusual or emergent circumstances may, from time to time, require modification of the normal work week and/or hours of work outlined in this policy. There is no guarantee of hours of work per week. The County may implement flex time and a compressed work week.

1.3 Scheduled workday start and finish times (using 24-hour format) are:

- The normal work week for Administrative Support and Managerial Staff will be Monday to Friday, or as scheduled by the General Manager. Exceptions to the Monday to Friday format must be approved under the County's "two-up" approval process. Exceptions to the shift commencement and end times must also be approved under the County's "two-up" approval process.
- Maintenance, Construction and Community Services and Field Staff- 0730 to 1600, OR 0800 to 1630.
- Notwithstanding the above, the noted shift commencement and end times do not apply when there are unusual or emergent situations.
- Notwithstanding the above, the noted shift commencement and end times do not apply to Community Peace Officers, Landfill Operators, Portage Pool, or Bold Center employees.
- Notwithstanding the above, the noted shift commencement and end times do not apply when the responsible General Manager has determined that the work may be more efficiently conducted outside the regularly scheduled work day, in which case 24 hours' notice may be given in the event of such a change in shift start and finish times.

1.4 Mid-day meal breaks:

- Administrative Support and Managerial Staff – unpaid 1 hour.
- Maintenance, Construction, Community Services, Field Staff and Portage Pool employees – unpaid 30 minutes.
- In the case of a compressed work week, mid-day meal breaks may be varied but shall not be less than 30 minutes per day.

1.5 Rest Breaks:

- Two paid 15 minute rest breaks may be taken during the workday, one during the first half and one during the second half.
- One paid 15 minute rest break may be taken during a shift of not less than four hours in duration.

2.0 Portage Pool Shutdowns

There is no guarantee of hours for casual, term or seasonal staff during pool shut down times. The General Manager will review each shut down individually and may consider extra hour options.

Permanent full-time or permanent part-time pool employees will continue to report to the pool as necessary for the shut down, and at the discretion of the General Manager shall be assigned to duties in other departments (within the scope of the employee`s skills and abilities) to fulfill their hours for the duration of the pool shut down.

3.0 Abandonment of Position

- (a) An employee who is absent and does not report to his/her Manager or General Manager as appropriate or equivalent in excess of three regular scheduled working days shall be considered to have abandoned his/her position with Lac La Biche County.
- (b) The employee`s supervisor is required to take reasonable steps to contact the employee in an effort to determine the reason for the absence. The Manager of Human Resources may provide assistance.
- (c) The Chief Administrative Officer has the sole authority to declare an employee to have abandoned their position based on the information provided to him/her by the supervisor and the Manager of Human Resources. Notification of abandonment of position is just cause for termination and will be made in writing and sent to the employee`s home via registered mail.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Flex Time Standard Operating Procedure

PROCEDURE NO: CS-03-014-14

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-014 AMENDMENT DATE:

1.0 General Guidelines

No flex time arrangement shall have a negative impact on the performance of the employee, or adversely affect the performance of any other employees. Also, some departments may be unable to offer flexible hours for some positions and/or during certain times of the year.

Employees who have been subject to any disciplinary actions in the previous 90 work days shall not be eligible for flex time or compressed workweek schedules.

The employee must demonstrate a high level of performance on the job and provide logical and feasible rationale for the requirement of flex time or compressed workweek scheduling (e.g. participation in a car-pooling arrangement, restrictions made by necessary child-care arrangements, traffic issues for commuters, etc.).

Regardless of an employee's ability to meet all eligibility requirements, it may not be possible to accommodate all requests for flex time or compressed workweek schedules, based on organizational needs.

Flex time arrangements are recognized as temporary agreements that may be terminated by either the County or the Employee with reasonable notice. A minimum two week period will be considered reasonable notice.

At the discretion of the Chief Administrative Officer, a compressed work week may be approved for an individual, a department, a portion of a department or the organization as a whole provided that such a change will enhance service to County customers or meets an organizational strategic objective (such as employee retention). In the case of a compressed workweek schedule, the work days and hours agreed upon must not affect the County in a negative manner (i.e. customer needs are not able to be met).

The County reserves the right to immediately return an employee on any flex time or compressed workweek schedule to their standard schedule at any time in the event that the new schedule has adversely affected their ability to perform normal job functions, or if County circumstances change such that a return to a standard schedule is necessitated.

2.0 Procedure

All requests and agreements pertaining to flex time or compressed workweek schedules must respect and adhere to the following:

- A request for an alternative work schedule must be submitted in writing using the ``Two-Up`` approval process. If the Employee is not satisfied with the decision, the Employee can appeal to the Chief Administrative Officer. The Chief Administrative Officer will have the final and binding decision.
- The decision pertaining to the Employee's request will be provided to the Employee in writing. A copy of this document will be placed in the Employee's personnel file.
- An agreement under this procedure must include a start and end date. Any changes to those dates require another written agreement.
- An unpaid lunch must be scheduled for a minimum of 1/2 hour each working day.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Overtime Management Standard Operating Procedure PROCEDURE NO: CS-03-014-15

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-014 AMENDMENT DATE:

1.0 General Guidelines

Overtime worked by County staff shall be for the sole purpose of meeting Lac La Biche County's operational requirements.

Employees may at any time be asked to work overtime to maintain workflow or to meet other business demands. Employees are expected to be available for a reasonable amount of overtime work when requested. Managers will schedule overtime with as much advance notice as possible.

Paid leave (holiday, vacation or sick time) may not be used towards overtime. Extra time worked at the employee's discretion, or without supervisory approval (working through lunch or breaks, arriving early or staying late), may not be used towards overtime.

2.0 Procedures

2.1 Authorization for Overtime

All overtime worked by an employee needs to be pre-approved by their immediate supervisor. Employees may not be compensated for any unauthorized overtime worked.

2.2 Eligibility for Overtime Compensation

The Chief Administrative Officer, General Managers and Managers (or any other position that would be classified as a managerial level position or higher) shall not ordinarily be eligible for overtime pay.

2.3 Overtime Compensation

Employees who work hours in excess of their regularly scheduled hours per day shall be compensated as follows:

- (i) When required to work overtime due to organizational needs, overtime will be compensated at one and one half times the employee's normal hourly wage rate. Said overtime can be paid out or be taken off as time off with pay. Such time off must be provided, taken and paid within three months of the end of the pay period in which it was earned. To use the accumulated time, a request for time off must be made to the employee's supervisor and approval is subject to departmental workload.
- (ii) When an employee requests to work overtime for their own benefit, such as to work the equivalent of their regular work hours in a shorter period

than their regular work week (i.e. the employee works 40 hours Monday-Thursday instead of Monday-Friday, so that they can have Friday off), the employee and their supervisor must adhere to an Overtime Agreement. The Overtime Agreement is a contract between the employer and the employee that establishes rules for wages that the employee receives when working overtime. When an employee requests an overtime agreement, overtime or time off with pay in lieu of overtime pay can only be accrued at straight time and must be paid out or days off taken within thirty days of the end of the pay period in which it was earned.

Employees may accumulate compensatory time off to a maximum of 5 working days at any one time. Time off with pay in lieu of overtime pay, **in excess of a bank of five days of such accumulated overtime**, will be paid out at the applicable rates.

Accumulated time off with pay, with the approval of the responsible General Manager, may be used in instances when inclement weather interferes with County construction or maintenance projects.

Staff overtime shall be recorded using the appropriate County timesheet.

Should any changes be made to the Provincial Employment Standards Code, such that the Code's overtime provisions exceed those in place for County staff, the County will compensate overtime in accordance with the revised provisions of the Employment Standards Code.

2.4 Time-off in Lieu of Overtime Compensation for Management Staff

Although not entitled to overtime pay, the Chief Administrative Officer, General Managers and Managers are given (8) eight days of additional time off with pay in each calendar year. These eight days are granted at the beginning of each calendar year.

This additional time off is in recognition of the requirement for staff in these positions to work longer than regularly scheduled hours. This recognition is not intended to be awarded on an hour-for-hour basis.

2.5 On-Call and Call-Out Pay

Eligibility: Notwithstanding the overtime provisions set out above, employees who are **officially designated** in writing as 'on call' for their Department shall be eligible for compensation under this Section.

On-Call Compensation: A Lac La Biche County employee who is **officially and formally designated** as being "On Call" for a Department is eligible to receive payment as follows:

- Evenings during the normal work week - \$25.00 per day.
- Weekends, General and Declared Holidays - \$50.00 per day.

Call-Out Compensation: A Lac La Biche County employee who is officially designated as "on call" in writing and who is actually called-out for service shall receive a minimum of three hours pay at one and one half times the employee's regular hourly wage rate or actual time worked, whichever is greater.

Incidents which require the employee to be at the incident site for more than three consecutive hours shall be compensated, at one and one half times the employee's regular hourly wage, for any time in excess of three hours which is required to resolve the issue.

All employees officially designated in writing as being "on call" must respond within 15 minutes of being called out.

3.0 Abuse of Overtime

Employees who do not gain approval before working overtime hours may be subject to discipline. Subsequent offences may result in disciplinary action, up to or including termination. Supervisors who authorize overtime on a regular basis where, as determined by the County, such overtime was not necessary will also be subject to discipline up to or including termination.

"Original Signed"
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Absenteeism Management Standard Operating Procedure PROCEDURE NO: CS-03-014-16

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-014 AMENDMENT DATE:

1.0 Guidelines

The County recognizes that regular and prompt attendance is a pre-requisite to the achievement of organizational goals and acknowledges the need to address absenteeism in an equitable, constructive, proactive and sensitive manner. The goal is to address and/or correct absenteeism and attendance issues before they become counterproductive and/or disruptive to the organization.

While the County values good attendance, it accepts that from time to time, legitimate illness or injury will prevent an employee from working. The County considers this to constitute "innocent absenteeism".

Employees who are chronically absent or tardy adversely affect our productivity and staff morale, thus diminishing the quality and level of normal business operations.

An employee is considered absent if he or she does not attend work as scheduled, regardless of cause.

2.0 Procedures

2.1 Disciplinary Action

Unexcused and/or unauthorized absences will result in the employee forfeiting his or her pay for the duration of the absence. Employees will not be allowed to apply for paid illness benefits following the unexcused absences.

Excessive absenteeism or violation of this procedure and related policy will be subject to progressive discipline.

For more information on the process, please review Lac La Biche County's Progressive Discipline Policy and Procedures.

2.2 Employee Responsibilities

Each employee is responsible for notifying his or her supervisor/manager of absence for each period of time that the absence occurs, regardless of cause. Each employee is also responsible for reporting when he or she is likely to return to work. Absences without excuse will not be tolerated and are subject to progressive discipline action.

When an employee is absent for three (3) or more consecutive working days without notification, this will be considered job abandonment and, as such, the Employee may be terminated for just cause.

The County will use discretion when determining if the absence warrants dismissal.

An employee who does not intend to report to work because of illness (or any other reason) must notify his or her immediate Supervisor, Manager or General Manager (in this order) by telephone within 30 minutes of his/her regularly scheduled starting time. Failure to provide required notification of any absence whatsoever may result in disciplinary action.

An Employee who is unable to contact their Supervisor, Manager or their General Manager in this period of time should make every effort to make the required contact at the first available opportunity. An Employee must have a justifiable reason for failing to notify their Supervisor, Manager, General Manager not later 30 minutes after their scheduled shift commenced.

An employee who is absent for more than three (3) consecutive working days for medical reasons, is required to submit a note from a licensed physician or medical practitioner, that includes the following information:

- The date the Employee was seen by the medical practitioner;
- The medical practitioner's opinion as to the nature of the illness but not the diagnosis;
- The dates the Employee was absent from work; and
- The date the Employee is expected to (or did) return to work.

Failure to provide a note from a licensed physician within the time required by this procedure may result in disciplinary action.

An employee who is absent due to a work-related illness or injury or that was absent under short or long term disability due to personal injury or illness is required to submit a Fit for Work form from a medical practitioner prior to returning to work.

Employees are entitled to 6 paid casual sick days per calendar year. These sick days may not be carried over from year to year. Any employee who has been absent due to illness or injury for more than 10 days per calendar year may have his/her attendance record reviewed, He/she may be required to submit a physician's note or other medical evidence to validate additional sick days registered for that year.

Abuse of sick days will not be tolerated. Supervisors and managers have been instructed to remain vigilant if the following sick leave patterns, particularly if the patterns are chronic and/or persistent, such as:

- Absence on weekends, Saturdays or Sundays where the employee is scheduled to work;
- Absences during the day before and/or the day after scheduled vacation day(s) or statutory holiday(s);
- Absences during the day immediately following a pay day;

- Absences where an employee calls in sick immediately after another sick day has accrued;
- Situations where the absence(s) coincides with desirable days off.

Unacceptable attendance includes (but is not limited to) unexcused or persistent early departures during scheduled working hours, abuse of established sick leave benefits, or tardiness.

Unapproved early departures are not tolerated and will be subject to progressive discipline. Employees must receive approval from their manager prior to leaving early. In emergency situations the employee must email or call the manager and provide details surrounding the departure.

Late arrivals and early departures that display a pattern will be subject to progressive discipline. Employees are considered tardy if they arrive to work ten (10) minutes (or more) later than their scheduled start time.

3.0 Exceptions

Exceptions to this SOP include approved absences such as Maternity/Parental Leave, Jury Duty, and other pre-approved absences such as attendance of professional development activities.

Absences approved under the provision of Federal and Provincial law, and absences approved for the purpose of complying with military requirements, will not be considered as an unscheduled, unapproved, or unexcused absence.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Telework Arrangements Standard Operating Procedure PROCEDURE NO: CS-03-014-17

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-014 AMENDMENT DATE:

1.0 General Guidelines

The County recognizes telework as a work option that may meet a variety of interests including, but not limited to, enhancing employee productivity and satisfaction, reducing commute trips and addressing space restrictions.

The County recognizes that some roles and individuals will benefit either more or less from teleworking. Telework is not a universal privilege, and will be arranged on a case-by-case basis between individual employees and their respective supervisors. Decisions with respect to telework will be made based on the individual circumstances.

Subject to approval by the Employee's General Manager, an employee may be eligible to work from home or another location. Telework arrangements shall not alter other terms and conditions of employment, and all employees are required to comply with the County's policies, practices and procedures, including all policies with respect to sick leave, overtime, vacation and hours of work.

Work products developed or produced by the Employee while telecommuting remains the property of the County.

In the event that it is determined that any employee working in a telework arrangement has decreased their level of performance, the County shall review the arrangement to determine whether or not the working arrangement shall continue. All telework arrangements are at the discretion of the County and the telework privilege may be revoked for any reason and without notice, including due to a reduction in productivity or the quality of the employee's work. In the event that a telework arrangement is terminated, the employee is required to attend at his or her physical work location as it existed before the telework arrangement commenced.

2.0 Procedure to Request a Telework Arrangement

Employees wanting to request a telework arrangement are to submit their request in writing using the County's "Two-up" procedure. The request must state the rationale for the request and any other pertinent information. Permission to telework is subject to prior approval and ongoing review.

The request will be reviewed by supervisors determined in the "Two-up" process in consultation with the Manager of Human Resources and any other appropriate resources to determine eligibility, feasibility and requirements.

The County reserves the right to approve or decline the application at the sole discretion of the County. The arrangement may be revoked without advance notice at the discretion of the County.

3.0 Performance Management during a Telework Arrangement

County employees engaged in telework arrangements must:

- Be expected to meet pre-determined performance levels, goals and objectives which will be reviewed by the employee's supervisor on a regular basis. Supervisors shall arrange to conduct progress meetings to discuss performance levels. Failure to meet performance expectations may result in a termination of the telework arrangement, and/or disciplinary action up to and including termination of employment.
- Agree to stay current on department and work group events and facilitate communication with customers, stakeholders and co-workers who may be affected by the Employee's telework arrangement.
- Agree to keep the supervisor informed of progress on assignments worked on at the alternate work site and any problem encountered while teleworking; and
- Attend, at the County office, meetings as directed by his or her supervisor. The Supervisor agrees to facilitate communication within the work group.

4.0 Equipment and Office Supplies

The County will provide appropriate materials, equipment and supplies for the Employee to perform his/her work duties. County-owned resources may only be used for County business. The employee is responsible for ensuring all items are properly used.

The Employee agrees to take reasonable steps to protect any County property from theft, damage or misuses including maintaining data security and record confidentiality to at least the same degree as when working at the regular County worksite. The Employee may not duplicate County-owned software and will comply with the licensing agreements for use of all software owned by the organization. Depending on the circumstances, the Employee may be responsible for any damage to or loss of County property must ensure that any personal information in his or her possession is secured, and must comply with the provisions of the *Freedom of Information and Protection of Privacy Act*.

When the Employee uses personal equipment, software, data, supplies, and furniture, the Employee is responsible for maintenance and repair of these items unless other arrangements have been made in advance and in writing with the Supervisor. The County assumes no responsibility for any damage to, wear of, or loss of the Employee's personal property.

The Employee agrees to return, in good working order and in a timely fashion, all County owned items used at the alternate worksite upon request, or if the telework agreement is discontinued for any reason, or if the Employee's employment ends (for any reason).

5.0 Telework Site Safety and Ergonomics

The Employee and the County agree to work together to ensure that the alternate worksite is safe and ergonomically suitable. The Employee is responsible for maintaining his or her work area in a

safe and secure condition, including keeping children family members or pets away from the working area.

A County designate may make on-site visits to the Employee's telework site, at a mutually agreed upon time, to ensure that the designated work space is safe and free from hazards and to maintain, prepare, inspect or retrieve County-owned equipment, software, supplies and furniture.

The Employee will be covered by Workers' Compensation for job-related injuries that occur in the course and scope of employment while teleworking. The Employee remains liable for injuries to third parties and/or members of the Employee's family on the Employee's premises. The Employee agrees to ensure that his or her personal insurance policy covers personal and County-owned equipment used for business purposes. The Employee must advise his or her home insurer that he or she will work from home. The Employee must provide evidence of adequate home insurance upon the request of the County.

“Original Signed”

Chief Administrative Officer

November 8, 2013

Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Retirement Planning Standard Operating Procedure PROCEDURE NO: CS-03-014-18

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-014 AMENDMENT DATE:

1.0 General Guidelines

Lac La Biche County recognizes normal retirement age to be 65 years old, with the understanding that there is no mandatory retirement age. If an employee intends to continue to work beyond age 65, he/she is requested to advise his/her supervisor.

2.0 Procedure

Employees are eligible to choose retirement under the Local Authorities Pension Plan. Employees are encouraged to contact Lac La Biche County's Pay & Benefits Coordinator to discuss the pension program.

Employees considering retirement should discuss the matter with their supervisor, manager or General Manager and Human Resources at least 6 (six) months prior to the intended date in order to ensure sufficient time for workforce planning and preparation of the necessary paperwork.

Payroll can provide an estimated calculation of pension income and discuss whether benefit coverage provisions are available for retirees.

Once the retirement date is established, the Employee is to ensure a signed letter confirming retirement is provided to Human Resources for appropriate action.

3.0 Retirement Allowance

Lac La Biche County will provide a lump sum payment to employees who meet the eligibility criteria in recognition of their service to the residents of Lac La Biche County.

This lump sum can be paid directly to the Employee, or, all or a portion can be placed into a R.R.S.P. in accordance with Canada Customs and Revenue Agency's regulations and the wishes of the employee.

In order to qualify for a retirement allowance, employees must:

- be a permanent, full-time employee of Lac La Biche County as of the date of retirement;
- not be on long term disability insurance;
- be age 55 or older as of the end of the current fiscal year;
- retire on or before the end of the current fiscal year; and
- have worked for the County, and/or one of the municipalities which were amalgamated to form the municipality of Lac La Biche County, continuously for 15 or more years.

An employee receiving benefits under this program will not be eligible for re-employment at Lac La Biche County for a period equal to the number of weeks over which the retirement allowance would have been received as salary. For example, if the amount received is equal to eight weeks salary, the employee would not be eligible for re-employment at Lac La Biche County until eight weeks after the retirement date.

If the County has arranged ongoing full-time employment with any other organization for an employee, that employee is not eligible for this program.

Eligible employees who are entitled to benefits under this program will receive the following allowance based on years of consecutive service:

15 Years	20% of their current salary/wages
20 Years	25% of their current salary/wages
25 Years	30% of their current salary/wages
30 Years	37% of their current salary/wages
35 Years or More	45% of their current salary/wages

This program is not available to an employee who has been dismissed for just cause by Lac La Biche County.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Termination Process Standard Operating Procedure PROCEDURE NO: CS-03-014-19

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-014 AMENDMENT DATE:

1.0 Procedure

1.1 Voluntary Termination

Voluntary terminations are due to voluntary resignations by the Employee or job abandonment:

- i) “Job abandonment” shall be defined as the failure to report back to work after three consecutive business days missed without prior notification to the employee's supervisor or manager.
- ii) Resignations will be confirmed by Human Resources, in writing, and will be binding on the Employee and the organization and cannot be changed except by mutual agreement.

Lac La Biche County requests, as a courtesy, that employees voluntarily resigning from their position give at least two (2) weeks' written notice to allow the County time to find a suitable replacement.

In the event of a voluntary termination of employment, managers should attempt to retain the Employee if it is in the best interests of the organization. If this is not possible, the Manager shall attempt to determine the Employee's specific reason for leaving through the exit interview process as per policy and procedure.

1.2 Involuntary Termination

Involuntary terminations are generally due to unsatisfactory performance, misconduct, layoffs due to reduction or reorganization of the workforce, permanent disability where the employee is unable to perform his or her job duties, or failure to meet the expectations of the County. The County reserves the right to terminate an employee with or without cause and with or without prior written notice in accordance with applicable laws.

The County will take an employee's service record into consideration prior to any involuntary termination. In the event that the Employee has previously proven to be a valuable County asset, alternative options may be explored such as the possibility of a demotion or transfer.

Any or all of the notice period, should it be paid out as a lump sum, must include vacation pay on top of wages owed. County benefits otherwise enjoyed during employment must continue for the duration or timeline of the notice period, the same as if the employee had been employed in the workplace during this time.

2.0 Notice Periods upon Termination of Employment

Lac La Biche County may terminate the employment of an employee by providing the Employee with notice, or pay in lieu of notice, according to, unless otherwise agreed, the current Employment Standards Code. The amount of notice or payment in lieu of notice under the Employment Standards Code shall constitute a reasonable period of notice.

Lac La Biche County will notify term, casual and seasonal employees of the expected termination of employment, at the commencement of employment and will make a reasonable effort to advise these employees one week before the end of the term of employment. No notice, or pay in lieu thereof, as set out in the Employment Standards Code will typically be required in such cases.

Also, as stated under the Employment Standards Code, an employee who is terminated for just cause is not eligible for notice, or pay in lieu thereof.

With the exception of termination of employment due to layoff, permanent disability, position elimination, lack of work or other non-performance related rationale, if an employee is involuntarily terminated, he/she may not be eligible for rehire. If an employee is rehired, and has failed to disclose a previous involuntary termination at Lac La Biche County, the Employee may be terminated for falsification of employment records.

In all categories of termination, the Employee will be paid all accrued, unused vacation pay accrued up to the last date of employment. The Employee will receive his/her final paycheque in accordance with the Alberta Employment Standards Code.

3.0 Employee Benefits

3.1 Health and Dental Coverage / Insurance

All health and dental coverage or insurance will be stopped on the last day of employment or of the notice period, unless otherwise agreed upon in a written separation agreement.

3.2 Short and Long-Term Disability

Short and long-term disability insurance will be stopped on the last day of employment or of the notice period.

3.3 Life Insurance

Life insurance will be stopped on the thirty first (31st) day following the last day of employment, pending the employee signing a conversion form (administered through payroll).

3.4 Severance Pay

Severance pay is pay above any compensation available in lieu of notice of termination under the Employment Standards Code. Severance pay is granted at the discretion of the

County. In the event that severance pay is granted, it shall be based on the length of service given to the County, level of responsibility, and the rationale for separation. No employee is entitled to severance pay upon termination, unless otherwise stated in an employment contract.

4.0 Employment Agreements-Terms of Termination

Lac La Biche County managerial employment agreements may contain specific terms in relation to employee termination, benefits and severance pay, which may vary from the procedures outlined in 1.0, 2.0 and 3.0 above, but will abide to the standards (at a minimum) outlined in the Employment Standards Code.

5.0 Responsibilities

5.1 The Employees

Employees are expected to return all County property, including (but not limited to) keys, uniforms, security passes and identification.

5.2 The Supervisor

It is the responsibility of the immediate supervisor to ensure that staff members leaving the organization return all items which are the property of the County.

When possible, termination should be verbally communicated to the Employee. Supervisors will inform the Employee of the rationale for their termination of employment. In ALL cases, employees should receive a formal letter of termination from Human Resources, as quickly as possible. The letter should indicate the effective date of termination based on the facts and applicable information regarding final pay.

Upon notice of an employee's resignation / termination, supervisors must immediately alert Human Resources to the change in personnel, along with all pertinent information (e.g. reason for leaving, last day of work, special provisions).

5.3 Payroll

Payroll will arrange for and disburse all final monies owing to the Employee and can discuss arrangements with respect to benefits on the last working day.

Payroll will prepare a Record of Employment for the departing employee and fulfill all reporting duties.

5.4 Human Resources

Human Resources, and or the General Manager (or designate) shall supervise the terminated employee's exit-procedure. The procedure is as follows:

- Assist the Employee in gathering his/her personal belongings;
- Collect and ensure the return of all County property;
- If appropriate, conduct an exit interview. The exit interview allows the terminated employee to openly disseminate information pertaining to his/her work experiences at the County. These interviews will be held in confidence. Human Resources shall compile non-identifiable, pertinent

information from exit interviews to create feedback which may be used for future considerations towards County policy and management directives.

6.0 Exit Interview

Lac La Biche County will invite all permanent and term employees who decide to leave Lac La Biche County's employ for any reason to attend a private, confidential exit interview.

Employees are not obliged to attend an exit interview if they choose not to do so.

Interviews for staff reporting to the Chief Administrative Officer will be conducted by an individual to whom the Chief Administrative Officer has delegated the specific accountability.

Exit interviews for staff reporting to the Manager of Human Resources will be conducted by the supervisor to whom the Manager of Human Resources reports.

Exit interviews for seasonal staff shall take place at the discretion of the responsible manager or general manager as appropriate, and, where considered appropriate, will be conducted by the responsible General Manager or designate or Human Resources.

Exit interviews for all other staff, will be conducted by the Manager of Human Resources or designate.

Information obtained during the exit interview will be regarded as confidential to the extent that the source of any comments will not be revealed. However, in the event that during the interview, allegations are made of violations of these procedures or related policy, other County policies, County bylaws, or of Federal or Provincial statutes, statements obtained will be provided to the individual about whom the allegations were made, for their review and response.

The County may decide to act on comments made during the exit interview, but shall do so in a manner which protects the confidentiality of the source when at all possible.

Exit interviews may be conducted using the County's Exit Interview Form. Additional matters may be explored at the discretion of the Interviewer.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY POLICY

TITLE: Lac La Biche County's Employee Conduct Policy	POLICY NO: CS-03-015
RESOLUTION: 13.415	EFFECTIVE DATE: September 24, 2013
LEAD ROLE: Manager, Human Resources	NEXT REVIEW DATE: September 24, 2016
SPECIAL NOTES/CROSS REFERENCE: Procedures: CS-03-015-01 to CS-03-015-17	AMENDMENT DATE:

POLICY STATEMENT:

It is the policy of Lac La Biche County to provide guidelines and procedures to promote employee understanding of what is considered acceptable and unacceptable conduct and behaviour, and to encourage consistency throughout the organization. Employees are expected to govern their conduct and behaviour in a manner consistent with the guidelines set out within this policy and related procedure.

General Statements:

a) Communication with Council

Communication between County Council and employees, pertaining to workplace matters, including the direction of municipal programs and services, shall be through the Chief Administrative Officer.

Councillors may approach General Managers for information purposes only.

Council is not permitted to direct employees in any way.

b) Standards of Conduct

It is the policy of the municipality to promote and ensure appropriate conduct among staff and to facilitate the fair and consistent treatment of all employees.

c) Anti-Harassment

Lac La Biche County is committed to building and preserving a safe, productive and healthy working environment for its employees and does not condone nor tolerate acts of harassment against or by any Lac La Biche County employee.

d) Anti-Discrimination

Lac La Biche County fosters an environment that respects peoples' dignity, ideas and beliefs, as defined by human rights legislation, and does not condone nor tolerate acts of discrimination against or by any individual.

e) Conflict of Interest

Lac La Biche County ensures that our business interests are protected and is committed to the development and adherence to guidelines which assist the County and the employee to assess whether a conflict of interest exists, and to provide guidance on how to manage such situations.

f) Employee Advocacy

Lac La Biche County supports an advocacy process for employees to express concerns with workplace matters.

g) Conflict Resolution Process

Lac La Biche County is committed to providing a workplace free of conflict, where employees are treated with fairness, dignity and respect. The municipality will maintain a fair and efficient procedure for the resolution of staff complaints and problems.

h) Performance Evaluation Process

Lac La Biche County is committed to providing employees with accurate, timely and appropriate informal and formal feedback processes regarding their performance and developmental goals.

i) Progressive Discipline Process

It is the commitment of the municipality to promote and ensure appropriate conduct among staff and to facilitate the fair and consistent disciplinary treatment of all employees.

j) County Sponsored Social Events

Lac La Biche County is committed to outlining the expectations regarding the consumption of alcohol, and employee conduct at County sponsored events, both on and off County premises.

k) Whistle Blowing Process

Lac La Biche County provides a whistle blowing process, encouraging good faith reporting by employees and members of the public of alleged dishonest or illegal activities, ensuring that reports are fully and fairly investigated.

l) Internet and Email Acceptable Use

Lac La Biche County recognized that Internet and Email access are necessary tools and resources for employees to conduct County business. The County will maintain procedures outlining appropriate use of these resources.

m) Social Media Personal Use

Lac La Biche County strives to maintain a positive image in the community and will ensure that employees are aware of their responsibility to maintain a positive image as a representative of the County. The County has established procedures outlining expected appropriate use of these resources.

n) County Owned Property Use

Lac La Biche County understands and supports the necessity of employees requiring the use of County owned property in the course of their regular job duties. In order to meet this need, necessary items will be made available for our employees to ensure their ability to complete all

assigned work in a safe manner. Procedures will be established surrounding the use, maintenance and security of County owned property.

o) Telecommunications Use

Lac La Biche County recognizes that telecommunications devices are necessary tools and resources for employees to conduct County business. The County has established procedures outlining the appropriate use of these resources.

p) Dress Code

Lac La Biche County requires all employees to present themselves in a professional manner, with regard to attire and appearance. Employees are expected to dress according to their departmental guidelines and occupational health and safety policies.

q) Alcohol & Drug Use and Testing

Lac La Biche County is committed to providing a safe, drug and alcohol free workplace.

“Original Signed”

Chief Administrative Officer

November 7, 2013

Date

“Original Signed”

Mayor

November 8, 2013

Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Communication with Council Standard Operating
Procedure

PROCEDURE NO: CS-03-015-01

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-015 AMENDMENT DATE:

1.0 General Guidelines

Lac La Biche County has implemented this SOP to help employees understand the process and procedure for communicating with County Council.

2.0 Procedure

Communication between County Council and employees pertaining to the direction of workplace matters, including municipal programs and services, shall be through the Chief Administrative Officer.

The proper chain of communication is for employees to report issues or concerns to their supervisor who will, in turn, advance the concern to the next level of management as appropriate.

“Original Signed”

Chief Administrative Officer

November 8, 2013

Date

TITLE: Standards of Conduct Standard Operating Procedure PROCEDURE NO: CS-03-015-02

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-015 AMENDMENT DATE:

1.0 Specific Objectives

Lac La Biche County is committed to providing a safe, healthy workplace that promotes a high level of job satisfaction and a respectful, collegial atmosphere. We believe that it is a shared responsibility of all employees to work towards the constant improvement of our workplace. To assist the organization in maintaining an exemplary work environment, we require that all employees conduct themselves in an ethical and professional manner, at all times.

To preserve the core values and business principles that our organization is founded upon, we have compiled a list of unacceptable behavioural actions that have been classified as either:

1. Hazardous to employee safety;
2. Criminal;
3. A negative influence on workplace morale; or
4. Detrimental to the success of our organization.

2.0 General Guidelines

Lac La Biche County reserves the right to discipline and, in certain cases, terminate the employment of any employee who engages in conduct unbecoming of the County's standards, procedures and policies.

Unacceptable behaviours shall include, but not be limited to the following:

- Causing physical harm to another person;
- Threats or harassing behaviour;
- Wilful damage or destruction to County property, or employee property;
- Possession of a weapon while on County premises, or while conducting business on behalf of the County;
- Disorderly, immoral, or indecent conduct;
- Violation of health and safety practices, policies and procedures;
- Theft, including physical and intellectual properties;
- Insubordination;
- Dishonest, illegal or improper business activities;
- Job abandonment;

- The use, possession, sale, manufacture or dispensation of any illegal drug, alcohol, or paraphernalia associated with either;
- Failure to report to management the use of any prescribed drug which may alter the employee's ability to safely perform his/her duties;
- Arriving to work late without providing advance notice and/or without reasonable cause;
- Failure to properly report an absence;
- Failure to meet stated goals, objectives and/or performance metrics required for a position.

3.0 Procedures

Where an employee is unsure as to the extent to which a situation may cause a violation of this SOP, the employee is required to discuss the matter with the responsible General Manager, with the Manager of Human Resources or with the Chief Administrative Officer, preferably before, but certainly as soon after the event as possible.

3.1 Department

No employee shall behave, when engaged in County business, in a manner which brings discredit to Lac La Biche County, or which adversely affects the County's operations and its ability to function effectively in the community.

Services provided to the public by County employees, or dealings between County employees, shall occur without regard to the race, religious beliefs, color, gender, physical disability, mental disability, marital status, age, ancestry, place of origin, family status, sexual orientation or source of income of those persons involved.

3.2 Outside Activities

A County employee may undertake additional activities including employment, self-employment, business, political or other activity, unless this additional activity:

- Causes an actual or apparent conflict of interest with the Employee's employment at the County;
- Is performed so that it appears to have been performed on behalf of the County;
- Interferes with the performance of the Employee's duties for the County;
- Involves the unauthorized use of County facilities or equipment including telecommunications equipment;
- Involves activities which are carried out during the Employee's regularly-scheduled working hours with the County, in which case, the Employee must use vacation time for these activities. Such vacation time will require approvals.

3.3 Acceptance of Favours

Employees of Lac La Biche County shall not accept gifts, favours or services from persons or organizations, since to do so could imply an imbalance in the impartiality which County Employees must demonstrate in their dealings with others. Exceptions are as follows:

- The normal exchange of courtesies (from the County's perspective) between friends or business associates;

- The normal presentation of gifts to persons participating as speakers, resource persons or volunteers for various functions or activities;
- Courtesies extended to staff, as a group, such as in the case of a supplier providing office staff with a box of candy at Christmas.

3.4 Business Dealings with Relatives

No employee shall enter into business dealings, on behalf of Lac La Biche County, with a member of the employee's family, since to do so may give the appearance of an imbalance in the impartiality which County employees must demonstrate in their dealings with others.

For the purposes this procedure, the term "employee's family" shall be consistent with the definition of Councillor's family in Section 169(b) of the Municipal Government Act, RSA 2000, c. M-26 and amendments thereto, and includes the employee's spouse, children, parents and parents of the employee's spouse.

3.5 Smoking

Smoking in Lac La Biche County workplaces is not permitted according to the Tobacco Reduction Act passed by Provincial government legislation, effective January 1, 2008.

3.6 Fundraising and Solicitation

Employees may engage in occasional fundraising and solicitation activities on County premises. Ongoing fundraising and solicitation activities will not be allowed on County premises (such as an employee selling goods for profit). An employee must seek approval from their manager if using any County owned resources for fundraising or solicitation purposes (i.e. posting fundraising efforts on the County Intranet).

Such activity must not interfere with the conduct of County business.

3.7 Public Statements

Employees shall refrain from making public statements which would breach the confidentiality of information to which they might have access as a result of their employment by the County.

Where an employee is concerned about a possible breach of confidentiality, it is desirable that the employee discuss the matter with the responsible General Manager or with the Chief Administrative Officer before any public statement is made.

3.8 Personal Use of County Vehicles and Equipment

County vehicles and equipment may not be borrowed by, or rented for the personal use of an employee, or for the use of a member of that employee's family.

3.9 Possession of a Valid Vehicle Operator's License and Acceptable Driving Record

Where an employee is required by the County to operate a vehicle or piece of equipment for which a relevant license is necessary, or to use the employee's personal vehicle on County business, the County has the right to request the provision of a current Driver's Abstract for the Employee.

Any expense incurred in obtaining this Driver's Abstract should be paid by the employee, and, with appropriate receipts, may be submitted to the County for reimbursement.

3.10 Development of Personal Relationships between Employees

Employees involved in a dating relationship in the same work unit of the County can cause serious conflicts and problems with favoritism and employee morale. Personal conflicts from outside the work environment can be carried over into day-to-day working relationships. This is especially true between an employee and their supervisor.

Should a relationship develop, both partners of the personal relationship are to immediately report such circumstances to their supervisor or to the Manager of Human Resources.

Given the potential for conflicts within such a relationship, these are highly discouraged and the County reserves the right to take measures to deal with the potential conflict of interest which may result, including but not limited to:

- Implement change in reporting relationships including reporting to a different supervisor;
- Reallocation of employee to another department;
- As determined by the severity of the involved relationship, termination of employment to one person involved.

All instances of personal relationships developing between employees will be dealt with on a case-by-case basis.

4.0 Supervisory Code of Conduct

In addition to the guidelines outlined in Section 2 and 3, supervisors in our organization are expected to adhere to the following expectations:

- i. Supervisors must not misuse their authority for personal gain, nor for the benefit of their friends or family members.
- ii. Supervisors must not misuse their authority to inflict unwarranted punitive measures or to show personal favour to subordinate employees, other employees of the County, members of County Council nor any other person.
- iii. Supervisors must exercise the authority given to them for its intended purpose and in a fair and equitable manner.
- iv. Supervisors must treat subordinate and other employees with dignity and respect, including when imposing discipline for performance related concerns.

- v. Supervisors must not favour the interests of particular employees over others, including, but not limited to:
 - Authorizing absences;
 - Providing or requiring personal favours;
 - Providing any gifts or consideration;
 - Advancing promotions or reducing probation periods without critical analysis and rationale documentation.
- vi. Supervisors shall use discretion in disciplining employees and shall abide by the Human Resources Policies and Procedures with respect to discipline and termination.
- vii. Supervisors must consider any concerns raised by subordinate employees and must exercise fair judgement when addressing those concerns.
- viii. Supervisors shall refrain from personal relationships with other employees which could affect, or be perceived to affect, the proper and unbiased execution of the Supervisor's employment duties.
- ix. Supervisors must not disclose confidential business or personnel information to employees, County Council members, or members of the public, except where permitted by law. Supervisors must familiarize themselves with, and abide by, the Freedom of Information and Protection of Privacy Act.
- x. Supervisors must utilize staff meetings, electronic mail, memoranda and other forms of communication as deemed appropriate, to notify all affected staff about important matters or changes in the work unit.
- xi. Supervisors shall accurately and adequately communicate the attitudes and decisions of County Council, even if they disagree with the decision, such that respect for the decision making process is fostered.
- xii. Supervisors are prohibited from delegating those duties which require the judgement and expertise of the supervisor.
- xiii. Having regard for the fact that supervisory employees are often seen by the public as ambassadors for an organization, supervisors are encouraged to:
 - a. Conduct themselves in a manner which reflects their position as a supervisor in a municipality;
 - b. Conduct themselves in a professional manner in public, including refraining from using profanity, uttering insults or using offensive, sexist or racist language; and
 - c. Refrain from making public statements which reflect negatively on the County, County employees or County Council.

- xiv. Supervisors shall not openly support or display materials in support of an individual or political party seeking election at any level of government in the workplace. Any non-workplace political activities must be done in the supervisor's personal capacity and not as an employee of the County.
- xv. Supervisors shall:
 - a) Understand the importance of the separation of the roles of County Council and County Administration, including the statutory basis for such separation in the Municipal Government Act, (Part 6, sections 201, 202, 203, 207 and 208); and
 - b) Understand the unique role played by the Chief Administrative Officer as the sole employee of County Council and as a statutory officer.

5.0 Violations

5.1 Any person who believes that a violation of this policy has occurred shall:

- Raise the issue with his or her supervisor or with the Manager of Human Resources;
- Follow the procedures set out in the Employee Advocacy Policy and Procedures; or
- File a complaint pursuant to the Whistle-Blowing Policy and Procedures.

5.2 Employees who violate this procedure may be subject to disciplinary action.

“Original Signed”

Chief Administrative Officer

November 8, 2013

Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Anti-Harassment Standard Operating Procedure

PROCEDURE NO: CS-03-015-03

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-015 AMENDMENT DATE:

1.0 Definitions

Harassment: Any behaviour that demeans, humiliates, threatens or embarrasses a person, and that a reasonable person should have known would be unwelcome. It includes actions (e.g. touching, pushing), comments (e.g. jokes, name-calling), or displays (e.g. posters, cartoons). The conduct may occur on a one-time basis or in a continuing series of incidents, by word or act, including a communication, gesture, display, behaviour or touch.

Harassment can also occur when an individual is in a vulnerable position because he or she is in the minority - the only woman, member of a visible minority, aboriginal person or person with a disability - and is, for example, ostracized by colleagues.

Disrespectful Behaviour: Involves unwelcome behaviour that demeans or embarrasses an employee.

Sexual Harassment: Includes offensive or humiliating behaviour that is related to a person's sex, as well as behaviour of a sexual nature that creates an intimidating, unwelcome, hostile, or offensive work environment, or that could reasonably be thought to put sexual conditions on a person's job or employment opportunities. Sexual harassment includes, but is not limited to: crude language and "dirty jokes"; gender-based insults; sexual innuendo and suggestive remarks with sexual overtones; nudity or sexual exposure; propositioning or unwelcome invitations - either direct or indirect; taunting or threatening; non-verbal gesturing or leering; touching, unwanted physical contact or derogatory images; comments about an individual's looks, dress, appearance or sexual habits; persistent and unwelcome flirting; and the requirement to wear sexist, revealing or suggestive clothing. Sexual harassment is frequently more about power than about sex. It occurs in situations where there is unequal power between the parties involved, and is an attempt by one person to assert power over the other.

Abuse of Authority: Occurs when a person uses authority unreasonably to interfere with an employee or the Employee's job. It includes humiliation, intimidation, threats, and coercion. It does not include normal managerial activities such as counseling, performance appraisals and discipline, as long as these are not done in a discriminatory manner.

Appropriate Authority: Any delegated employee who has the authority to make final decisions regarding employees, discrimination claims, and resulting actions. At Lac La Biche County, the Appropriate Authority is defined in the "Authorities for Personnel Management Actions" table.

2.0 General Guidelines

Every employee has a right to:

1. Freedom from harassment in the workplace by the Employer or agent of the County or by another employee;
2. Freedom from harassment in the workplace because of sex by his or her employer or agent of the Employer or by another employee;
3. Claim and enforce his or her rights under this SOP to report and participate in investigations under this SOP and to refuse to infringe a right of another person under this SOP, without reprisal or threat of reprisal for so doing.

It is not the intention of Lac La Biche County's Anti-Harassment Policy or SOP to interfere, prevent or stop free speech with everyday interactions.

Harassment is offensive, insulting, intimidating, and hurtful and is unacceptable behaviour related to violence or bullying. It creates an uncomfortable work environment and has no place in, or outside of, the workplace.

3.0 Procedures

3.1 Responsibilities

We trust that all of our employees will help us eliminate harassment from our workplace, and as such, employees of Lac La Biche County are required to comply with the following responsibilities:

Co-worker

If a co-worker has witnessed harassment in the workplace:

- Inform the harassed person that you have witnessed what you believe to be harassment and that you find it unacceptable. Support is often welcome. If that person does not feel that they have been harassed, then normally the incident should be considered closed.
- Inform the harasser(s) that you have witnessed the act(s) and find it unacceptable.
- Encourage the harassed person to report the incident to their supervisor.

Management

Management has the responsibility for creating and maintaining a harassment-free workplace.

Managers must be sensitive to the climate in the workplace and address potential problems before those problems become serious.

Any supervisor or manager who is subjected to, witnesses, or is given written or oral complaints of harassment acts or retaliation shall immediately report them to the Appropriate Authority. Delays in reporting may be unavoidable in some circumstances (to be determined on a case-by-case basis).

When an Employee has asked their manager to deal with a harassment incident, the manager shall:

- Support the Employee without prejudice;
- Work with the Employee and document the offensive action(s) and have the Employee sign a complaint.

3.2 Investigation

Lac La Biche County seeks to resolve harassment claims as expeditiously as possible. Investigations shall be conducted and the appropriate actions taken no longer than six (6) working days following the filing of a complaint.

The Appropriate Authority is responsible for determining and administering the methods and means for addressing harassment complaints. The Appropriate Authority is also responsible for:

- Determining the veracity of allegations of harassment or retaliation.
- Determining whether or not a reported act is indeed harassment.
- Resolving the dispute, with the agreement of both parties, where necessary.
- Administering punitive or corrective actions if allegations are true.
- Administering punitive actions if allegations were knowingly falsely made.

Wherever and whenever investigations are conducted, this SOP asserts that Complainants and Respondents have certain rights. These rights include, but are not limited to:

- Receiving written notice of the allegations (where permitted by law).
- Presenting relevant information to the Appropriate Authority.
- Receiving a copy of the report at the conclusion of the investigation (where permitted by law).

At the conclusion of an investigation, the Investigator shall prepare a written report which shall include a statement of factual findings and a determination of whether this SOP and associated policy has been violated. The report shall be presented for review to law enforcement officials or legal counsel, as necessary.

3.3 Report Handling Procedures

The Appropriate Authority shall advise the Complainant and the Respondent of the resolution of any investigation conducted. A copy of the investigative findings shall be provided in writing the Complainant and the Respondent.

In all cases, Lac La Biche County's Human Resources department shall retain the findings report for a minimum of three (3) years or for as long as any administrative or legal action arising out of the complaint is pending.

3.4 Disciplinary Measures

If it is determined by the County that any employee has been involved in the harassment of another employee, immediate disciplinary action will be taken, up to and including termination of employment.

4.0 Fraudulent or Malicious Complaints

Unfounded, frivolous or fraudulent allegations of personal harassment cause both the accused person and the County significant damage.

If it is determined by the County that any employee has knowingly made false statements regarding an allegation of personal harassment, immediate disciplinary action will be taken and may include immediate dismissal without further notice.

5.0 Special Circumstances

All records of harassment, and subsequent investigations, are considered confidential and are strictly prohibited from being disclosed to anyone except to the extent required by law.

In cases where criminal proceedings are forthcoming, Lac La Biche County will assist police agencies, lawyers, insurance companies, and courts to the fullest extent.

6.0 Confidentiality

Lac La Biche County will do everything it can to protect the privacy of the individuals involved and to ensure that complainants and respondents are treated fairly and respectfully. Lac La Biche County will protect this privacy so long as doing so remains consistent with the enforcement of this policy and SOP and adherence to the law.

Neither the name of the person reporting the facts nor the circumstances surrounding them will be disclosed to anyone whatsoever, unless such disclosure is necessary for an investigation or disciplinary action.

All records of harassment reports and subsequent investigations are considered confidential and will not be disclosed to anyone except to the extent required by law.

7.0 Assurance against Retaliation

This SOP encourages employees to freely express – in a responsible and orderly fashion – their thoughts, opinions, and feelings regarding harassment complaints. Retaliation by the Respondent or anyone acting on behalf of the Respondent, against the Complainant is strictly prohibited and will result in appropriate disciplinary action. Retaliation by the Respondent, or anyone acting on behalf of the Respondent, against any witness providing information about a harassment report, is also strictly prohibited. Acts of retaliation include (but are not limited to) interference, coercion, threats, and restraint.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date

LAC LA BICHE COUNTY PROCEDURE

TITLE: Anti-Discrimination Standard Operating Procedure PROCEDURE NO: CS-03-015-04

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-015 AMENDMENT DATE:

1.0 Definitions

For purposes of this SOP, the following definitions apply.

Discrimination - the denial of equal treatment in employment, in the provision of goods, services and facilities to the public and in the administration of contracts based on the prohibited grounds as defined by human rights legislation.

Systemic Discrimination - the use or application of a neutral requirement that has a negative impact on a group protected under human rights legislation. Systemic discrimination occurs when policies and practices exclude, limit or restrict members of designated groups from employment or opportunities within employment. (e.g., opportunities to apply for other jobs, participate in training, attend conferences, obtain promotions, and receive special assignments).

Harassment - any behaviour or practice that is deemed inappropriate by its adverse effects on an individual's employment, job performance and/or personal dignity. The five types of harassment are:

- Discriminatory,
- Personal,
- Bullying,
- Poisoned Work Environment, and
- Abuse of Authority.

Designated Groups - for the purposes of its overall equity and diversity initiatives, Lac La Biche County has identified: women, Aboriginal persons, persons with disabilities, and members of visible minority groups and gay, lesbian, bi-sexual and transgendered (GLTB) individuals. The selection of these four groups does not preclude the possibility of addressing systemic discrimination for other identifiable groups.

Aboriginal Persons - are North American Indians or members of a First Nation, Métis or Inuit. Members of a First Nation include status, treaty or registered Indians. North American Indians include non-status and non-registered Indians.

Persons with Disabilities - are persons who have a long-term or recurring physical, mental, sensory, psychiatric or learning impairment and who:

- consider themselves disadvantaged in employment by reason of that impairment, or who;

- believe that an employer or potential employer likely would consider them disadvantaged in employment by reason of that impairment.

These would include persons whose functional limitations owing to their impairment have been accommodated in their current job or workplace. For the purpose of all corporate policies, persons with disabilities shall meet all of the following criteria:

- the condition is permanent, ongoing or of some persistence;
- the condition is not commonplace or widely shared, and;
- the condition is a substantial or material limit on the individual in carrying out some of life's important functions.

Visible Minorities - are persons other than Aboriginal persons who are non-Caucasian in race or non-white in colour.

Bona Fide Occupational Requirements - are those requirements that:

- the employer has adopted for a purpose or goal that is rationally connected to the functions of the position;
- the employer has adopted in good faith in the belief that they are necessary to fulfill the purpose or goal, and;
- are reasonably necessary to accomplish the purpose or goal in the sense that the employer cannot accommodate persons with the characteristics of a particular group without incurring undue hardship.

Accommodation - the facilitation and integration of individuals into the workplace by recognizing and accommodating special needs through the identification and removal, if necessary, of non-essential job elements, workplace adjustments, technical devices, flexible scheduling, adaptive devices for equipment, etc. unless undue hardship by the Lac La Biche County would be incurred in such accommodation.

Appropriate Authority – Any delegated employee who has the authority to make final decisions regarding employees, discrimination claims, and resulting actions. At Lac La Biche County, the Appropriate Authority is defined in the “Authorities for Personnel Management Actions” table.

Complainant – A person who is or has been subjected to the alleged discrimination.

Respondent – Someone who is alleged to have exhibited conduct that is the subject of a complaint.

2.0 General Guidelines

Lac La Biche County is committed to the ideals of Canadian Multiculturalism and celebrates the diversity of our employees. As an ethnically and culturally diverse workplace, we encourage our employees to practice their cultural beliefs and practices in a work environment free from discrimination, harassment or prejudice. At Lac La Biche County, we intend to foster a culture of inclusion; free of all forms of discrimination and violence, where people are treated with respect and committed to deepening appreciation of diversity and transforming all forms of exclusion.

Lac La Biche County demonstrates its commitment to equity and diversity by providing a supportive work environment and corporate culture that welcomes members of designated groups.

This procedure prohibits discrimination in the workplace in the provision of goods, services, and facilities to the public, and the administration of contracts as defined by human rights legislation.

The Alberta Human Rights Act prohibits discrimination on the basis of race, religious belief, colour, gender, physical disability, mental disability, marital status, ancestry, age, place of origin, family status, source of income and sexual orientation.

Lac La Biche County does not condone any form of discrimination. It endorses and embraces the Alberta Human Rights Act, which prohibits discriminatory practices.

3.0 General Provisions

Lac La Biche County is wholly committed to the principles of workplace diversity. Lac La Biche County has and will continue to develop and implement workplace diversity principles and strategies across all of its structures, policies, procedures, and decision making processes.

Lac La Biche County rejects and entirely disapproves of all biased distinctions based on the grounds of:

- Race
- Ancestry
- Place of origin
- Colour
- Ethnic origin
- Citizenship
- Creed
- Sex
- Sexual orientation
- Age
- Record of offences
- Marital status
- Same-sex partnership status
- Family status
- Gender history
- Religious beliefs
- Political convictions
- Source of Income
- Mental disability
- Physical disability or medical condition (that does not affect work performance)
- Pregnancy

Efforts to eliminate all forms of discrimination – whether they are direct or indirect – are fully endorsed by Lac La Biche County. Any harassment or intimidation against the profiles listed above is prohibited in all aspects of Lac La Biche County.

Men and women are considered by Lac La Biche County to be equally eligible for employment. Decisions will be based on job qualifications only. No religious, racial or political test shall be imposed upon any person as a condition of employment.

The main objective of the Lac La Biche County Anti-Discrimination Policy and SOP is to ensure that its practices are free from direct and indirect discrimination. This SOP covers all aspects of employment, including candidate selection, appointment, promotion, compensation, benefits, training, layoffs, transfers, and any other terms and conditions of employment.

4.0 Confidentiality

All records of direct/indirect discrimination reports and subsequent investigations are considered confidential and will not be disclosed to anyone except to the extent required by law.

Lac La Biche County will do everything it can to protect the privacy of the individuals involved and to ensure that the Complainant and the Respondent are treated fairly and respectfully. Lac La Biche County will protect this privacy so long as doing so remains consistent with the enforcement of this SOP and adherence to the law.

5.0 Assurance against Retaliation

This SOP encourages employees to freely express – in a responsible and orderly fashion – their thoughts, opinions, and feelings regarding direct/indirect discrimination complaints. Retaliation by the Respondent or anyone acting on behalf of the Respondent, against the Complainant is strictly prohibited and will result in appropriate disciplinary action. Retaliation by the Respondent, or anyone acting on behalf of the Respondent, against any witness providing information about a direct/indirect discrimination report, is also strictly prohibited. Acts of retaliation include (but are not limited to) interference, coercion, threats, and restraint.

This direct/indirect anti-discrimination SOP will not be used to bring fraudulent or malicious complaints against employees. Any complaint made in bad faith, if demonstrated as being such through convincing evidence, will result in disciplinary action being taken against the individual lodging the fraudulent or malicious complaint.

6.0 Disciplinary Actions

Upon concluding that an instance of direct/indirect discrimination has indeed occurred, the Respondent will be subject to disciplinary action which may result in suspension of duties, or outright termination of employment. Disciplinary actions imposed by the Appropriate Authority will be determined on the basis of the facts of each case.

7.0 Complaints and Report Procedures

Individuals who believe they have been victimized by an act or acts of direct or indirect discrimination should report the incident(s) immediately to the Appropriate Authority. Any delays in reporting acts of direct/indirect discrimination can make the case against the Respondent more difficult to establish, and may even result in retaliatory acts by the Respondent.

7.1 Report Obligations – Employees

Employees who believe they are victims of direct/indirect discrimination in their working environment are advised to first respond to the alleged harasser directly, by objecting and by

requesting that the unwelcome behaviour stop immediately. If this approach is unsuccessful or unreasonable, Lac La Biche County must be made aware of all acts of direct/indirect discrimination or retaliation in order to take the appropriate action. Thus, individuals who believe they have been subject to or have witnessed acts of direct/indirect discrimination or retaliation should report to the Appropriate Authority, or to their supervisor/manager. Delays in reporting may be unavoidable in some circumstances (to be determined on a case-by-case basis).

7.2 Report Obligations – Supervisors

Supervisors are directed to take all appropriate steps to prevent and stop direct/indirect discrimination in their areas of responsibility. Any supervisor who is subjected to, witnesses, or is given written or oral complaints of direct/indirect discrimination acts or retaliation shall immediately report them to the Appropriate Authority. Delays in reporting may be unavoidable in some circumstances (to be determined on a case-by-case basis).

Supervisory personnel who are contacted by an individual seeking to file a complaint about direct/indirect discrimination in their unit shall assist the complainant in contacting the Appropriate Authority.

8.0 Investigation

Lac La Biche County seeks to resolve direct/indirect discrimination claims as expediently as possible. Investigations shall be conducted and the appropriate actions taken no longer than six (6) working days following the filing of a complaint.

The Appropriate Authority is responsible for determining and administering the methods and means for addressing direct/indirect discrimination complaints. The Appropriate Authority is also responsible for:

- Determining the veracity of allegations of direct/indirect discrimination or retaliation.
- Determining whether or not a reported act is indeed direct/indirect discrimination.
- Resolving the dispute, with the agreement of both parties, where necessary.
- Administering punitive or corrective actions if allegations are true.
- Administering punitive actions if allegations were knowingly falsely made.

Wherever and whenever investigations are conducted, this SOP asserts that Complainants and Respondents certain rights. These rights include, but are not limited to:

- Receiving written notice of the allegations (where permitted by law).
- Presenting relevant information to the Appropriate Authority.
- Receiving a copy of the report at the conclusion of the investigation (where permitted by law).

At the conclusion of an investigation, the investigator shall prepare a written report which shall include a statement of factual findings and a determination of whether this Policy has been violated. The report shall be presented for review to law enforcement officials or legal counsel, as necessary.

9.0 Report Handling Procedures

The Appropriate Authority shall advise the Complainant and the Respondent of the resolution of any investigation conducted under this Policy. A copy of the investigative findings shall be provided in writing the Complainant and the Respondent.

In all cases, Lac La Biche County's Human Resources department shall retain the findings report for a minimum of six (6) years or for as long as any administrative or legal action arising out of the complaint is pending.

10.0 Procedures for Handling Complaints of Direct/Indirect Discrimination

Once the Complainant lodges a complaint with their supervisor or the Appropriate Authority, a discussion will take place that shall be kept confidential, to the extent allowed by the law. If desired by the Complainant, no written record will be kept of this initial discussion. During this discussion, the recipient of the complaint will explain all options available to the Complainant. If the Complainant wished to proceed further with his or her complaint, the Complainant must then provide a written statement regarding the alleged direct/indirect discrimination.

10.1 Informal Procedures

- If desired, the Complainant may attempt to resolve the matter directly with the Respondent. The Complainant must report the resolution, or lack thereof, to the Appropriate Authority.
- The Appropriate Authority may notify the Respondent of the complaint, keeping all such communication confidential. The Appropriate Authority may then implement whatever steps necessary to create an informal resolution that is acceptable to both the Complainant and Respondent.
- If an informal resolution of the complaint is achieved, no record of the complaint will be entered in the Respondent's personnel records. However, the Appropriate Authority will record the occurrence of the complaint and the informal resolution achieved. Again, this record will remain confidential.

10.2 Formal Procedures

- In the case of formal complaints, the Respondent shall have six (6) working days to respond, in writing, to the allegation. The Respondent's statement, written on County letterhead, must answer – with specific responses – to each complaint, either admitting, denying, or explaining the allegations against them. The Respondent must sign his or her statement, which will then be attached to the original complaint.
- If a formal hearing is warranted, the Appropriate Authority will conduct a hearing within (10) ten working days after receiving the request.

11.0 Timelines

Complainants are always encouraged to file a complaint immediately after an alleged incident of direct/indirect discrimination. Nevertheless, Lac La Biche County is aware that such a timely response may not always be possible, due to feelings of humiliation or fear on the Complainant's part. Individuals who believe that they have experienced direct/indirect discrimination should lodge a complaint within thirty (30) days following an alleged incident. Under extreme circumstances, this timeline may be extended to sixty (60) days at the request of the Complainant; however, it is the responsibility of the Complainant to show good reasons for this extension.

12.0 Records

Records of all formal and informal resolutions, hearings, and reviews will be kept by the Human Resources department, except where otherwise stated in this SOP. The records will be available to managerial members only in the following circumstances:

- a) When determining an appropriate disciplinary action for subsequent direct/indirect discrimination complaints;
- b) When a Respondent is a candidate for a promotion to a supervisory position;
- c) When a complaint against retaliatory action is made;
- d) When a decision or resolution is reviewed.

Any records concerning employees will be maintained in accordance with all applicable laws and regulations. Both the Complainant and the Respondent are eligible to obtain copies of hearings or of their own statements made throughout the course of the direct/indirect discrimination remediation process.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Conflict of Interest/Moonlighting
Standard Operating Procedure

PROCEDURE NO: CS-03-015-05

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-015 AMENDMENT DATE:

1.0 General Statement

As an employer, we generally allow outside employment where: the secondary employment causes no adverse effects to the Employee's performance of job duties at the County; the secondary work is performed after the Employee's regularly scheduled working hours at Lac La Biche County; and, there is no conflict of interest.

2.0 Procedures

2.1 Reporting Guidelines for Moonlighting Employees:

Any employee who wishes to work part-time, or for any amount of time before or after their regularly scheduled work hours should discuss the matter with their manager / supervisor / HR prior to their acceptance of the secondary employment.

The Employee may be required to disclose information pertaining to the proposed secondary employment to allow a Lac La Biche County review. The review will simply ensure that there is no conflict of interest.

2.2 Limitations

Employees must have eight (8) consecutive hours of time for rest/sleep prior to reporting for regularly scheduled work at Lac La Biche County. For example, an employee may not work a 12am-8am shift at a secondary workplace prior to reporting to Lac La Biche County at 9am, etc. This is to ensure adherence with workplace compliance legislation intended to provide worker safety and productivity.

2.3 Non-Compete / Confidential Information

To ensure the safe-keeping of our organizational confidential information, employees are strictly prohibited from seeking secondary employment with any organization that competes either directly or indirectly with the organization, or that conducts business that is similar to Lac La Biche County.

Employees may be required to sign a Confidentiality and Non-Compete agreement prior to, or during their employment with the organization.

2.4 Secondary Employment with Clients and/or Vendors

Advance written permission to hold any outside employment or business interests with any organization that conducts business with Lac La Biche County, its suppliers, or dealers must be obtained from the Chief Administrative Officer. Failure to obtain advance written permission may result in disciplinary action, up to and including termination of employment.

3.0 Conflict of Interest in Hiring Practices

A conflict of interest can sometimes arise during the hiring process, such as with the hiring of family members. For more information on conflict of interest situations with regards to hiring practices, please refer to the Hiring Policy and associated SOP.

4.0 Conflict of Interest in the Transaction of Business

If any employee has reason to believe that a conflict of interest has occurred or is possible, it is his/her duty to report it to his/her immediate Supervisor, Manager, General Manager or the Manager of Human Resources. Lac La Biche County policies strictly prohibit any retaliation for fulfilling this obligation.

Employees should avoid any interest, investment or association that creates a conflict of interest or that interferes with their ability to perform their job duties.

Employees should avoid the creation of any personal direct or indirect interest or relationship with any organization that competes with, or provides products and/or services to Lac La Biche County, including any third party contractors.

If a situation arises where an employee is required to conduct business or provide services to a family member, or associate, while on duty for Lac La Biche County, this may create a real or perceived conflict of interest for both the employer and the employee in question.

If any employees believe that they may have a conflict of interest, they must promptly disclose this fact to their immediate supervisor, General Manager, Manager of Human Resources, or the Chief Administrative Officer.

5.0 Use of Personnel and/or Equipment for Non-Business Purposes

Lac La Biche County strictly prohibits the use of personnel (including volunteer staff) and/or equipment for non-related business, as their use may be improper, illegal or create a conflict of interest.

Where County resources (including property, equipment and personnel) are used for unapproved purposes, they may create a negative impact on our organization and the community perception of the organization.

6.0 Assurance against Retaliation

This SOP encourages employees to report any conflict of interest encountered during their employment at Lac La Biche County. Retaliation against the Complainant is strictly prohibited and will result in appropriate disciplinary action. Retaliation by the Respondent (that is, the person subject to the complaint), or anyone acting on behalf of the Respondent, against any witness providing information about a conflict of interest report, is also strictly prohibited. Acts of retaliation include (but are not limited to) interference, coercion, threats, and restraint.

This Conflict of Interest SOP will not be used to bring fraudulent or malicious complaints against employees. Any complaint made in bad faith, if demonstrated as being such through convincing evidence, will result in disciplinary action being taken against the individual lodging the fraudulent or malicious complaint.

7.0 Reporting a Conflict of Interest

7.1 Employees

Employees who believe they have witnessed a conflict of interest, or where they reasonably believe that they may be engaged in any activity which could present a conflict of interest are obligated to promptly report any conflict of interest to their immediate Supervisor, Manager, General Manager or the Manager of Human Resources. Lac La Biche County must be made aware of all conflicts of interest in order to take the appropriate action.

7.2 Supervisors

Supervisors are directed to take all appropriate steps to prevent and stop conflicts of interest in their areas of responsibility. Any supervisor who is subject to, witnesses, or is given written or verbal complaints of a conflict of interest shall work to minimize or eliminate the issue at hand. Supervisors are required to report the conflict of interest to the Manager of Human Resources.

8.0 Investigations

Lac La Biche County seeks to resolve claims of conflicts of interest as expediently as possible. Investigations shall be initiated and the appropriate actions taken no longer than (10) ten days following the filing of a complaint.

The Employee's direct Supervisor, Manager, General Manager or the Manager of Human Resources shall work together and shall be responsible for determining and administering the methods and means for addressing complaints. This shall be accomplished through the following methods:

- Determining the credibility of allegations of a conflict of interest;
- Determining whether or not a reported act is indeed a conflict of interest;
- Resolving the conflict of interest;
- Administering punitive or corrective actions as appropriate;
- Administering punitive actions if false allegations were knowingly made.

At the conclusion of an investigation, the investigator shall prepare a written report which shall include a statement of factual findings and a determination of whether this SOP has been violated. The report may be presented for review to law enforcement officials or legal counsel, as necessary.

In all cases, the Human Resources department shall retain the findings report for a minimum of three (3) years or for as long as any administrative or legal action arising out of the complaint is pending.

“Original Signed”

Chief Administrative Officer

November 8, 2013

Date

LAC LA BICHE COUNTY PROCEDURE

TITLE: Employee Advocacy Standard Operating Procedure PROCEDURE NO: CS-03-015-06

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-015 AMENDMENT DATE:

1.0 Definitions

Complainant: means a person who makes a report of a workplace issue.

Workplace Issues: include any dissatisfaction regarding conditions of employment or tangible job actions, including:

- Wages
- Working conditions
- Interpersonal issues
- The administration of municipal policies
- Perceived or actual unfair or inequitable treatment
- Disciplinary matters

Respondent: means an employee who is affected by a report of a workplace issue.

2.0 General Guidelines

Employees are encouraged to discuss with their supervisor any concerns with workplace issues.

Allegations of wrongdoing should be dealt with pursuant to the provisions of Lac La Biche County's Whistle Blowing SOP. Allegations of workplace harassment (including harassment based on sex or race, for example) should be dealt with pursuant to the provisions of Lac La Biche County's Anti-Harassment SOP.

3.0 Confidentiality

The County will ensure, to the extent permitted by law and in accordance with this procedure, that all reports of workplace issues are treated in a confidential manner.

4.0 Prohibition against Retaliation

The intention of this procedure is to ensure that employees can raise legitimate concerns about workplace issues in a safe and secure manner. If an employee makes a complaint about a workplace issue in good faith, he or she shall not be subject to any form or penalty, retaliation, or reprisal. All employees are prohibited from penalizing or retaliating against such an employee.

However, if an employee complains about a workplace issue maliciously, in bad faith, or with an ulterior motive (including with the intention to harm any individual or the County), he or she may be subject to disciplinary action as outlined in Progressive Discipline SOP.

5.0 Responsibilities

5.1 Employees

To resolve a workplace issue, employees are encouraged to take the following steps, in the following order:

- If the workplace issue involves interpersonal conflict with another employee, the complainant should make efforts to resolve the matter informally through respectful discussion;
- The complainant should review the County's SOP's and policies to determine whether the workplace issue is addressed therein;
- The complainant should speak with his or her supervisor;
- The complainant should speak with the Manager of Human Resources. The Manager of Human Resources will document the conversation.

If the workplace issue is not solved through this process, the Employee may file a written complaint with the Manager of Human Resources.

5.2 Supervisors

Supervisors will take all appropriate steps and address concerns about workplace issues. Supervisors should, upon learning about a workplace issue, assist the Complainant in addressing his or her concerns. Where appropriate, the Supervisor should direct the Complainant to the Whistle Blowing SOP or the Workplace Harassment SOP.

6.0 Investigations

Where a written complaint is filed with the Manager of Human Resources, this Manager shall review the complaint and determine what steps ought to be taken in the circumstance. The Manager of Human Resources may proceed to conduct an investigation of the complaint, including conducting interviews or gathering relevant information and may seek the advice of legal counsel. The Manager of Human Resources may also reference the Progressive Discipline Policy and SOP when conducting the investigation.

The Manager of Human Resources shall make a decision with respect to the written complaint and shall notify the Complainant and any affected parties of the decision.

7.0 Follow Up

The Manager of Human Resources may, in appropriate circumstances, request that a complainant complete a Post-Complaint Questionnaire.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Conflict Resolution Standard Operating Procedure PROCEDURE NO: CS-03-015-07

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-015 AMENDMENT DATE:

1.0 General Statement

The County has instituted this SOP to provide employees with an outlet to raise concerns regarding any conflict in the workplace or dissatisfaction with respect to issues related to their employment in an open and fair manner with provisions made to ensure their prompt and reasonable resolution. Under no circumstance should any employee fear discrimination or reprisal in the workplace as a result of the filing of a complaint.

The following conflicts should be reported and the County shall strive to address them with reasonable resolutions:

- Disputes with co-workers or managerial staff with unwanted and unresolved consequences;
- Perceived unfair or inequitable treatment;
- Harassment whether sexual, discriminatory, or personal in nature;
- Abuse of authority;
- Administration of County policies and procedures.

2.0 General Conflict Reporting Procedure

- Employees are encouraged to discuss the unwanted behaviour or actions with the offending party as the situation dictates.
- Under ideal circumstances, the two parties shall reach a reasonable resolution without the necessity of the filing of a formal complaint.
- In the event that a discussion is not feasible or fails to reach a reasonable resolution, a formal complaint may be filed.

3.0 Reporting

Complainants should record the details of the unwanted circumstance(s), the names of any applicable witnesses, and any attempts made to resolve the issue.

Formal complaints stemming from unresolved employee or managerial conflicts shall be submitted, in writing with any pertinent documentation, to a supervisor, General Manager or the Manager of Human Resources.

Formal complaints shall be reviewed and investigated.

Formal complaints must be submitted within thirty (30) days from the date of the alleged incident(s).

In all cases where formal complaints have been lodged, it is important to maintain a policy of strict confidentiality between the complainant and the Responder (manager / HR). For investigative purposes, the offending party may be notified.

Anonymous complaints shall not be reviewed.

4.0 Resolutions

If an apology is made by the offending party and the Complainant accepts the apology, this may be viewed as a reasonable resolution depending on the circumstances.

All attempts shall be made to reach a reasonable resolution through mediation of the complaint with both parties' involvement.

5.0 Where the complaint is substantiated

In the event that a complaint is substantiated and a reasonable solution to stop the unwanted behaviour or action through mediation is not possible, the following actions shall be taken for the offending party (in no specific order):

- Written warning/reprimand;
- Transfer or demotion, and in some instances both a transfer and a demotion;
- Education and training;
- Suspension;
- Termination of employment.

6.0 Where the complaint is not substantiated

In the event that a complaint is not substantiated due to lack of evidence or other reasons, both parties shall be informed as to the rationale used. The Complainant shall be notified first.

Both parties should be reminded that an unsubstantiated complaint does not necessarily mean that it was filed under false or frivolous pretences.

A complainant may request that the investigation be re-opened in the event that pertinent new evidence can be provided, or a reprisal due to the allegation has occurred.

7.0 Records

The County shall keep on file all formal complaints, the accompanying documentation, and the findings of any investigation.

Information from a previous investigation resulting in a substantiated complaint may be used for review and consideration purposes in the event of a new allegation.

8.0 False or Frivolous Complaints

Employees should be aware and realize that a formal complaint against another employee is a serious allegation with repercussions.

Where a complaint is found to be either false or frivolous, or where supporting documentation for a complaint has been falsified, the complainant or witness may be subject to disciplinary measures up to and including termination of employment.

9.0 Responsibilities

9.1 Employees

- Employees are required to fully comply with the Conflict Resolution SOP.
- Employees shall be treated fairly throughout the process, as either a complainant, or alleged offending party.
- Employees shall be responsible for maintaining confidentiality regarding their involvement, and the complaint itself.
- Employees shall co-operate with any investigations in relation to complaints.

9.2 Management / Human Resources

- Management and Human Resources shall be responsible for enacting preventative measures to ensure a workplace that is free from harassment, and for the communication of policy and procedures contained herein.
- Management and Human Resources shall receive and address properly filed complaints in an appropriate fashion.
- In the event that the Complainant and the offending Party are engaged in a subordinate-supervisor relationship, they may be physically removed from each other on a temporary basis, and may require a change in their reporting relationship.
- Management and Human Resources shall investigate, or co-investigate any complaints, claims and documentation therein.
- Management and Human Resources shall attempt to reach a reasonable resolution to the conflict and inform the complainant and the offending party of possible resolutions available.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Performance Evaluation Standard Operating Procedure PROCEDURE NO: CS-03-015-08

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-015 AMENDMENT DATE:

1.0 Definitions

Performance Improvement Plan (PIP): An action plan that is created after performance deficiencies are identified that is used in the process of improving an employee's performance.

SMART Goals: Goals used in a PIP that are Specific, Measureable, Attainable, Relevant, and Time based that are used to help the Employee achieve and exceed performance expectations that they have set with their supervisor. A good example of a SMART goal would be: that all department filing be completed by the second Friday of each month.

2.0 General Guidelines

All employees will be subject to regular annual performance reviews. Performance reviews will be benchmarked against previously determined goals and objectives for the position.

Performance Reviews:

- Link an employee's expectations to the County's strategic and annual priorities and to the County's core values;
- Review the performance levels against goals and objectives set out at the beginning of the review period;
- Review performance standards, goals and objectives identified in the employees' respective job descriptions;
- Discuss ratings and reviews from co-workers, and superiors as appropriate;
- Discuss the assessments made during the review, and identify new goals and objectives that will improve performance and assist in the development of the employee;
- Discuss career planning information and develop a plan for development;
- Identify actions required to meet new goals and objectives, the timeframe that these must be completed within, and any new forms of training that will be required;
- Prepare a written report of the review and recommendations made, including newly established goals and objectives.

Performance reviews are designed to help keep employees on the right track with direction and set goals that will lead to their continuous improvement and provide career advancement opportunities. Performance reviews assist in the identification of strengths and weaknesses in organizational

abilities and capacities that will aid in the development of effective training, employee placements and productivity forecasts.

3.0 Establishing Performance Expectations

- (a) Performance expectations - goals/projects and/or performance factors (skills/competencies) - shall be established for, and reviewed with employees:
 - (ii) Within 10 working days of appointment to a permanent, term or seasonal position;
 - (iii) Within 10 working days of a General Manager, Manager or Supervisor having been notified of a change in expectations for the unit or position(s) supervised;
 - (iv) Within 10 working days of completion of an employee's annual performance appraisal.
- (b) Since job descriptions are a reflection of County service priorities, County Management must review these job descriptions for consistency with all new OR revised service priorities.

4.0 Review of Performance

The performance of each employee of the County shall be reviewed and documented as follows:

All employees and management staff will be subject to annual performance reviews. Reviews will be based upon performance standards, goals and objectives identified in employees' respective job descriptions.

- (a) The performance of each employee of the County shall be reviewed and documented as follows:
 - i) At least once during the probationary period;
 - ii) One month before the expiry of the employment term of a term position;
 - iii) Prior to, or where it is not possible, immediately following the end of a period of employment;
 - iv) Whenever a serious performance or behavioral problem is encountered and for which informal discussions have had no effect.
- (b) The performance of each seasonal employee shall be reviewed and documented at least one week before the expiry of the position's term.
- (c) Human Resources staff shall notify Supervisors one month prior to the date on which a Performance Appraisal for an employee is due to be completed.

5.0 Performance Evaluation Documents

- (a) A copy of the appraisal shall be given to the Employee and the original document shall be placed on the Employee's personnel file.

- (b) In accordance with the provisions of the *Freedom of Information and Protection of Privacy Act*, access to performance evaluation records shall be restricted to:
- the Employee whose performance is appraised;
 - the Employee's supervisor;
 - members of County Management to whom the Supervisor reports, up to and including the Chief Administrative Officer;
 - Manager of Human Resources;
 - Supervisor to whom the Employee would report as a result of a transfer, promotion, re-deployment or reassignment.

6.0 Accountabilities for Performance Management

Supervisors are expected to complete employee performance evaluations in a regular, consistent and timely fashion. Supervisors are expected to track when their employee's performance evaluations are due, which they can confirm with Human Resources at any time.

In the case that an employee is transferred to a different department, the most recent supervisor must do a performance evaluation on the Employee's performance since the last review period to the date of transfer. The new supervisor will then complete the Employee's performance evaluation on its original due date, adding the documentation from the previous supervisor's evaluation.

Since performance evaluations are closely linked with employee salary reviews and possible increments, it is essential that the reviews be conducted when due. It is only fair that employees be evaluated on a regular basis and that they receive their increments, if earned, when they are due.

The timely processing of increments also contributes to the ability of the Payroll department to process the changes to the payroll system in an efficient and effective manner.

Failure of supervisors to perform regular employee performance evaluations in a timely and fair fashion can be subject to disciplinary action as outlined in Progressive Discipline Policy and SOP's.

All Lac La Biche County employees are expected to perform their job duties at a consistently high level. In the event that any Lac La Biche County employee fails to fulfill his/her specified levels of service he/she may be subject to a review of his/her performance and participate in a required Performance Improvement Plan (PIP) that uses SMART goals.

In the event that an employee is subject to disciplinary action as a result of their failure to meet performance expectations, Lac La Biche County will follow progressive disciplinary steps. However, in the event of a flagrant violation or serious offence, the Employee may be terminated immediately and progressive discipline may be superseded.

7.0 Review and Approval Process

7.1 Accountabilities for Performance Management

- (a) It is the responsibility of the following Management and Supervisory staff to ensure that Performance Planning and Appraisal (Performance Management) is carried out for employees in their respective units:

- Supervisors who have permanent, term, casual or seasonal staff assigned to their department;
 - Chief Administrative Officer and General Managers who have direct responsibility for the supervision of staff; and
 - In the case of an employee who is transferred to a different work unit during the performance period, the Employee's new Supervisor will complete the Performance Planning and Appraisal form, but must seek input from the employee's former Supervisor.
- (b) Lac La Biche County believes it entirely appropriate, but not mandatory, for an employee to complete a draft Performance Planning and Appraisal form in respect of her or his own performance and that the completed form may serve as an initial basis for discussion with the responsible General Manager/Supervisor.

7.2 "Two-up" Performance Appraisal Review and Approval Process

- (a) Performance Appraisal Review and Approval Process will follow the guidelines established in the "Two Up" approval process.
- (b) In the case of employees in positions reporting directly to the Chief Administrative Officer, there shall be no further review, beyond that of the Chief Administrative Officer, of performance appraisals for these employees.

8.0 Performance Planning and Evaluation Forms

- (a) Lac La Biche County's Performance Planning and Appraisal (Performance Management) forms will be used as the basis for planning and assessing the performance of all permanent, term, seasonal and casual employees of the County.
 The County conducts its Performance Management Process using one of two forms:
- Administrative Performance Planning and Appraisal form for employees occupying permanent or term positions;
 - Seasonal Staff Performance Appraisal form for employees occupying seasonal positions with the County.
- (b) The two forms listed in (a) above, have a common foundation which reflects the County's service principles. Each form, however, incorporates expectations which are unique to the nature of the functions performed in the role.

"Original Signed"
 Chief Administrative Officer

November 8, 2013
 Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Progressive Discipline Standard Operating Procedure PROCEDURE NO: CS-03-015-09

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-015 AMENDMENT DATE:

1.0 General Statement

Lac La Biche County has adopted a SOP of Progressive Discipline to ensure that employees have the opportunity to correct any performance or behavioral problems that may arise. This set of reasonable rules and guidelines has been established for all employees to follow. These have not been put in place to restrict the freedoms of our employees, but rather they are in consideration of their safety and the overall protection of our employees, property, and business practices.

2.0 Progressive Discipline Process

In the event that an employee of Lac La Biche County violates County policy or exhibits problematic behaviour, a system of progressive discipline shall be utilized.

Progressive Discipline can be issued on: attendance, conduct, health & safety or performance concerns.

Employees will be given four opportunities to correct the unwanted behaviour, unless the behaviour or concern is severe or repetitive in nature, in which case, progressive discipline can be accelerated to match the violation. A single incident of serious misconduct can be just cause for termination. Typically, progressive discipline will progress through the following steps:

- Coaching
- Verbal Warning
- Written Warning
- Final Written Warning with Possible Suspension
- Termination

With each violation or apparent problem, the employee will be provided with a written document to:

- Alert them to the problem and provide a reiteration of the correct County policy or SOP regarding the violation;
- Advise them of the consequences associated with further infractions; and
- Provide a suggestion towards a method of improvement.

All formal warnings will be kept on file for a period of eighteen (18) months. If no further discipline happens within the time period, the warning will become inactive. If further offences relating to the issue have taken place, the warning will be attached to the next set of progressive disciplinary

actions. If the employee is terminated or otherwise leaves employment with the County, any formal warnings on file will remain on file for a period of at least two (2) years.

Degrees of discipline shall be used in relation to the problem at hand. As the situation dictates, based on the past performances of the employee and the seriousness of the violation, the County reserves the right to skip any of the disciplinary steps and move straight to the most relevant step, or termination where necessary.

3.0 Investigation and Documentation

All related documentation will be kept in the Employee's personnel file. All violations or alleged violations will be properly investigated and documented by a Supervisor, Manager, General Manager and or Human Resources.

4.0 Suspensions and Review Periods

An employee may be suspended and/or put on review with or without pay.

4.1 Suspension with Pay – Pending Investigation

In the event that an employee is placed on suspension with pay pending the results of an investigation, the Employee will be notified of the decision, a stated timeline for the investigation, suspension and the actions that predicated the decision.

This form of suspension is not disciplinary but is intended to allow Lac La Biche County to examine the issues thoroughly and to determine appropriate action. Should the investigation be completed before the expected end of the suspension, the Employee may be called back to work sooner. Should the investigation not be completed during the stated timeline, the Employer will reserve the right to extend the suspension, as necessary.

During the course of the investigation, the suspended employee will be provided with the details of the allegations and given an opportunity to respond to them. If the suspended employee fails to make himself/herself available, the County will proceed with the investigation and make a determination based on the information available.

The suspended employee will have the right to their own legal representation (at their own cost) or a Lac La Biche County representative present at any such interview, and will be given 24 hours' notice prior to any interviews taking place.

As the suspended employee will be suspended with full pay, he/she will be required to be available for interviews during this period. Should the suspended employee need to leave town or be otherwise unavailable for interviews, he/she must submit a request and be granted approved leave.

Any employee who is placed on suspension with pay will be required to temporarily turn over his/her office keys, access passes and Lac La Biche County identification and credit cards. Any and all County property, business information, and confidential information are to remain at the worksite. In the event that any employee placed on suspension with pay maintains any files or equipment at his/her residence which are the property of the County,

he/she will be required to turn these items over to a representative of the organization, until such time as the investigation is completed.

Employees placed on suspension with pay should not have contact with anyone from the workplace other than their designated point of contact.

4.2 Suspension without pay

As a disciplinary measure, or to allow the County adequate time to investigate a situation, employees can be put on suspension without pay from the workplace for a period of one to three (1-3) days depending on the violation. Typically suspension will be for three (3) days unless the Employee is required at work to complete projects or perform required duties.

4.3 Review Period

Employees may be put on a review period following the final written warning. The review period will last three to six (3-6) months depending on the violation. During the review period the employee will be excluded from wage increases and advancement and discouraged from taking vacation.

5.0 Termination of Employment

The final stage of progressive discipline is termination of employment. Termination of employment may occur as discipline following an employee committing multiple violations of County policies and procedures, after the logical steps for progressive disciplinary action have been taken, or immediately following a severe violation.

6.0 Appeals

In the event that an employee feels that they have been wrongfully accused or disciplined, they may file a written appeal with the Manager of Human Resources, or to the Chief Administrative Officer, as the Employee deems appropriate. Written appeals must contain:

- Details of the discipline;
- Events surrounding the discipline;
- Why the Employee feels the discipline is not warranted or appropriate.

The Manager of Human Resources, or the Chief Administrative Officer, shall review and respond to all written appeals within ten (10) business days.

“Original Signed” _____
Chief Administrative Officer

November 8, 2013 _____
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: County Endorsed Social Events Standard
Operating Procedure

PROCEDURE NO: CS-03-015-10

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-015 AMENDMENT DATE:

1.0 General Guidelines

1. County Events

The County may sponsor and/or promote events where alcohol is being served.

2. Attendance

Attendance at a County sponsored events is strictly voluntary, unless requested otherwise. If an employee is required to attend or assist with a sponsored event, the time attending or assisting will be considered as part of their regular working hours.

3. Conduct

While present at a County sponsored event, all staff are expected to conduct themselves in a manner that reflects well on the organization. In the event that an employee is engaged in a serious breach of conduct while at a County sponsored event, they will be subject to disciplinary actions.

4. Plan Ahead

It is expected that all parties act responsibly at such events. Under no circumstance should any employee drink and drive. We ask that you plan ahead, have a designated driver, be a designated driver, or use a taxi to get home safely. The County may offer taxi vouchers or alternate rides to employees free of charge.

5. Alcohol Intake

At such events, the County will requests that employees avoid drinking excessive amounts of alcohol. In the event that the County representative or other authority determines that an employee is intoxicated, and/or may not be in a state to operate a vehicle, he/she may request that the employee surrender his/her keys and accept a taxi voucher or return home with a designated driver.

6. Additional Activities

When employees leave a County sponsored event (via taxi or designated driver or driving themselves), their actions after their departure become their own responsibility. The County will take reasonable steps to ensure that employees leaving such events do so in a safe manner.

7. Non-County Endorsed Events

Activities that occur after hours and are not sponsored or promoted by the County, even if attended by some (or all) Lac La Biche County employees, do not constitute County endorsed events.

Employees are reminded that regardless of the event, they should always act responsibly and plan ahead, especially if alcohol is being consumed.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Whistle Blowing Standard Operating Procedure

PROCEDURE NO: CS-03-015-11

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-015 AMENDMENT DATE:

1.0 Definitions

Complainant: a person, including an employee or member of the public, who makes a report of wrongdoing.

Employee: includes employees, contractors and agents.

Respondent: an employee who is the subject of a report of wrongdoing.

Third Party: An external company contracted with the County to provide whistle blowing services, a means to receive reports of wrongdoing pursuant to this procedure. MNP LLP has been identified as the “third party” contractor for the purpose of providing a whistleblower hotline, Ethics Alert. The Ethics Alert Hotline is available 24/7/365 in both official languages at **1-866-529-9589**.

Appropriate Authority: is the Manager of Human Resources, Chief Administrative Officer ("CAO"), or other designate assigned by the CAO.

Wrongdoing may include, but may not be limited to:

- Any actual or suspected violation of any federal, provincial or municipal act, regulation or bylaw;
- Any actual or suspected violation of any County Policies and Procedures;
- Dangerous practices likely to cause physical harm or damage to any person or property;
- Failure to rectify or take reasonable steps to report a matter likely to give rise to a significant and avoidable cost or loss to the County; or
- Improper or fraudulent accounting or auditing practices.

2.0 General Statement

Every employee has a responsibility to report any wrongdoing of which he or she may have knowledge. Every employee has a responsibility to treat any such report of wrongdoing in a confidential manner in accordance with the procedures set out in this SOP.

While employees and members of the public are encouraged to identify themselves in making a report of wrongdoing, they may do so on an anonymous basis. The County will ensure, to the extent permitted by law and in accordance with this SOP, that all reports of wrongdoing are treated in a confidential manner. However, anonymity cannot be guaranteed in all cases.

3.0 Prohibition Against Retaliation

The intention of this SOP is to ensure that employees and members of the public can raise legitimate concerns about wrongdoing in a safe and secure manner. If an employee or member of the public files a report of wrongdoing in good faith, he or she shall not be subject to any form of penalty, retaliation, or reprisal. All employees are prohibited from penalizing or retaliating against such an employee or member of the public.

However, if an employee files a report of wrongdoing maliciously, in bad faith, or with an ulterior motive (including with the intention to harm any individual or the County), he or she may be subject to disciplinary action as outlined in the Progressive Discipline Policy and SOP.

4.0 Guidelines

4.1 The Employee will:

- a) Report any wrongdoing of which he or she may have knowledge;
- b) Treat any such report of wrongdoing in a confidential manner.

4.2 The Appropriate Authority shall:

- a) Review the Report of Wrongdoing;
- b) Take no action where the Report of Wrongdoing is trivial or vexatious; or
- c) Conduct an investigation, or appoint an investigator to conduct an investigation, into the Report of Wrongdoing.

4.3 The Third Party (MNP):

MNP LLP has been identified as the “third party” contractor for the purpose of providing a whistleblower hotline, Ethics Alert. The Ethics Alert Hotline is available 24/7/365 in both official languages **at 1-866-529-9589**. If Ethics Alert is the first contact for the Complainant and the investigation has not yet started, Ethics Alert will:

- a) Provide complainants with an unthreatening and unbiased means to follow up with their concerns;
- b) Ethics Alert can forward the message to an investigator who may have further questions and clarification from the Complainant. Confidentiality is very important to them. MNP will not disclose the identity of the Complainant to the County unless the Complainant provides permission to do so.
- c) Based on the nature of the complaint and the reason the Complainant was not able to report it to the Appropriate Authority, MNP can decide which Appropriate Authority to report the concern to. If it isn't appropriate to forward the complaint to an Appropriate Authority, MNP can report the complaint to the Mayor or Deputy Mayor; or
- d) MNP can initiate the investigation as deemed necessary, while adhering to the investigation guidelines established in their contract with the County.
- e) MNP will keep the Complainant up to date as to the progress of the investigation if the Complainant has provided contact information.

If MNP was contacted after the complaint has already been forwarded to an Appropriate Authority, MNP will:

- a) Contact the Appropriate Authority that is handling the investigation and inquire as to the progress of the investigation;
- b) If MNP concludes that the investigation is not being conducted adequately, MNP will determine if an additional Appropriate Authority or Mayor or Deputy Mayor should be contacted to follow up with the concerns and/or possibly take over the investigation at that point;
- c) The final and binding decision in regard to the investigation will lie with the CAO. In the event that the CAO was the subject of the investigation, the final and binding decision will lie with the Mayor or Deputy Mayor.

4.4 The Persons conducting the investigation will:

- a) Interview the Complainant, Respondent, or any other employee with respect to the Report of Wrongdoing;
- b) Request any record reasonably required pursuant to his or her investigation, subject to legal restrictions; and
- c) Seek the advice of legal experts at the County's costs;
- d) Create a written report at the conclusion of an investigation including a statement regarding any and all findings that have been proven;
- e) Present the report for review to any/all appropriate authorities and/or legal counsel, as appropriate.

4.5 Human Resources will:

- a) Prepare annual non-identifiable reports for Council review, which will outline the number of whistle-blowing complaints, the general areas of concern, the outcomes and any possible identified area of improvement for both the Whistle Blowing Policy and SOP.

5.0 Procedure for Making a Report for Wrongdoing

5.1 Reporting to an Appropriate Authority

A complainant may file a Report of Wrongdoing to an Appropriate Authority unless the Complainant reasonably believes that, given the nature of the alleged wrongdoing, such a report should be made to an independent Third Party.

Reports of Wrongdoing shall be made by a complainant as soon as possible after becoming aware of the wrongdoing.

5.2 Reporting to the Third Party (MNP)

A complainant will have the opportunity to contact an independent third party, MNP. MNP will:

- Ensure that the concern is forwarded to the Appropriate Authority and follow up to ensure the concern was dealt with, or
- Work with the Appropriate Authority to investigate the complaint and document the outcome, or
- Conduct the investigation on their own.

Complainant reports are encouraged to be made in writing so as to assure a clear understanding of the issues raised, but may be made by phone or by email. Reports should be factual in nature and contain as much specific information as possible to allow for proper assessment and investigation of the allegations reported. If the concerns are forwarded in writing they should be forwarded in a sealed envelope and labeled “Confidential”.

Reports of wrongdoing should include the contact information for the Complainant or a statement that anonymity is requested.

All employees (including management) contacted for assistance with either filing or investigating a Report of Wrongdoing shall assist the complainant or MNP pursuant to this SOP.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Internet and Email Use Standard Operating Procedure PROCEDURE NO: CS-03-015-12

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-015 AMENDMENT DATE:

1.0 Specific Objectives

This SOP will outline Internet and E-mail access and acceptable use for the following users:

- Full-time, part-time and casual employees;
- Contractors and temporary workers authorized to access the Internet;
- Volunteers, interns, summer students, and other non-paid workers.

2.0 General Guidelines

2.1 Internet Accounts

With respect to account setup and network administration, department managers and/or supervisors are responsible for identifying and recommending Internet access levels for staff members in their department and for forwarding that information to the IT department.

All user names and passwords for County owned and operated devices must be supplied to the IT department. In the event that an employee loses, forgets, or believes that his/her password has become compromised, the employee must inform the IT department immediately. The IT department shall confirm the username, reset the password, and inform the employee of changes made and the procedures for changing the password.

2.2 Internet Usage

a) Acceptable Use

Employees may only use the Internet to complete their job duties. Permissible, acceptable, and appropriate Internet-related work activities include:

- Researching, accumulating, and disseminating any information related to the accomplishment of the user's assigned responsibilities, during working hours or overtime.
- Collaborating and communicating with other employees, business partners, and customers, according to the individual's assigned job duties and responsibilities.
- Conducting professional development activities (e.g. news groups, chat sessions, discussion groups, posting to bulletin boards, Web seminars, etc.) as they relate to meeting the user's job requirements. In instances where the personal opinions of the user are expressed, a disclaimer must be included asserting that such opinions are not necessarily those of the County.

b) Unacceptable Use

Internet use shall comply with all Federal and Provincial laws, and will not violate the County's other policies. Inappropriate and unacceptable Internet use includes, but is not limited to:

- Usage for illegal or potentially illegal purposes, such as theft, fraud, slander, libel, defamation of character, harassment (sexual and non-sexual), stalking, identity theft, online gambling, spreading viruses, spamming, impersonation, intimidation, and plagiarism/copyright infringement.
- Any usage that conflicts with existing County policies and procedures (e.g. bandwidth limitations, network storage, etc.) and/or any usage that conflicts with the County's mission, goals, and reputation.
- Copying, destroying or altering any data, documentation, or other information that belongs to the County or any other business entity without authorization.
- Downloading unreasonably large files that may hinder network performance. All users shall use the Internet in such a way that they do not interfere with others' usage.
- Accessing, downloading, or printing any content that exceeds the bounds of good taste and moral values (e.g. pornography or anything that contravenes human rights legislation).
- Engaging in any other activity which would in any way bring discredit, disrepute, or litigation upon the County.
- Engaging in personal online commercial activities, including offering services or products for sale or soliciting services or products from online providers.
- Engaging in any activity that could compromise the security of the County's host servers or computers. Any and all passwords shall not be disclosed to, or shared with other users.
- Engaging in any fundraising activity, endorsing any products or services, or participating in any political activity, unless authorized to do so as part of completing one's assigned job duties and responsibilities.
- Any individual Internet usage that violates any of the policies and procedures of the accessed information's source network.
- Accessing social media forums during work time, including but not limited to; chat lines, Facebook, texting, tweeting, MSN and personal emails.
- Allowing unauthorized or third parties to access the County's network and resources.

2.3 Security

No passwords shall be disclosed to, or shared with, other users or third parties. Any and all Internet accounts are to be accessed only by their assigned users for legitimate business purposes. Users shall not attempt to obtain anyone else's account password. If a user has

reason to believe his/her password has been compromised, the user must inform the IT department immediately. Users are required to take all necessary precautions to prevent unauthorized access to Internet services or County databases.

2.4 Access, Monitoring & Filtering

Lac La Biche County reserves the right to access, monitor, search, review and track any Internet activity or other information that is stored on any work issued computers, laptops and other devices. Specifically, the County:

- Utilizes monitoring software for the purpose of enforcing acceptable use policies. Monitoring software blocks access to certain web sites for which access is deemed to be a contravention of these policies;
- Utilizes filtering software to restrict access to web sites deemed unsuitable for business use. Where activities that conflict with the law or this SOP are discovered, Internet usage records may be retrieved and used to document any wrongdoing;
- Reports any unlawful use to the police and take appropriate action up to and including termination if a violation of the SOP policy is found;
- May review, or have security personnel review, any activities using the County's hardware, software, equipment, and accounts to access the internet. Use of the County's internet resources implies the users consent to web monitoring for security purposes. All users covered by this SOP and related policy should have no expectation of privacy in their Internet sessions.

2.5 Email

All employees will be required to adhere to the Internet and E-Mail Acceptable Use Policy and this SOP when communicating with customers, clients, or any third party on behalf of the organization via email.

Employees are expected to ensure that all communications sent on behalf of the County will be created using a consistently high level of professionalism and attention to detail.

General guidelines:

- Email communications must be polite, and begin with an appropriate greeting (e.g. Hello, Dear, or Good Morning, etc.), and maintain an appropriate tone throughout.
- Ensure that all messages use appropriate language. Inappropriate language found in County communications may result in disciplinary action up to and including termination of employment.
- Proofread your emails before sending them. Use the Spell Check function for each email to ensure that the message is free of unnecessary spelling errors.

Where an email sent on behalf of the County includes grammatical or spelling errors, we risk the chance of being viewed as unprofessional and could potentially affect our reputation or lose business.

- Ensure the accuracy of all content sent in email messages. Where a discrepancy occurs, it could harm our reputation and we run the risk of losing business.
- Use an appropriate and professional tone in the creation of email messages. It is often very difficult to determine when a person is using humour, sarcasm, or irony in an email. Please note that emails that include humour may be misunderstood and the effects could negatively impact our business.
- At all times, please avoid the use of the “All Caps” function, as messages sent in using all CAPITALS is the e-mail version of screaming, and may be taken as offensive.
- Keep messages short, simple, clear and concise. Emails should be sent only to those that require the information and you should refrain from sending unnecessary emails or mass emails.
- Remember that when you send an email, it creates a permanent electronic record. Whatever is written in your email, including content and form will be on the record for all time. Ensure that all messages sent are appropriate, and accurate in their content.
- While it's common to use short-hand for personal notes, it is unacceptable for business communication. Standard abbreviations (including: e.g., Mrs., Mr., etc.) will continue to be acceptable, however, the use of popular abbreviations and emoticons (LOL, ROFL, TTYL, BRB, smiley faces, etc.) is unacceptable.
- Ensure that all messages are sent only to the intended recipients. Avoid sending messages to parties that are not directly affected by the contents of the message.
- Ensure that all messages include a completed, appropriate and accurate “Subject” line. Ensure that the subject line is relevant to the topic, clearly stating the purpose of the email.
- Avoid sending confidential information via email and ensure that all emails are appropriately encrypted.
- Avoid using e-mail to send large attachments and only open attachments from known senders.
- Check your email frequently. In the event that any emails are missed, there is the potential for lost business, miscommunications, or failure to complete required job duties.

- Archive all messages that are older than 3 months. All County mailboxes have a space of 2GB. If employee mailboxes become full, it is the responsibility of the employee reducing the space used.

2.6 Social Networking Sites and Blogs

The use of social networking sites, such as Facebook, My Space, Friendster, etc. and personal Blogs / Twitter has been deemed UNACCEPTABLE during work time. The uses of these sites are only permissible during scheduled BREAKS. The use of social networking sites and blogs are subject to the same limitations and acceptable use regulations provided for under this SOP. The abuse of personal internet use on these sites using either County owned and operated equipment or personal internet access devices during normal working hours will be subject to disciplinary action, up to and including termination of employment.

The County reserves the right to deny access or usage of any of these social networking sites if it is deemed that employees are not abiding by this SOP.

3.0 Business Information

Lac La Biche County retains ownership rights to all information created for our business purposes, regardless of the media used to create it, or the location of said information. Similarly, the organization retains ownership rights to all forms of intellectual property created by employees while under the employ of Lac La Biche County, regardless of the time, intent or location of its creation.

Employees shall not divulge, disclose, provide or disseminate business information to any third party not employed by Lac La Biche County at any time, unless prior authorization is obtained. Furthermore, business information shall not be used for any purpose other than its reasonable use in the normal performance of employment duties for Lac La Biche County.

4.0 Lac La Biche County-Owned and Operated Property

All Lac La Biche County business is intended to be performed using County owned and operated property, including computers, telephones, BlackBerry devices, letterhead, notebooks, etc.

All information contained in, created or transmitted by County owned or County operated property is the property of Lac La Biche County and not the property of the user of the County owned or County operated property.

5.0 Employee-Owned Property

Employees are prohibited from using personally owned equipment or property for the creation, transmission or storage of Lac La Biche County business information, unless authorized to do so.

In the event that an employee creates, stores or transmits Lac La Biche County business information on personally owned property (including, but not limited to: laptop computers, desktop computers, mobile telephones, BlackBerry devices, memory cards, notebooks, PDAs, or

loose leaf paper, etc.), the business information will remain the express property of Lac La Biche County.

Lac La Biche County reserves the right to inspect and/or audit the property of employees on County premises, where it is either known that the employee uses personally owned property for the purposes of conducting Lac La Biche County business, or where it is reasonably suspected that such properties contain business information. These inspections / audits may be conducted at any time, with or without notice.

6.0 Retirement, Layoff or Termination

Upon retirement, layoff or termination of employment, employees shall promptly return (without duplicating or summarizing), any and all material in their possession pertaining to Lac La Biche County's business including, but not limited to: all customer lists, physical property, documents, keys, electronic information storage media, manuals, letters, notes and reports.

In the event that an employee terminates his/her employment with Lac La Biche County for any reason, Human Resources shall provide notification to the IT department immediately to ensure the removal of the former employee's access to Lac La Biche County email and Internet resources. This is an important measure in protecting the safety and integrity of our resources.

In the event that a device containing business information is password protected, the employee will be required to provide the correct username and password for the device.

7.0 Compliance

Employees will be expected to sign an Internet & Email Use Agreement as part of their employment orientation process.

Any violation of this SOP and any and all misconduct will be addressed according to established procedures. Violations of this SOP may result in one or more of the following:

- Temporary or permanent revoking of access to the County's Internet resources and/or other IT resources;
- Temporary or permanent revoking of County devices;
- Disciplinary action, up to and including suspension or termination of employment;
- Legal action according to Federal or Provincial laws.

8.0 Disclaimer

Lac La Biche County does not accept responsibility for any loss or damage suffered by employees as a result of employees using the County's Internet connection for personal use. Lac La Biche County is not responsible for the accuracy of information found on the Internet. Users are responsible for any material that they access, download, or share through the Internet.

9.0 Security

Users are required to take all necessary precautions to prevent unauthorized access to Internet services. Furthermore, all Internet users must comply with the following security guidelines, rules, and regulations:

- Personal files or data downloaded from the Internet may not be stored on the County's PC hard drives or network file servers.
- Video and sound files must not be downloaded from the Internet unless their use has been authorized for the purposes of conducting appropriate business on behalf of the County.
- Users must refrain from any online practices or procedures that would expose the network or resources to virus attacks, spyware, adware, malware, or hackers.
- Users are responsible for familiarizing themselves with procedures for downloading and protecting information in a secure manner, as well as for identifying and avoiding any online material deemed sensitive, private, and copyrighted.
- Employees utilizing the Internet must conduct themselves in a professional manner at all times, especially while participating in collaborative activities, and must not disclose confidential County information or intellectual capital to unauthorized third parties.

10.0 Client, Visitor and Employee Privacy

The following measures have been adopted to ensure the ongoing privacy of our clients, visitors and employees:

- Employees are strictly prohibited from posting sensitive, derogatory, malicious, inflammatory or personal information regarding our clients, visitors and employees on the County Intranet, social networking sites and/or the Internet in general on County or personal time.
- Employees are strictly prohibited from taking photographs of clients, visitors or employees on County premises for either personal or professional reasons, unless they have received prior authorization to do so. This authorization must be in writing.
- Employees are strictly prohibited from posting photographs of other employees, clients or visitors on the Internet, unless authorized to do so. This authorization must be in writing.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Social Media Personal Use Standard Operating Procedure PROCEDURE NO: CS-03-015-13

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-015 AMENDMENT DATE:

1.0 General Statement

All employees who maintain personal social media pages or accounts are required to comply with the following guidelines as they relate to their association with the County. This SOP is not intended to interfere with the private lives of our staff members, or impinge their right to freedom of speech. This SOP is designed to ensure that the County's image and branding are maintained professionally.

2.0 General Guidelines

- Staff members are prohibited from using or accessing social media sites on County devices and during regular working hours, except on breaks;
- Internet access on County premises is monitored;
- Use of personal social media must not conflict with any of the County's existing policies whatsoever;
- Employees who use these sites are prohibited from disseminating any private County information, or from posting any negative comments regarding the County;
- Posts involving the following will not be tolerated and will subject the individual to discipline:
 - Proprietary and confidential County information;
 - Discriminatory or defamatory statements or sexual innuendos regarding co-workers, management, customers, or vendors; and
- Where an employee mentions the County, they will be required to include a disclaimer stating that any opinions expressed are the employee's own and do not represent the County's positions, strategies, or opinions.

Employees are expected to conduct themselves professionally both on and off duty. Where an employee publically associates him/herself with the County, all materials associated with his/her social media posting may reflect on the County. Please be advised that inappropriate comments, photographs, links, etc. should be avoided.

County policies governing the use of corporate logos and other branding and identity apply to electronic communications, and only individuals officially designated may "speak" (whether orally or in writing) on the County's behalf.

The County's systems may not be used for any illegal activity including downloading or distributing pirated software or data.

The County reserves the right to take disciplinary action against an employee if the employee's electronic communications violate County policy or SOP.

"Original Signed"

Chief Administrative Officer

November 8, 2013

Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: County Owned Property Use Standard Operating Procedure PROCEDURE NO: CS-03-015-14

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-015 AMENDMENT DATE:

1.0 General Guidelines

County provided equipment is intended for its assigned business purposes only, and is intended exclusively for use in the performance of County business.

The organization strictly prohibits the use of County provided equipment for conducting unapproved business for any alternate sources of employment, compensated or otherwise, or for any home-based business at any time.

In the event that an employee is found to be in breach of this policy, he/she will be subject to disciplinary action up to, and including termination of employment, and may be subject to legal action.

In the event that files belonging to other companies, or containing work for other companies are discovered on County owned computers, the County shall inform the relevant parties that their files are currently located on our computers.

2.0 Acceptable Use

County owned materials and property are intended only for their approved and necessary use. Abuse of materials and property will not be tolerated, and may be subject to disciplinary action up to and including termination of employment. In the event that any County owned materials or property are lost or stolen, employees are required to report the loss / incident to their immediate supervisor as soon as possible, and will be required to participate in any investigations that are deemed necessary.

3.0 Responsibilities

3.1 Maintenance

It is the responsibility of the employee in possession of County owned property to ensure that the property/material(s) are adequately maintained.

In the event that damage to the property/material(s) occurs, the employee should report it to their immediate supervisor as soon as possible, and describe the extent of the damage, and whether or not it is still a viable piece of equipment.

Damaged property /material(s) should be returned to their immediate supervisor for assessment and repair or warranty service.

In the event that County owned property /material(s) are damaged, lost or stolen and the damage, loss or theft is found to have been caused by negligence or misuse, the employee that was loaned the property /material(s) may be responsible for the payment of repairs or replacement of the property /material(s).

3.2 Security

Employees who use County owned property are required to ensure that it is safe-guarded against theft and/or loss.

County owned property, equipment and materials are intended only for use by employees.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Telecommunication Use Standard Operating Procedure PROCEDURE NO: CS-03-015-15

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-015 AMENDMENT DATE:

1.0 Definitions

Telecommunications devices shall be defined as any device capable of transmitting speech (e.g. land-line telephone, cellular phone, computer equipped with Skype, etc.), and any other form of communication (e.g. email, text message, Internet access, etc.), via standard land-line, cellular network, or Internet access (wired or wireless).

2.0 General Statement

The purpose of this SOP is to govern the acquisition, usage, and management of land-line telephones, wireless cellular phones, BlackBerry devices, and other various telecommunications devices intended for business use by County employees. In addition, this SOP outlines appropriate standards, guidelines, and procedures for appropriate use, reimbursement policies, and other issues.

It is also the purpose of this SOP to protect corporate resources, protect employee safety, manage communications costs, and help minimize corporate liability.

This SOP applies to all employees, including contractors and volunteers that use County or personally-owned land-line telephones, cell phones, Black Berry devices or any other form of telecommunications device for the purpose of conducting Lac La Biche County business and operations. The County reserves the right to revoke telecommunications privileges at any time should it be deemed necessary to do so.

The IT department has sole discretion over the distribution, configuration, and security measures of telecommunications devices and related technology. If any non-approved devices, installation, or usage of such technology is discovered, the IT department reserves the right to remove and/or deactivate them immediately.

Possession and use of a County-owned and supported telecommunications device is a privilege, not a right. Employment at Lac La Biche County does not ensure eligibility. Any employee requiring the use of a telecommunications device must receive prior approval from his or her manager via an approved business case, application, or other channel stating why the employee needs such technology to fulfill his or her job duties. Eligible employees may use personally-owned cell phones, BlackBerry devices or other forms of telecommunication provided that each device is submitted to the IT department for inspection of security features and any required compatibility with County systems.

All expense forms for reimbursement of cost incurred due to business calls made on County or personally-owned devices must be submitted to our finance department, or an appropriate authority. If using a personally owned device, it is the user's responsibility to ensure that all monthly service statements are submitted on time for proper reimbursement.

3.0 Appropriate Use

The IT Department is responsible to advise all employees who have a telecommunication device and associated service packages as to the parameters of their service plans, so that employees are clear as to their services and usage limits.

Telecommunications devices and service packages used to conduct business on behalf of the County must be used responsibly, ethically, and cost-effectively. Therefore, the following must be adhered to at all times:

- Employees who use any telecommunications device for business purposes are expected to adhere to our Standards of Conduct Policy and SOP, and maintain their professionalism at all times.
- Employees are asked to limit the personal use of County-owned telecom devices except in response to family emergencies or unforeseen work schedule changes, and only when it is impossible or unreasonable to use a landline telephone, public pay phone, or personal phone. Exceptions to this SOP require the authorization of the employee's immediate supervisor.
- Employees will not be reimbursed for any personal calls; emails or text messages made or received using a personally-owned device that has been approved to conduct County business.
- Neither County nor personally owned telecom devices intended for business use may be used to conduct illegal transactions, harassment, or any other unacceptable behaviour, as defined in the County's anti-harassment policy.
- Whenever a County-owned cell phone is damaged, lost, or stolen, such incidents must be reported immediately to the employee's supervisor and the IT department. Authorized telecommunications device users are responsible for reimbursing the County for the full costs of damaged, lost, or stolen devices and related accessories if they were damaged, lost, or stolen due to user negligence.
- Many telecommunications devices, such as iPhone, BlackBerry and other cellular phones may be used to access the Internet. Employees who use either County owned and operated or personal and approved telecommunications devices to access the Internet during normal working hours for business purposes are subject to the expectation outlined in our Internet and E-mail Acceptable Use Policy and SOP.
- Many telecommunications devices, such as iPhone, BlackBerry, and other cellular phones may be used as Removable Media Devices. Any theft of, or damage caused by virus, Trojan horse, etc. to sensitive information, or intellectual property of the County will be

subject to disciplinary action up to and including termination of employment and possible legal action.

- Prior to termination of employment or job duties requiring cell phone use, each cell phone user must:
 - a) Reconcile all charges on his or her service account;
 - b) Ensure that service accounts are reconciled prior to departing the employ of Lac La Biche County;
 - c) Surrender his or her County-owned telecommunications device to his or her supervisor, the IT department, or the Human Resources department.

- Service accounts in arrears after departure or termination of job duties requiring telecommunications device use will result in legal action being taken against the former device user.

- If the user does not return their County-owned device, he or she will be required to reimburse the County for the replacement cost of the device.

- Telecommunication devices and all data and messages generated on or handled by County-owned or operated equipment are considered to be the property of Lac La Biche County and not the property of the users of the telecommunication devices.

- The Employee has no expectation of privacy over information contained on County-owned telecommunications devices. The County may review any information on a County-owned telecommunication device if it is necessary for the ongoing health of the device or if inappropriate use is suspected.

“Original Signed”

Chief Administrative Officer

November 8, 2013

Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Dress Code Standard Operating Procedure

PROCEDURE NO: CS-03-015-16

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-015 AMENDMENT DATE:

1.0 General Guidelines

Employees are responsible for exercising sound judgment and common sense for their attire at all times. If an employee is deemed to be wearing inappropriate attire, his/her supervisor is responsible for coaching the employee accordingly.

Employees whose regular job duties include physical lifting or regular outdoor work may wear appropriate casual clothing (including jeans/shorts) at times. Shorts may be deemed inappropriate where a safety concern for accident or injury is present.

Individual situations relating to appropriate workplace attire may be addressed on a case-by-case basis. If you have questions about these guidelines or the dress requirements of a particular business area, please contact your supervisor.

Departure from appropriate grooming, hygiene and attire standards will result in employee counselling.

Specific departmental policies regarding the wearing of uniforms are in place for the Protective Services department. Employees in this department are required to comply with departmental provisions.

In the event of a dispute regarding the suitability of an employee's apparel, the Chief Administrative Officer and/or the Manager of Human Resources shall provide guidance and policy/procedure interpretation advice to the responsible Supervisor.

Personal appearance standards may be reviewed periodically and updated as deemed necessary.

1.1 Business Attire

Employees who maintain regular, in-person contact with customers will be required to wear appropriate business attire.

- Men – dress shoes, dress shirts, ties, slacks, sweaters.
- Women – dress tops, dress pants, dresses, skirts, sweaters, pant-suits, dress shoes.

1.2 Business Casual Attire

Employees may choose to wear business casual attire when not in contact with customers. Employees are expected to keep appropriate business attire on hand at all times in the event that they are required to attend an in-person customer meeting.

- Men – collared shirts (either dress or golf), khakis, slacks, dress shoes or casual dress shoes, sweaters.
- Women – collared shirts (either dress or golf), khakis, slacks, skirts, dresses, dress shoes or casual dress shoes, sweaters.

1.3 Casual Friday

Lac La Biche County employs a “Casual Friday”, wherein our employees are welcome to wear workplace appropriate dark denim jeans (no rips, tears, white wash, embellishes or stains), and running shoes (no rips, tears or stains).

While Casual Friday allows our employees to dress in a more casual fashion, employees should take into account the necessity to continually conduct themselves in a professional fashion, and dress in such a way that will not create a negative perception by customers, either internal or external. Employees are expected to keep appropriate business attire on hand at all times in the event that they are required to attend an in-person customer meeting.

1.4 Inappropriate Attire

The following items are not appropriate or permitted in any area during normal working hours, including Casual Friday:

- Sweat pants/Yoga Pants
- Jogging pants
- Pants that expose the midriff, underwear or leggings
- Gym shorts
- Bicycle shorts or other athletic shorts
- Low-cut tops
- Halter tops
- Spaghetti strap tops
- Tops that expose the midriff or underwear
- Mini-skirts
- Any form of clothing that is mesh, sheer, see-through or otherwise revealing
- Any form of clothing that is generally offensive, controversial, disruptive or otherwise distracting
- Any form of clothing that is overtly commercial (including items with company logos such as “Guess”), contains political, personal or offensive messages
- Plastic flip-flops or sandals
- Beach footwear

Employees who do not comply with the Dress Code SOP will be subject to progressive disciplinary action up to and including termination of employment.

“Original Signed”

 Chief Administrative Officer

November 8, 2013

 Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Drug and Alcohol Use and Testing
Standard Operating Procedure

PROCEDURE NO: CS-03-015-17

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-015 AMENDMENT DATE:

1.0 General Guidelines

1.1 Use of Alcohol or Drugs

Lac La Biche County is committed to providing a safe, drug and alcohol free workplace and to ensuring that hazards associated with drug and alcohol use are removed from the workplace.

The use of non-prescribed drugs or alcohol during work hours is strictly prohibited. The County prides itself on providing a safe working environment for all of its employees. Employees under the influence of drugs or alcohol on the job can pose serious safety and health risks both to themselves, their coworkers and visitors to our premises. To help ensure a safe, healthy workplace, the County reserves the right to prohibit certain items and substances from being brought on to, or being present on County premises.

The County also prohibits any employee from reporting to work, or working with any measurable level of illegal or non-prescription drugs, alcohol, or other controlled substance which might affect the employee's ability to work safely.

Courts and human rights tribunals have acknowledged that drug and alcohol dependencies are medically recognized disabilities under human rights law. Therefore, drug and alcohol dependencies are protected under the grounds of mental and physical disability under the *Alberta Human Rights Act* ("Act"). Casual drug or alcohol use is not protected by the Act.

2.0 Prohibited Behaviour

The following are strictly prohibited:

- Employees attending work while under the influence of any non-prescribed drugs or alcohol while they are on County premises, operating a County vehicle, or are in the act of conducting County business regardless of location.
- The use, possession, sale, manufacture or dispensation of any illegal drug, alcohol, or paraphernalia associated with either. Any illegal substances will be surrendered to the appropriate law-enforcement authority.
- The use of alcohol or illegal drugs off County premises that adversely affects the employee's work performance, the safety of his or her own and others safety at work, or reputation in the community.

- Failure to adhere to the requirements of any drug or alcohol treatment or counselling program in which the employee is enrolled.
- Failure to undergo an alcohol or drug test when required to do so pursuant to this SOP.
- Failure to report to management the use of any prescribed drug which may alter the employee's ability to safely perform his or her duties.
- Given the particular risks involved in the impaired operation of motor vehicles, any employee who operates a County-owned vehicle or any other vehicle while on County business while under the influence of alcohol or illegal drugs will be terminated immediately and without notice; and any damage done to individuals or property by an employee who is operating a County-owned vehicle or any other vehicle while on County business while under the influence of alcohol or illegal drugs shall be the employee's personal responsibility, and the employee will be required to pay for such damage personally.

3.0 Consequences of Breaching this Standard Operating Procedure and related Policy

Violations of this SOP and related policy may result in disciplinary action up to and including termination of employment for just cause depending on the nature of the violation.

The County reserves the right to search personal belongings brought to County worksites (including lockers, company vehicles, personal bags) if there are reasonable grounds to believe that an employee is impaired, has consumed alcohol or drugs on the job, or is in possession of an illegal substance.

The County will report violations of Canadian or Alberta laws to the appropriate law enforcement authority.

4.0 Drug and Alcohol Testing

The Manager of Human Resources may require an employee to attend an alcohol or illegal drug test conducted by a third-party laboratory in the following circumstances:

- Where an employee is impaired, appears to be impaired, or the County has reason to suspect that the employee is impaired by alcohol or an illegal drug at work;
- Following a work-related accident which may have been caused in whole or in part by an employee whose behaviour appears to have been dangerous or reckless, or who otherwise appears to be impaired by alcohol or an illegal drug, or who the County otherwise has grounds to suspect that the accident was related to drug or alcohol use;
- For employees in a safety-sensitive position, randomly before and during employment to ensure compliance with this SOP.
- For employees who have entered into an accommodation agreement following treatment for alcohol or drug dependency

Managers with concerns regarding a possible violation of this SOP must report to the Manager of Human Resource for further direction. No employee shall be required to undergo an alcohol or drug test unless approved by the Manager of Human Resources.

5.0 Responsibilities

Employees who suffer from an alcohol or drug dependency (including use of prescription of over-the-counter medication that could impair job performance) may require accommodation pursuant to the Act. The County will take appropriate steps to accommodate employees with alcohol or drug dependencies.

5.1 County's Responsibilities

Where an employee suffers from an alcohol or drug dependency, the County will take appropriate steps pursuant to the Act, which may include:

- Offering the employee a leave of absence from work to seek assessment and rehabilitation treatment;
- Allowing the rehabilitated employee to return to work after treatment;
- Addressing issues such as lateness and absenteeism without strictly applying an absenteeism Policy/SOP;
- Accommodating some relapses prior to, during and following treatment if such accommodation does not create an undue hardship.

5.2 Employee's Responsibility

Where an employee suffers from an alcohol or drug dependency, he or she will cooperate with the County by:

- Disclosing their status to their supervisor or the Manager of Human Resources, if the employee is experiencing problems with drug or alcohol dependency;
- Disclosing their status if the employee has had past problems with a drug or alcohol dependency and it impacts on his or her ability to safely complete current job duties;
- Providing medical information to the County to establish the existence of an alcohol or drug dependency;
- Cooperating with the recommendations of any required professional assessments and abiding by the terms of treatment plans;
- Providing the County with sufficient information regarding the employee's need for accommodation to permit the County to create and maintain an accommodation plan;
- Meet reasonable expectations such as follow-up drug and alcohol tests once the employee is fit to return to work.

Where an employee fails to cooperate with the County in its attempts to accommodate the employee, he or she may be disciplined up to and including termination of employment for just cause.

"Original Signed"
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY POLICY

TITLE: Lac La Biche County's Compensation and Benefits Policy	POLICY NO: CS-03-016
RESOLUTION: 13.416	EFFECTIVE DATE: September 24, 2013
LEAD ROLE: Manager, Human Resources	NEXT REVIEW DATE: September 24, 2016
SPECIAL NOTES/CROSS REFERENCE: Procedures: CS-03-016-01 to CS-03-016-16	AMENDMENT DATE:

POLICY STATEMENT:

Lac La Biche County strives to maintain a total compensation package that is internally equitable and externally competitive. The components of the benefits are designed to address the needs of our employees, reward employees for their contributions, attract and retain suitable candidates and foster a satisfying work experience at Lac La Biche County.

General Statements:

a) Administration of Salary and Benefits

Lac La Biche County strives to maintain a salary and benefits program that is internally equitable and externally competitive.

b) Employee Wellness Programs

Lac La Biche County supports the overall wellness of our employees by developing voluntary wellness initiative which encourage and support healthy personal lifestyle choices and safe practices both on and off Lac La Biche County premises.

c) Employee Recognition

Lac La Biche County recognizes and values the efforts and accomplishments of all employees and the contributions they make towards the success of our organization. The municipality will strive to recognize their achievements in an appropriate and timely fashion.

d) Professional Development

Lac La Biche County supports the job-related training and development of its employees, with the particular objective of meeting the County's present and future skill needs.

e) Special Leave

Lac La Biche County understands that under certain circumstances special leave with or without pay may be granted to an employee to take care of non-work related matters.

i) Bereavement/Funeral Leave

Lac La Biche County understands that employees should have time off work to attend funeral services, grieve, and deal with family issues in the event of a death. It is our

intention to ensure that our employees are provided the time they need to properly take care of their family obligations, while maintaining their employment with our organization.

ii) **Compassionate/Emergency Leave**

Lac La Biche County is committed to supporting a work-life balance for its employees and understands that situations can arise in which employees need to be away from work to attend to urgent matters that directly affect their families or dependants.

iii) **Jury Duty**

Lac La Biche County recognizes and respects the necessary civic duty of Jury Duty, and shall make accommodations for employees that have been selected to perform it. The County also recognizes that there are times when an employee is required to attend court as a plaintiff, defendant or witness.

iv) **Reasonable Accommodation**

Lac La Biche County will support required workplace accommodation for employees and job applicants under the grounds described in the Human Rights Code/Act, up to the point of undue hardship for the organization.

v) **Return to Work**

The County is committed to supporting employees to safely return to work, at the earliest possible date following an injury or illness, through the implementation of a return to work program.

vi) **Maternity/Parental/Adoption Leave**

Lac La Biche County ensures that employees are provided with maternity, parental or adoption leave, in accordance with Alberta Employment Standards Code guidelines, without fear of a negative impact on their employment status or opportunities with the organization.

vii) **Sick Leave**

It is the commitment of the municipality to establish guidelines and procedures surrounding the awarding and use of sick leave benefits.

viii) **Statutory Holiday**

In addition to annual vacation leave, Lac La Biche County provides a variety of paid holidays to employees each year: a blend of statutory, civic and County-recognized holidays.

ix) **Vacation**

It is the policy of the municipality to provide annual vacation benefits to employees, which shall include vacation time off or vacation payment compensation.

x) **Employee Personal Improvement and Development Plan**

Lac La Biche County is committed to offering each permanent employee an opportunity to develop a Personal Improvement and Development Plan, including financial incentives, in an effort to further enhance their health and wellbeing.

“Original Signed”

Chief Administrative Officer

November 7, 2013

Date

“Original Signed”

Mayor

November 8, 2013

Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Administration of Salary & Benefits Standard Operating Procedure PROCEDURE NO: CS-03-016-01

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-016 AMENDMENT DATE:

1.0 Specific Objectives

The purpose of this SOP is to assist supervisors to formulate and apply equitable salary and wage administration decisions for employees of Lac La Biche County.

Lac La Biche County has developed this SOP and related policy to achieve the following objectives:

- To facilitate a better understanding of the County's principles for salary administration;
- To assist employees to understand the manner and principles by which salaries/wages are adjusted; and
- To help County management translate the results of performance appraisals into meaningful salary/wage adjustments for each employee.

2.0 General Guidelines

Fundamental to the effective and equitable administration of salaries and wages is a valid evaluation of a current, accurate position description. Therefore, position descriptions and classification decisions should be reviewed **whenever:**

- (a) a new position is created; **or**
- (b) a significant change occurs in duties, responsibilities or reporting relationships; **or**
- (c) a position becomes vacant; **or**
- (d) within three years of its having been last described in writing, whichever should occur first.

3.0 Salaries/Wages on Appointment

- (a) When an employee is appointed to a position at Lac La Biche County, that person's salary/wage shall be established at not less than the minimum of the range for the job to which the employee has been appointed.

- (b) In recognition of particularly relevant additional experience, the employee may be appointed at a rate above the minimum of the range, with due regard, however, for salary/wage relativities within the appointee's work unit specifically, and within Lac La Biche County, generally.
- (c) The specific amount of the appointee's salary/wage shall be determined by:
 - i) Human Resources, in consultation with the related Manager if the salary/wage is within the first 3 steps of the range.
 - ii) Through application of the County's "**two-up**" recommendation and approval process if the salary/wage is above the third step of the range.
- (d) In the case of an appointee who will report directly to the Chief Administrative Officer, the Chief Administrative Officer shall determine the appointment salary/wage.

4.0 Salaries/Wages at the end of Probation

Unless there is a special arrangement at the time of hire that has been approved by the Appropriate Authority, salary increases are not scheduled at the end of probation. Salary increases can only happen at the end of probation if a special arrangement has been made upon hire, or the employee has performed extraordinarily in the position. Pay increases in either case must be authorized using the "Two-Up" protocol.

5.0 Salary/Wage Adjustment

Salary/Wage Adjustment Authority:

- (a) All Employees Except Those Reporting to the Chief Administrative Officer:
Salary/wage adjustments (Market and Merit) shall be approved in accordance with the County's "**two-up**" recommendation and approval process.
- (b) Employees Reporting to the Chief Administrative Officer:
Salary/wage adjustments (Market and Merit) for employees reporting directly to the Chief Administrative Officer shall be reviewed and decided upon by the Chief Administrative Officer.

6.0 Market Salary Wage Adjustment

The salary/wage range, or an employee's salary/wage, may be adjusted from time to time to recognize changing economic conditions and Cost of Living Allowance (COLA) considerations, and to permit Lac La Biche County to compete effectively in the recruitment and retention of qualified, competent and committed staff and should not be interpreted to be the result of an assessment of that employee's performance.

- 6.1 Eligibility:
Should an upward market adjustment to the pay range be deemed necessary, all employees in the associated effected positions, regardless of length of service, shall be eligible for such an increase.
- 6.2 Application of Market Salary/Wage Adjustments:
Market adjustments to employee salaries/wages shall be in the form of movement to the same relative step on the adjusted salary/wage range (i.e. Step 3 on the former range to Step 3 on the adjusted range).
- 6.3 Market Salary/Wage Adjustments to Salary Ranges Attached to Red-Circled Positions:
There shall be no market adjustment to the salary/wage range of a red-circled position or actual salary/wage of a red-circled employee.

7.0 Merit Salary Wage Adjustments

7.1 Eligibility:

A salary review usually follows the annual performance review. Work knowledge, skills and abilities, responsibility, effort and working conditions are reviewed by the employee's supervisor as well as whether the employee's performance has achieved or exceeded job performance standards during this review period. The supervisor will confirm salary adjustments and the effective date of the adjustment in writing, usually stated on the annual performance evaluation form. Human Resources will make a copy for the employee and the employee's personnel file.

- (a) Full-Time/Part-Time Permanent and Full-Time/Part-Time Term Employees:
Salary reviews take place annually on the employee's anniversary date of commencement.
- (b) Casual Employees:
In the case of casual employees, a salary review will be considered when the employee's working hours equate to one year of service. For positions that traditionally work seven (7) hours a day, this would equate to 1820 hours a year, for positions that traditionally work eight (8) hours a day, this would equate to 2080 hours in a year. All employees deemed "Fully Competent" or better, as determined through application of Lac La Biche County's performance management process, may be recognized by increasing the salary/wage of the employee up to, but not beyond the maximum of the range.
- (c) Seasonal Employees:
Conditional on a performance rating of "**Fully Competent**" Performance or better, at the end of a season of employment with Lac La Biche County, upon becoming re-employed at the start of the subsequent season, Seasonal Staff shall be granted, at a minimum, one range salary/wage increase.

7.2 Amounts of Merit Salary/Wage Adjustments:
Salaries may be adjusted within the following parameters:

- (a) "Fully Competent" Performance:
The salary/wage of an employee, whose performance is assessed as "Fully Competent" qualifies for a one step increase within the range but may NOT exceed the maximum of the range.
- (b) "Frequently Exceeds Expectations" Performance:
The salary/wage of an employee, whose performance is assessed at this level qualifies for a one or two step increase within the range but may NOT exceed the maximum of the range.
- (c) "Consistently Exceeds Expectations" Performance:
The salary/wage of an employee, whose performance is assessed at this level qualifies for a two-step increase within the range but may NOT exceed the maximum of the range.
- (d) "Unsatisfactory" or "Below Expectations" Performance:
There shall be no merit adjustment to the salary/wage of an employee whose performance is assessed below the "Fully Competent" performance category, until such time as that employee's performance is assessed as "Fully Competent" or better. At that time an adjustment may be made. There shall be no retroactivity in any such adjustments, however.

8.0 Salaries/Wages on Promotion

- (a) Where a Lac La Biche County employee is promoted to a job in which the maximum of the new range exceeds the maximum of the range for the employee's pre-promotion job, the employee's salary/wage shall be placed **either** at a rate in the higher range representing at least a one-step increase, or equivalent thereof, on the former range **or** shall be placed at the maximum of the new range, whichever is the lesser.
- (b) In accordance with the County's "**two-up**" recommendation and approval process, an additional increase may be granted, provided the resulting salary/wage does not exceed the maximum of the salary/wage range for the position.

9.0 Salaries/Wages upon Upward Reclassification

The Supervisor will notify Human Resources if they feel a position's requirements/duties have changed and the job requires a formal re-evaluation. Human Resources will coordinate any job evaluation reviews.

- (a) Where a Lac La Biche County's employee's position is reclassified, through the application of the County's Job Evaluation process, and the maximum of the new range exceeds the maximum of the range for the employee's pre-reclassification level, the employee's salary/wage shall be placed at a step on the higher range which is nearest to, but not less than the employee's former salary/wage rate. This

salary/wage shall not be less than the minimum, nor greater than the maximum of the new range.

- (b) In accordance with the County's "**two-up**" recommendation and approval process, an additional increase may be granted, provided the resulting salary/wage does not exceed the maximum of the salary/wage range for the position.

10.0 Salaries/Wages Upon Downward Reclassification

- (a) Where a Lac La Biche County employee's position is reclassified, through the application of the County's Job Evaluation process, and the maximum salary/wage of the new pay grade is **lower** than the maximum salary/wage of the pay grade for the employee's pre-reclassification level, the employee's salary/wage **range** shall be frozen ("**Red Circled**") until such time as the maximum salary/wage for the new pay grade meets or exceeds the maximum of the employee's "red circled" salary/wage range.
- (b) The employee is not eligible for market or merit adjustments to the "red circled" salary/wage range.
- (c) When the maximum of the correct range for the job meets or exceeds the maximum of the "red circled" salary/wage range, the employee's salary/wage will be placed on the appropriate range and the employee will once again be eligible for **BOTH** market and merit salary/wage adjustments.

11.0 Salaries/Wages Upon Transfer

- (a) Where a Lac La Biche County employee is transferred to a job where the maximum salary/wage of the new pay grade is the same as the maximum salary/wage of the pay grade for the employee's pre-transfer job, there shall be **no adjustment** to the employee's salary/wage.
- (b) Should an employee be moved to a job where the maximum salary/wage of the pay grade is less than that of the employee's former job, the employee's salary/wage shall be reduced so that it falls at or below the maximum of the range for the new job, and whichever is the closest rate to the employee's pre-demotion salary/wage.

12.0 Paydays

Both salaried and hourly employees will be paid bi-weekly, provided approved timesheets are submitted by the pay period cutoff. Payroll schedules are available from the Finance Department and from Human Resources.

Pay is automatically deposited into each employee's chosen bank account according to the pay schedule. All employees will receive a paystub prior to direct deposit of earnings.

13.0 WCB Administration

- (a) Lac La Biche County is committed to disability prevention, support and assisting employees returning to work as soon as possible following an occupational or non-occupational injury or illness.
- (b) Should the disability occur while an employee is working on the job, the employee is eligible for financial assistance through the Workers Compensation Board benefits and policies.
- (c) When an incident occurs, the reporting Manager or General Manager of the injured employee shall be responsible to coordinate with the Manager, Protective Services who is the administrator for the WCB benefits. The Manager or designate of the injured employee shall be responsible to complete a Lac La Biche County Incident Investigation Report and the WCB Employer's Report of Injury or Occupational Disease. WCB must be notified of the injury within 72 hours. Please refer to the section 7 Incident Investigations in the Lac La Biche County Safety Manual.
- (d) If the injury is a lost time incident, the salary of the injured employee will be suspended from the day after the incident occurred. The Workers Compensation Board may cover an injured workers salary at 90% of gross earnings, but please note that WCB has the right to refuse coverage. If the employee is eligible, at no time will Lac La Biche County suspend health and dental benefits nor LAPP pension benefits while the employee recovers from injury.
- (e) Employees who are unable to perform their regular duties because of illness or injury (work or non-work related) are expected to participate actively in modified/alternate work and rehabilitation planning. The manager or designate of the injured employee, along with Human Resources will document the requirements for the employees return to work on "light duties" and have the injured employee sign the Offer of Modified Work Agreement Form.

"Original Signed"
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Employee Benefits Standard Operating Procedure

PROCEDURE NO: CS-03-016-02

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-016

AMENDMENT DATE:

1.0 General Guidelines

When we talk about how much an employee of the County earns, we consider our total compensation package as total pay.

The total compensation package is comprised of the following components:

- Base Pay + Group Benefits + Pension+ Extended Health Care Benefits

2.0 Pension Plan

- Employees are eligible for participation in the Local Authorities Pension Plan (LAPP) in accordance with the criteria set out in the Local Authorities Pension Plan Handbook, available from Human Resources and the Finance Department.
- Upon hire, permanent full-time employees must participate in the Local Authorities Pension Plan. Permanent part-time employees and employees who are appointed to term positions of one year plus one day, or more, who are scheduled to work at a minimum the half time equivalent to the related full time position, may choose to participate in the Local Authorities Pension Plan.
- Casual or term employees (who are appointed to positions of less than one year) and seasonal employees are not eligible for participation in the LAPP.
- Permanent staff members who are on Long Term Disability benefits will be permitted to contribute to the Local Authorities Pension Plan (LAPP) up to and including one year following the date the disability began. Lac La Biche County will match at the applicable percentage rates of the employee portion and pay the employer portion of the premium up to and including one year following the date disability began, pending the employee contributes his/her portion. Should the employee return to work, LAPP benefits contributions will be reinstated at the same rate as before the disability began.

3.0 Extended Health Care Benefits

For complete details on the current health and dental benefits plan, please see the Employee Benefits Manual, available from Human Resources and the Finance Department.

- Upon completion of three consecutive months of service, permanent full-time

employees, and permanent part-time employees who are scheduled to work in excess of 30 hours per week, are eligible to receive full benefits in accordance with the current Extended Health Care benefit plan.

- Permanent part-time staff who works a minimum of 15 hours per week shall be eligible for benefits under the current Extended Health Care Benefit Program on a pro-rata basis in the proportion that their weekly hours of work bear to the weekly hours of work of a full-time staff member in a similar position.
- Notwithstanding the above, part-time staff must work 20 hours per week to participate in the current Extended Health Care Benefit Disability Insurance Plan.
- Casual or term employees who are appointed to positions of less than one year and seasonal employees are not eligible for benefits.
- Term employees who are appointed to positions with an expected term of 12 months or more, upon completion of three consecutive months of service, are eligible for benefits, with the exception of 120 days of General Illness.
- Volunteer Firefighters shall be provided with a limited benefits plan under the terms of the County's contract with Jubilee Insurance.
- Permanent employees who are on Long Term Disability benefits will be provided with 100% of premium coverage for health and dental benefits up to a maximum of two years from the date the disability began. The option to continue with health and dental benefits through the current Extended Health Care Benefits Plan; should the permanent employee so choose to enroll, will result in he/she being required to pay 100% of the premiums by means of being invoiced by Lac La Biche County. Under the current Extended Health Care Benefits plan regulations, should the employee choose to terminate health and dental coverage, the employee may not be permitted to reinstate the coverage once they return to work.
- If a new permanent, full-time or part-time employee wishes to do so, the three-month waiting period for benefits coverage, set out above, may be waived upon approval by the Chief Administrative Officer.

4.0 Employee Assistance Program

- Employees, Council members and their immediate families have access to an Employee Assistance Program (EAP). This program offers confidential support services including individual and family counseling, financial and legal counseling and family advisory and health information services. If necessary, the program also provides referral to long term, specialized care.

- Delivery of counseling services under the EAP is provided through a reputable external provider specializing in the provision of EAP programs, namely Shepell-FGI. Employees and their families can access any of the EAP services by calling **1-800-387-4765** (Canada-wide), TDD 1-800-363-6270 (hearing impaired), or you may request an appointment via the internet at www.fgiworldmembers.com.
- The service is provided at no cost to employees or immediate family members and is available to municipal employees eligible to receive coverage under group benefits plans.
- The EAP is a voluntary program that employees should feel free to access at their own choice. There will be no mandatory referral to EAP.
- The program is structured to allow employees choice in how they access EAP. The administration and operation of the program is coordinated through the Chief Administrative Officer (or designate). A brochure providing greater detail on the range of services is available under the EAP is available from Human Resources.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Employee Wellness Programs Standard Operating Procedure

PROCEDURE NO: CS-03-016-03

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-016 AMENDMENT DATE:

1.0 General Statement

Lac La Biche County supports the development and implementation of wellness programs for employee's that will provide education and awareness of the benefits of wellness, build skills to assist individuals in making healthy choices, and make changes to the work environment that will facilitate those healthy choices.

2.0 Participation

- Participation in the Lac La Biche County wellness programs is strictly voluntary.
- Employees that wish to participate in the Lac La Biche County wellness programs may be asked to submit information that relates to their current health, and potential health-related goals they wish to accomplish through the program. This information will be held in confidence.
- Lac La Biche County employees that wish to discontinue their participation in any component of wellness programs may do so at any time without the necessity of an explanation or discussion.

3.0 Privacy

- All information provided by Lac La Biche County employees for the purposes of participation in the Lac La Biche County wellness programs shall be kept private and confidential, and will in no way, shape or form be used in the evaluation of their performance at work, or affect their employment status with Lac La Biche County.
- All medical information will be strictly confidential, and shall not be used against the employee in any way, shape or form.
- Access to employee wellness programs information will be limited to the Human Resources department, specified trainers, and the health professionals associated with this wellness program, or other County wellness leaders, upon approval by the employee.

4.0 Legal Considerations

- Lac La Biche County will advise all employees that are considering participation in wellness programs to consult their physician before undertaking any regimen of diet or exercise.

- Lac La Biche County will not be held liable for any accidents or incidents that occur off of Lac La Biche County premises that may be construed as arising out of participation in the wellness programs.
- Lac La Biche County employees are not required to participate in the wellness programs, and may participate voluntarily, of their own volition, without any unnecessary fear of retaliation for lack of participation.
- Lac La Biche County offers these programs as a service to our employees, and will not try to influence the behaviors of employees on County premises relating to health, except for any other Lac La Biche County policy or procedure that reasonably prohibits types of behavior in particular circumstances.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Employee Recognition Programs Standard Operating Procedure PROCEDURE NO: CS-03-016-04

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-016 AMENDMENT DATE:

1.0 Definitions

County-Wide Recognition: Annual awards (such as Employee, Manager and Volunteer of the Year) may be given to individual employees who demonstrate excellence and innovation in meeting the objectives of the organization.

Department-Wide Recognition: Formal and informal recognition given at a departmental level to individual employees or teams for outstanding contributions and accomplishments which best reflect the Department's mission, vision and values.

Formal Recognition: A formal process, and includes the submission of a nomination which is voted on, or through the consideration of the board.

Informal Recognition: Acknowledgment of day-to-day accomplishments in the workplace.

Long Service: Recognition provided for a staff member that has provided the County with a long history of commitment, dedication and exceptional service, and has been with the organization for a specified number of years.

Service Appreciation: Recognition provided to acknowledge the service and efforts of a long service staff member upon receipt of his/her intent to resign or retire.

2.0 General Guidelines

Recognition may be provided in the following manners:

- Verbal or written congratulations and/or thanks;
- Awards for excellence and/or achievement; and
- Ceremonies for the celebration and communication of excellence and/or achievement.

The County will ensure that all recognition provided reflects the staff member or team's ability to successfully meet or exceed defined corporate objectives, goals and values, and will ensure that the recognition creates a lasting effect.

3.0 Department Obligations

Recognition programs employed for use in all departments must act in accordance with the Compensation and Benefits Policy.

Each department will be responsible for effectively documenting laudable service achievements, and communicate these achievements effectively. Where appropriate, departments will provide recognition, and may submit the information for consideration for organization-wide recognition and/or award(s).

Departments are encouraged to promote County goals and objectives, and the recognition programs and strategies.

Human Resources shall create documentation for all formal recognition activities and provide feedback to assist in the review and revision of recognition programs.

Human Resources will monitor and evaluate the recognition programs and SOP, and revise as appropriate.

4.0 Long Service Award

Lac La Biche County acknowledges that it is appropriate to give recognition to those employees whom have shown dedication to the County through their long service to the County. This recognition will come in the form of a gift and certificate which will be awarded to each eligible employee at a special annual ceremony.

4.1 Procedure

- Lac La Biche County shall give a long service award to each permanent employee who has completed a multiple of five (5) years of continuous service to the County (i.e. 5, 10, 15, 20, etc.), by and including July 31 of the awarding year.
- The award shall be in the form of a gift worth a value of approximately \$100.00 for a five year award, increasing by \$50.00 for each subsequent multiple (i.e. \$150.00 for 10 years, \$200.00 for 15 years) to a maximum of \$250.00. Administration shall provide for a selection of items from which the award recipient can choose from, prior to the award ceremony. Further, a personalized certificate noting the employee's term of service shall be provided to the award recipient.
- The value of the award for part-time employees will be prorated by their FTE.
- The FTE for a part-time employee shall be calculated as the total hours employed compared to the total hours of a full-time employee.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Professional Development Standard Operating Procedure

PROCEDURE NO: CS-03-016-05

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-016 AMENDMENT DATE:

1.0 General Statement

This SOP and related policy has been adopted by Lac La Biche County to enhance professional development opportunities for staff by supporting participation in professional conferences and educational activities.

2.0 General Guidelines

Lac La Biche County shall create and maintain a budget for professional development costs.

Lac La Biche County will work to ensure that Professional Development objectives align with any Human Resources strategic plans for succession planning and career planning.

Lac La Biche County will offer funding for Professional Development in an effort to provide staff with career advancement and professional development opportunities.

Supervisors are responsible for identifying developmental requirements for and with employees and for noting these requirements in the County's Performance Management process and forms.

Probationary, Term, Casual and Seasonal employees will normally not be considered for training or development support by the County. Exceptions may be made at the discretion of the General Manager, Manager or the Chief Administrative Officer.

Where it is either not possible or is not practical to arrange development programs during the employee's regularly scheduled hours of work, the time involved in attending the professional development opportunity is **NOT** considered to be work or overtime and the employee shall be provided with either equivalent time off with pay **OR** the employee shall be compensated, on an hour-for-hour basis, for the employee's personal time taken in attending the training program.

No compensation shall be paid by Lac La Biche County for the time for an employee to complete homework, assignments, exams or other such similar activity associated with an on-line or distance education course. Course work shall not be worked on by the employee while the employee is at work.

3.0 Training Schedules

Where the County requires a staff member to enrol in professional development activities, the training shall be scheduled as often as possible during regular working hours, on an agreed timetable that causes a minimal disturbance to the completion of their regular job-duties.

Where a staff member is required to enrol in professional development activities, the staff member, their supervisor and the Human Resources department shall work together in selecting an appropriate format of training that best suits the schedule and educational needs of the employee.

When an employee makes a request for professional development activities, as a personal development exercise, the training shall be completed outside of regular working hours.

4.0 Applying for Professional Development

Employees, who would like to enrol in professional development activities and are not required to complete the training as a condition of employment, will be required to submit a written request for training to their supervisor stating the desired form of training, dates and the rationale for requesting the training. The supervisor will review the request. Where the request is approved and fits within departmental training budgets, the employee will be notified in writing of the approval.

For all personal development requests above \$2,000, for which the professional development opportunities result in the employee obtaining academic credits, the requesting staff member shall be required to agree to and sign a Return Service Agreement.

5.0 Approval of Training, Training Leave and Associated Expenses

Authorities for approval of training, training leave and training related expenditures are as follows:

- For employees reporting directly to the Chief Administrative Officer - the Chief Administrative Officer.
- For all other employees - approval is made in accordance with the County's "**two-up**" recommendation and approval process.
- In all cases where the County is requested to support employee training or development, written approval must be obtained before the training or development commences.

6.0 Reimbursement for training costs

Upon pre-approval of professional development related expenses, and presentation of receipts, the County shall reimburse a County employee for the costs associated with registration for courses, conferences and seminars, tuition fees, course materials, accommodations, travel and subsistence.

7.0 Travel to Courses and Seminars

Provided the County has requested and/or approved that the employee attend a course, seminar or developmental program, and provided that the course, seminar or developmental program takes place outside the Lac La Biche County area, an employee shall be compensated at straight time on

an hour-for-hour basis, for the reasonable time required to travel to and from such conferences, seminars, courses and other developmental programs. The reasonableness of the time shall be determined by the authority approving the training.

In the event that a County vehicle is available for use, and the employee chooses to drive their own vehicle, the employee will only be compensated half of the current reimbursement rate.

8.0 Membership Fees for Professional Associations and Organizations

Upon approval under the provisions of the County's "two-up" recommendation and approval process, the County shall pay membership fees in any professional association or organization to which the employee must belong in order to satisfactorily perform her or his duties with the County.

9.0 First Aid Training

First Aid training shall be provided to permanent staff members, as identified by the responsible Manager or General Manager as appropriate, and the County shall ensure that such identified employees attend a refresher First Aid course at least every two years. In no instance, however, shall there be fewer than TWO such staff members in EACH Department.

10.0 Tracking

Human Resources can track the successful completion and/or attendance of professional development opportunities.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Special Leave Standard Operating Procedure

PROCEDURE NO: CS-03-016-06

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-016 AMENDMENT DATE:

1.0 General Guidelines

Under certain circumstances special leave with or without pay may be granted to a permanent employee by approval from the appropriate department Manager.

2.0 Special Leave with Pay

Circumstances for which Special Leave with Pay May be Granted:

- **Illness in the immediate family** (spouse, common-law spouse, child, parent of the employee, parent of the employee's spouse or of the common-law spouse) and requiring that the employee provide care to the family member, up to five days may be granted, per circumstance. For the purposes of this SOP, "spouse" shall be as defined in the Extended Health Care Benefits Plan.
- **Upon the birth or the adoption of a child**, two days of Special Leave with pay shall be granted to the employee.
- Requirement of an employee **to discharge his or her duties as the Executor of an estate**, up to five days may be granted.
- **Change of residence location for the employee**, in which case the special leave shall not exceed two days per fiscal year.
- **Natural disaster** such as fire, flood, tornado, as a result of which the employee must personally attend to certain emergency activities, up to five days may be granted.
- **Requirement to assist a law enforcement agency by appearing in a line-up**, in which case the required time shall be considered as special leave.
- **For an employee or a member of the employee's immediate family to attend an appointment with a healthcare professional outside of the Lac La Biche area**, a full day with pay shall be granted. No more than six days per calendar year may be approved for each employee for this purpose.

- **Inclement Weather**

- i. Municipal offices remain open during severe weather conditions unless declared closed by the Chief Administrative Officer (or designate). In the event of a closure, managers are required to make every effort to maintain at least a minimum level of service to the public.
- ii. In the event of inclement weather, employees are expected to make every effort to be at work during their normal working hours. However, the municipality recognizes that inclement weather can create concerns for employees with respect to attending work and employees must use their judgement in determining whether it is safe to travel.
- iii. If an employee is unable to report for work as a result of weather conditions, this time off can be drawn from vacation or other banked time at the employee's request. As an alternative, this time may be considered as unpaid leave. In any case, employees are required to contact their supervisor, or follow other established procedures to report that they will be absent.

At the discretion the Chief Administrative Officer, special leave with pay may be granted in other circumstances. Additionally, the Chief Administrative Officer may grant special leave for a time period exceeding the maximum specified above.

Special leave with pay shall be paid at the employee's regular rate, and shall not include overtime or other premiums.

3.0 Leave without Pay

Using the "Two-Up" approval process, leaves without pay of ten (10) days or less can be approved by the responsible Manager and General Manager. Leaves without pay for more than ten (10) days can only be approved by the CAO.

On leaves without pay, the employee shall be responsible for any benefits premiums which the County would otherwise have been responsible for, had the employee remained on salary or wage.

"Original Signed"
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Bereavement/Funeral Leave Standard Operating Procedure PROCEDURE NO: CS-03-016-07

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-016 AMENDMENT DATE:

1.0 Definitions

For the purposes of the Bereavement / Funeral Leave SOP, immediate family members consist of:

- Spouse
- Domestic Partner
- Parent
- Child
- Brother
- Sister
- Father-In-Law
- Mother-In-Law

For the purposes of the Bereavement / Funeral Leave SOP, extended family members consist of:

- Brother-In-Law
- Sister-In-Law
- Son-In-Law
- Daughter-In-Law

2.0 General Guidelines

Employees are expected to notify their immediate supervisor and request Bereavement / Funeral Leave time off as soon as possible when a death occurs in their family. Bereavement / Funeral Leave time is granted such that an employee may have time to attend a funeral, grieve, and deal with family issues in the event of a death in the immediate or extended family as defined above.

Use of Bereavement / Funeral Leave time for any purposes other than the reasons listed above, are inappropriate and non-compensable.

2.1 Funeral Leave Benefits

Funeral leave benefits may be granted to permanent employees by their supervisor.

A maximum of three (3) working days of paid time off per occurrence can be paid to an employee in the event of a death of an immediate family member. A maximum of one (1) working day of paid time off per occurrence can be paid to an employee in the event of a death of an extended family member. Additional unpaid time may be requested, using the “Two-Up” approval procedure, where extensive travel outside the Lac La Biche area is required to attend the funeral.

For a funeral of a person who is not an immediate or extended family member, the employee may be approved to take one special leave day with pay using the “Two-Up” approval process.

With the approval of his or her supervisor, an employee may use up to four (4) hours of paid leave to attend the funeral of a co-worker. “Co-worker” is defined as a person who was an active employee of Lac La Biche County at the time of his or her death.

Bereavement / Funeral Leave pay shall be equal to the regular hourly rate of the employee.

Bereavement / Funeral Leave pay will not be considered hours worked for purposes of calculating overtime.

In the event that Bereavement / Funeral Leave pay is granted, the employee is expected to attend the funeral of the relative for which the Bereavement / Funeral Leave was requested.

The County reserves the right to inquire as to the name, and nature of the relationship with the deceased, and the name of the funeral home responsible for handling the arrangements. Proof of relationship may be required.

Bereavement / Funeral Leave pay will not be granted in the event that the County does not receive reasonable advance-notice of the required absence, and the intended return to work date of the employee.

2.2 Funeral Leave without Pay

If an employee does not qualify for Bereavement / Funeral Leave benefits, approved time off may still be awarded without pay. Employees can also use accrued overtime or vacation entitlements in these situations.

Time off without pay may be granted to attend a funeral in the event of the death of a close friend or distant family member.

Days required off for Bereavement / Funeral Leave without pay shall be counted as an absence without pay.

3.0 Legal Compliance

Lac La Biche County shall comply with the Alberta Employment Standards Code with respect to Bereavement Leave.

“Original Signed”

Chief Administrative Officer

November 8, 2013

Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Compassionate/Emergency Leave Standard
Operating Procedure

PROCEDURE NO: CS-03-016-08

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-016 AMENDMENT DATE:

1.0 Definitions

Dependant: any parent, spouse, partner, child, or other individual living as part of an employee's family for whom that employee is the primary caregiver. This can include any person who relies on an employee for personal assistance or care.

Family: any living arrangement or cohabitation within the employee's home with other persons, including children and unmarried and/or same-sex partners. Family also includes grandparents, aunts, uncles, first cousins, nieces, nephews, foster children, foster parents, foster brothers, foster sisters, step-parents, step-children, step-brothers, and step-sisters. This definition does not include tenants, lodgers, or boarders who live in the employee's home.

Emergency Leave: any serious situation requiring the immediate attention of an employee (e.g. illness of a dependent, automobile accident, disaster involving the employee's property, etc.).

Compassionate Leave: a family bereavement or the serious sudden injury of a family member requiring the immediate presence of the employee. This may also include a sudden breakdown of normal caregiver arrangements where no immediate solution is available.

2.0 General Guidelines

The following statements set forth all procedures for granting compassionate and emergency leave to employees:

Paid emergency or compassionate leave will normally be authorized to cover the duration of the initial situation. However, the County understands that some situations may require greater time to remedy the situation. Generally, it is up to the supervisor's discretion to determine the length of the extended leave, as well as whether the leave will be paid or unpaid. In certain circumstances, the employee may use a combination of paid leave, unpaid leave, annual vacation time, accrued over time or parental leave (if applicable).

Emergency or compassionate leave shall have no impact on an employee's current salary and/or benefits. Performance objectives and goals for the employee will be adjusted so that he or she will not be penalized for being absent.

Employees are legally protected from dismissal, termination, selection for redundancy, or any other detriment to employment for making appropriate and authorized use of this policy and SOP.

Employees may be authorized unpaid emergency leave under provincial legislation.

Leave will be authorized for serious illness or injury of a family member, (e.g. any bodily threat deemed grave, critical, or life-threatening), including sudden injuries (e.g. automobile accident) or even less serious illnesses or injuries of family members wherein the absence of the employee would result in great personal hardship for the immediate family.

Emergency or compassionate leave is not intended for personal employee illnesses or for scheduled doctor/dentist/other health practitioner visits – all routine wellness visits must defer to the County’s Sick Leave Policy and SOP.

Emergency or compassionate leave for dependants is not intended to be used for taking or accompanying dependants to planned routine wellness visits (i.e. flu shot visits to the hospital, dental appointments, etc.). If the employee knows in advance that a dependant will be admitted to hospital, the employee must make alternated working arrangements. In these circumstances, an employee may request holiday leave, unpaid leave or Special Leave (if applicable).

At the discretion of the County, authorized unpaid additional leave for up to eight (8) working weeks, subject to operational requirements, may be granted when extensive time is needed to care for an ill dependant or family member, and the employee’s domestic responsibilities increase greatly. In situations such as these, it may be possible to grant the employee part-time hours for a defined period.

Situations may arise that are not addressed by the SOP statements above. These uncovered situations will be addressed sympathetically by Lac La Biche County on a case-by-case basis.

3.0 Application for Leave

Employees must inform their supervisors immediately once they know that emergency or compassionate leave is required.

The employee shall inform his or her supervisor of the situation at hand, and how much leave will likely be required to address the situation.

The employee will also advise his or her supervisor and the Human Resources department of any potential longer-term implications as soon as they make themselves evident.

Supervisors will listen to requests sensitively and diplomatically, and then make a sound decision as to whether paid or unpaid leave is warranted. The decision will be made using the “Two-Up” approval process, without delay.

In deciding on what type of leave to approve (e.g. paid or unpaid, a combination of the two with vacation leave, etc.), supervisors should consider if the situation is exceptional, if operational needs can still be met, the amount of emergency or compassionate leave used by the employee in the last twelve (12) months, and whether or not alternative working arrangements can be made with the employee.

Supervisors should exercise discretion when inquiring about type of leave, especially where bereavement is concerned. In some cases, the supervisor should wait until the employee returns from a funeral before discussing leave.

There will likely be circumstances where the employee contacts his or her supervisor on extremely short notice to explain that they are not able to attend work that day because of a crisis. Again, the supervisor should use their discretion and may want to wait until the employee returns before discussing leave.

Both the employee and the supervisor will agree to the type and extent of leave, confirm this agreement in writing, and will each sign the document. The agreement shall be forwarded to the Human Resources and payroll departments.

Human Resources can be contacted at any time for assistance with this policy and SOP, including clarifying which type of leave best suits the employee circumstances.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Jury Duty Standard Operating Procedure

PROCEDURE NO: CS-03-016-09

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-016 AMENDMENT DATE:

1.0 Procedures

- Employees selected for jury duty must provide their supervisor and Human Resources with as much advance notice as possible.
- Advance notice shall be accompanied by a copy of the summons to jury duty for documentation purposes.
- Permanent, full-time employees shall receive a paid leave of absence to perform jury duty.
- The amount of compensation the employee receives, if any, for their jury duty shall be deducted from their rate of pay for the duration of their jury duty leave of absence. An employee must make Human Resources aware of any compensation they receive for their jury duty involvement.
- Casual or part-time employees shall be granted leave without pay to perform their duty as a juror.
- In the event that the jury duty requirement lasts for only part of a day, the employee shall return to work for the remainder of the day whenever possible.
- Any employee that is required to appear in a court of law as a plaintiff, defendant, or witness shall not be eligible for a paid leave of absence. In these instances, the employee may use vacation time, accumulated overtime or request an unpaid leave of absence.

“Original Signed” _____
Chief Administrative Officer

November 8, 2013 _____
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Reasonable Accommodations Standard Operating Procedure

PROCEDURE NO: CS-03-016-10

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-016 AMENDMENT DATE:

1.0 Definitions

The following definitions of disability are sourced from Alberta's *Human Rights Act*:

- Physical disability: any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness. This includes, but is not limited to, epilepsy; paralysis; amputation; lack of physical coordination; visual, hearing and speech impediments; and physical reliance on a guide dog, service dog or wheelchair or other remedial appliance or device.
- Mental disability: any mental disorder, developmental disorder or learning disorder, regardless of the cause or duration of the disorder.

2.0 General Guidelines

Lac La Biche County will support the accommodation of employees and job applicants who require workplace accommodation under any of the grounds described in the Human Rights Act.

Lac La Biche County will work to achieve a workplace free of barriers by providing accommodation for the needs of those individuals covered by the Human Rights Act, up to the point where it causes undue hardship for Lac La Biche County. Every effort will be made such that the impact of accommodation will not discriminate against another group protected by the Human Rights Act.

The approach taken by Lac La Biche County in the provision of reasonable accommodation shall include:

- Personalized plans designed to meet the specific needs of individuals;
- Collaborative practices in the creation and implementation of accommodation plans through consultation of all relevant stakeholders, the person to be accommodated and medical or other relevant professionals;
- An approach that ensures confidentiality and dignity.

3.0 Duty to Accommodate

Lac La Biche County will work to ensure that individuals protected under the Human Rights Act are able to work effectively, by making adjustments or modifications to the work, or the work environment, up to the point of undue hardship.

Lac La Biche County will work with the individual that requests accommodation in an effort to ensure that the measures taken are both effective and mutually agreeable. Lac La Biche County encourages individuals to make any needs for accommodation known to their immediate supervisor, and to work with them in addressing the issue(s).

3.1 Accommodation

Accommodation shall be provided for individuals where a disability or religious requirement requires that the work be modified or adjusted to address the needs of the individual, based on protected grounds of discrimination under Human Rights legislation.

Lac La Biche County shall provide accommodation as appropriate, using a consultative approach that involves the County, the individual, and as appropriate, healthcare professionals, and other third parties that are required to assist in the accommodation process.

Accommodation may be temporary, or permanent, based on the requirements of the individual and the ability of the organization to support the accommodation up to the point of undue hardship.

3.2 Responsibility

The process of accommodating individuals is a shared obligation of Lac La Biche County and the employee. Management staff should be the first point of contact for employees when requesting a form of accommodation. Together, in consultation with Human Resources, and, where appropriate, healthcare practitioners and other required third parties, they will work to determine the most appropriate form(s) of accommodation to meet the needs of the individual.

3.3 Accommodating Job Applicants

Lac La Biche County will meet all legislative requirements in providing accommodation to job applicants as well as employees.

Any job applicant to Lac La Biche County that communicates the need for accommodation shall be considered in a manner that is non-discriminatory, and respectful of our Human Rights obligations.

3.4 Undue Hardship

Lac La Biche County shall work to provide workplace accommodation up to the point of undue hardship. Undue hardship may occur where it is established that no forms of

appropriate accommodation exist, or where the creation of accommodation would cause excessive costs that create undue hardship for the organization, or where the accommodation would create a health and safety hazard.

4.0 Non-Compliance

Failure to comply with this SOP may result in disciplinary action up to and including termination.

5.0 Requesting and establishing workplace accommodations

Any employee requesting accommodation must make a request to their Supervisor. The Supervisor is responsible for ensuring that a written description of the accommodation plan is completed.

Lac La Biche County shall create an accommodation plan, where appropriate, and attempt to determine methods of achieving the requirements for employee success in a position.

In the creation of an accommodation plan, Lac La Biche County shall:

- Identify the need for accommodation;
- Determine objectives for performance in the role, and potential barriers;
- Create a plan for achieving the objectives in an alternative manner;
- Examine the options for accommodation, and select the most appropriate avenue for accommodation;
- Implement the accommodation process;
- Provide training as appropriate;
- Review and revise based on outcomes and feedback.

6.0 In the Event an Employee cannot be accommodated in current position

6.1 Alternate position

In some cases, it will be reasonable to accommodate an individual in another position. In these situations, the Human Resources department, working with appropriate Lac La Biche County Supervisors and the employee, will attempt to place the employee in another available position. This may require the assistance of third parties with specialized expertise.

Where an employee is placed in an alternate position, Lac La Biche County shall ensure that the employee has the required qualifications and skill-sets necessary for success in the position, is capable of performing the tasks associated with the position, and that the employee agrees that the alternate work is acceptable.

6.2 Job Redesign

In the event that the accommodation requires a substantial change in the position, involving duties or hours, the position may be redesigned. The position may be redesigned only if it doesn't cause the County undue hardship.

7.0 Financing the Accommodation

Where the accommodation requires necessitates and investment in materials, equipment or increased budget for the position, requests for financing must be directed to the relevant General Manager.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Return to Work Standard Operating Procedure

PROCEDURE NO: CS-03-016-11

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-016 AMENDMENT DATE:

1.0 General Guidelines

In any employee absence that shall exceed ten (10) working days and is related to an injury sustained under the employ of Lac La Biche County, the employee shall be required to advise Lac La Biche County as soon as possible to begin the process of implementing this Return to Work (RTW) SOP. In accordance with legislative and County requirements, it is mandatory that all employees participate in the RTW program. It is also mandatory that all employees who sustain a work related injury report the incident in accordance with Lac La Biche County protocol.

For the County to properly implement the RTW Policy and SOP, it is important that employees provide Lac La Biche County with detailed information pertaining to their inability to perform their regular employment duties with medical documentation, so that work alternatives may be sought out.

2.0 RTW Job Offer

When appropriate work for the employee who is returning to work is found, and conditional upon the physician giving clearance for such work, a written job offer letter will be presented to the employee. The letter will note the medical clearance, start date, hours, wage, duration and location of the work assignment. The employee will be asked to sign the letter indicating acceptance or refusal of the job offer and to return the letter to Human Resources.

3.0 Termination of County's Obligation

In the event that an employee has been offered re-employment, and the worker has refused the Lac La Biche County offer, the County's obligation to re-employ is ended.

4.0 Legal Compliance

Lac La Biche County shall honor this SOP in accordance with provincial and federal laws. Injured employees will be treated fairly and consistently.

5.0 Responsibilities

5.1 Employees:

- Shall establish and maintain contact with their supervisor regarding their illness or injury rehabilitation progress. Contact should be made at least once a week;

- Shall obtain and follow all medical advice, and work towards full recovery;
- Shall produce documentation from their health care provider to corroborate that they cannot return to work for an outlined period of time, and whether or not a RTW plan, or accommodation plan could expedite the employee's safe return to work;
- Shall put forth a reasonable effort to return to work safely, as early as possible;
- Shall provide their Lac La Biche County contact with all pertinent information that could aid in the establishment of RTW options;
- When participating in an agreed upon RTW program, must work within the agreed upon boundaries of the program (i.e. not perform duties/tasks outside of the scope of the agreement).

5.2 Supervisors:

- Shall maintain and document all contact conducted through the duration of the employees absence;
- Identify possible employment opportunities if there are any based on the returning employees' abilities and limitations;
- Establish a timeline for the return of the absent employee, and any changes in their ability to work;
- Shall take an active part in the planning and implementation of return to work arrangements for the employee.

5.3 Human Resources:

- Shall establish and maintain communications with employees whose absence relating to an illness or workplace injury which exceeds ten (10) days;
- Shall request that the employee produce documentation from his/her physician to establish his/her physical and mental abilities and any information on limitations resulting from the injury or illness;
- Will coordinate and implement the RTW process;
- Provide the absent employee with information regarding the RTW process, and ensure that they understand the procedures, and their responsibilities;
- Shall communicate with the employee, supervisor, and attending physician to ensure a complete understanding of the absent employees abilities, possible job restrictions, the physical job demands required, and a timetable for a return to work;
- Shall attempt to find an appropriate job match in the event that an employee cannot return to their previous position.

“Original Signed”

 Chief Administrative Officer

November 8, 2013

 Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Maternity/Parental/Adoption Leave Standard Operating Procedure PROCEDURE NO: CS-03-016-12

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-016 AMENDMENT DATE:

1.0 General Guidelines

Any permanent, full-time employees who have become new parents in the following regards shall be eligible for Maternity, Parental or Adoption Leave:

1.1 Maternity Leave

- (a) The County's maternity leave program will be administered in accordance with the provisions of the Province of Alberta's Employment Standards Code.
- (b) Exceptions to the maternity leave provisions in the Code may be provided if mutually agreed between the employee and the County and upon provision of satisfactory documentation by the Attending Physician.
- (c) Maternity leave shall be considered to be a combination of two types of absences:
 - (i) Initial 15 week period (addition of 2-week unpaid waiting period);
 - (ii) Voluntary absence.
- (d) Permanent full-time employees, to whom maternity leave has been or will be granted, are eligible for benefits under the County's Supplementary Unemployment Benefits Plan (SUB Plan) during the initial 15 week period of the maternity leave, after the 2-week unpaid waiting period.
- (e) The balance of the employee's leave, beyond the initial salary paid 15 week period, shall be considered maternity and parental leave and shall be provided without pay and benefits.
- (f) Provided the employee has at least 52 consecutive weeks of service with Lac La Biche County, the County will provide up to 15 weeks of job-protected maternity leave which may be supplemented with up to 37 additional job-protected weeks of parental leave. Employees shall provide at least six weeks' notice of the date upon which maternity leave is expected to commence, except in cases where the employee does not give notice due to a medical condition arising from the pregnancy, in which case the employee must provide two weeks' notice of her last day and proof of illness and indicating the estimated or actual date of delivery.

- (g) Employees must give at least four weeks written notice that they intend to return to work or to change their return date. Employees are required to provide four weeks written notice if they do not intend to return to work after leave credits.
- (h) Employees commencing a period of Maternity Leave may arrange to continue benefits coverage in accordance with the provisions of the AUMA Benefits Plan. Employees will be required to pay 100% of the benefit premiums for the unpaid part of the leave.

1.2 Parental Leave (up to 37 weeks of unpaid time off work)

- Biological birth mother (37 weeks)
 - Father (37 weeks)
 - Adoptive Parent (37 weeks)
 - Domestic Partner (37 weeks)
- a) An employee is entitled to up to 37 weeks of job-protected Parental Leave upon the birth of the employee's child. This leave shall be without pay.
 - b) Employees commencing a period of Parental Leave may arrange to continue benefits coverage in accordance with the provisions of the AUMA Benefits Plan. Employees will be required to pay 100% of the benefit premiums for the unpaid part of the leave.
 - c) Parental leave may be taken by one parent or shared between two parents but the total combined leave cannot exceed 37 weeks. Employees who intend to share parental leave must advise their respective employers of their intention to do so.
 - d) To ensure that the County can make the necessary arrangements to accommodate an employee taking Parental Leave, employees are asked to provide six weeks' notice before commencement of Leave. Employees are also expected to give four weeks' notice regarding their expected date of return to work. Human Resources should be contacted as soon as possible in the event of any changes.

Please refer to the [Alberta Employment Standards Code](#) to learn more about specific parameters.

1.3 Adoption Leave

- a) An adoptive parent who has been employed by the County for at least 52 consecutive weeks will be permitted a period of not more than 37 consecutive weeks of unpaid, job-protected leave within the 52 weeks after the child is placed with the adoptive parent for the purpose of adoption. This leave will be without pay.

2.0 Benefits

Should the employee choose to continue with her/his health and disability insurance, or any other benefits made available by the County, the employee may continue to receive such benefits by continuing to pay any employee-paid portion of the monthly premiums. Employees will be required to pay 100% of the benefit premiums for the unpaid part of any leaves.

3.0 Use of Sick Leave Benefits, Vacation and/or Family Medical Leave

In the event that an employee requires use of sick leave benefits at any time prior to the commencement of a Maternity/Parental leave period, the Lac La Biche County Sick Leave Policy and SOP shall apply.

After the paid Maternity / Parental leave has concluded, employees may be allowed to use up any unpaid vacation time, and/or sick days.

In the event that an employee requires an extension of leave following a Maternity Leave, the employee may use Family Medical Leave to a maximum of eight (8) weeks, where medically substantiated.

Employees who elect to extend their leave through the use of accrued vacation time are required to comply with the Lac La Biche County Vacation Policy and SOP, and provide four weeks' notice, prior to the exhaustion of their Maternity Leave.

Employees who elect to extend their leave through the use of Medical Leave are requested to provide the organization with as much advance notice as is possible prior to the exhaustion of their Maternity Leave.

4.0 Legal Compliance

Lac La Biche County shall honour this SOP and related policy in accordance with any applicable, governing laws. Employees who require Maternity / Parental Leave shall not be discriminated against, nor shall their salary or employment status with the organization be negatively affected by it.

“Original Signed”

Chief Administrative Officer

November 8, 2013

Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Sick Leave Standard Operating Procedure

PROCEDURE NO: CS-03-016-13

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-016 AMENDMENT DATE:

1.0 Definitions

Sick leave may be taken in the form of either Casual Illness or General Illness. For the purposes of this SOP:

- a) Casual Illness: means a circumstance in which the employee is prevented from working, due to illness or non-work related injury, for a period of up to three consecutive work days, up to a maximum of six (6) casual illness days in a year.
- b) General Illness: means a circumstance in which the employee is prevented from working, due to illness or non-work related injury, for a period of more than three consecutive working days but no more than 120 working days, or the maximum General Illness Leave Credits accrued pursuant to (a) and (b) above, whichever is the lesser.

2.0 General Guidelines

2.1 Casual Illness Leave

Upon hire, full-time permanent employees will be provided a maximum of six casual illness days a year. Full time term employees in a term exceeding 1 (one) year will be provided a maximum of six casual illness days after the first three months of service.

2.2 General Illness Leave

- a) Upon successful completion of the employee's probationary period, a Lac La Biche County employee in a permanent position shall be provided with 120 days of General Illness Leave Credits.
- b) General Illness Leave Credits, which are used by the employee, shall be re-earned by the employee at the rate of one and one-half days per full calendar month of completed service, to an accumulated maximum of 120 working days of General Illness leave credits.

2.3 When a day specified as a General Holiday falls within an employee's period of Casual Illness Leave or General Illness Leave, **it shall be considered to be a paid holiday and not a day of Casual Illness Leave nor a day of General Illness Leave.**

2.4 Where an employee has been absent for more than 50% of a month, General Illness Leave Credits will not accrue.

- 2.5 Such sick days have no monetary value and no compensation is provided at the end of an employee's tenure with the County.
- 2.6 Employees are eligible to 100% of their full salary while absent from work due to illness or injury up to a maximum of 120 consecutive calendar days.

3.0 Limitations on Eligibility for Use of Sick Leave Credits

- 3.1 When a day specified as a General Holiday falls within an employee's period of casual illness leave or general illness leave, it shall be considered to be a paid holiday and not a day of casual general illness leave.
- 3.2 An employee is **not** eligible to make use of sick leave credits, provided by Lac La Biche, if:
 - a) The injury is sustained while working for the Lac La Biche County and the employee is entitled to Workers' Compensation benefits; or the injury is sustained while working for an employer other than Lac La Biche County and the employee is eligible for Workers' Compensation benefits through the employer for whom the work was being performed; or
 - b) The illness or injury occurs within the employee's probation period; or
 - c) The illness or injury occurs while committing or attempting to commit a criminal offence; or
 - d) The absence is due to an intentionally self-inflicted injury.
- 3.3 Insufficient General Illness Leave Credits: Where the employee's accrued General Illness Leave Credits are insufficient to bridge the 120 working day elimination period for Long Term Disability eligibility, the employee may use accrued vacation credits **AND/OR** accrued overtime credits.
- 3.4 Appointments with Health Professionals within Lac La Biche Area
- 3.5 Employees will be provided with paid time off for appointments with Health Professionals within the Lac La Biche area:
 - a) For each appointment requiring absences of up to and including three consecutive hours, the County will provide up to three hours of paid special leave.
 - b) For each appointment where the required absence exceeds three consecutive hours, the County will permit the employee to use one-half day of accrued sick leave credits.
- 3.6 Proof of Illness Requirements
 - a) The County does not require a Doctor's certificate as proof of illness for Casual Illness Leave, provided that **not more than six days of Casual Illness Leave** have been taken by the employee in the current calendar year.
 - b) A Doctor's certificate is required for all instances where an employee will have used **more than six days** of Casual Illness Leave in the current calendar year; and

- c) A Doctor's certificate is required for all instances of General Illness Leave addressing current restrictions on the employee's ability to return to work, prognosis and an estimate as to the timing of a potential return to work.
- d) The Lac La Biche County reserves the right to send an employee for an independent medical assessment at any time, the cost of which will be paid for by the Lac La Biche County.

4.0 Long Term-Disability (Employment Insurance Benefits)

If an absence due to illness or injury continues beyond the total number of accrued calendar days of Casual Illness Leave (6 days) or General Illness Leave Credits (maximum of 120 calendar day), the employee may qualify for Employment Insurance Benefits. For a disability resulting from workplace injuries or illnesses, the WCB will pay the employee directly. The employee may also qualify for Canada Pension Disability benefits.

5.0 Reporting

Employees requiring sick leave shall contact their immediate supervisor as soon as possible, indicating the reasons for absence and an expected return to work date.

An employee is obliged to inform the Supervisor and/or designate as soon as reasonably possible of his/her absence due to illness or injury, his/her expected return to work date, and any change to his/her expected return to work date.

After an absence of three (3) consecutive days, and when requested thereafter by the County, the employee must provide a written statement to the effect that he/she is under the care of a Medical Practitioner, is unable to attend and perform work, and the estimated date of return to work. Consistent with its obligations under the Human Rights legislation and these SOP and Policies, the County shall not abuse its right to request medical verification of illness by making unnecessary requests for medical documents.

The Count reserves the right to require medical certification of illness or injury, and information relevant to the employee's ability to attend and perform work either from the employee, his/her Health Care Professional and/or from a medical examination by a Health Care Professional mutually agreed upon by the County and the employee, whenever the County considers such action necessary. Should there be no agreement between the employee and County within five (5) days, such medical examination will be carried out by a doctor of the County's choice.

The costs associated with the medical examination referred to in this sub-clause will be paid by the County.

Nothing in this clause shall permit nor allow any disclosure of medical information from the appropriate Health Care Professional other than the results of specific examination referred to herein.

Any employee who fails to report an absence, and is away from work for three (3) or more consecutive days without contacting the County may be subject to disciplinary action up to and including termination of employment for Job Abandonment.

6.0 Contacts with County during Periods of Illness

Employees are expected to contact their Supervisor - who shall inform the General Manager - or to directly contact their General Manager, to advise the County in respect of absence due to illness or injury, as follows:

- a) In the case of casual illness, employees are expected to provide an expected date of return to work.
- b) In the case of general illness, employees are expected to provide **a status report every week** until their return to work OR until they become eligible for and begin to draw Long Term Disability Benefits. While receiving Long Term Disability Benefits, an employee is required to advise the County, on a periodic basis which is determined by the County, of his or her anticipated return to work date and his or her current status.
- c) For any illness or injury, the County reserves the right to send an employee for an independent medical examination at any time, the cost of which will be paid for by the County.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Statutory Holiday Standard Operating Procedure

PROCEDURE NO: CS-03-016-14

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-016 AMENDMENT DATE:

1.0 General Guidelines

Lac La Biche County considers the following to be Statutory Holidays:

- New Year's Day
- Alberta Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labor Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- Christmas Floater

The 'Christmas Floater' shall be observed as follows:

- On December 24 if Christmas Day falls on a Tuesday, Thursday, Friday or Saturday;
- On December 27 if Christmas Day falls on a Monday or a Wednesday;
- On December 28 if Christmas Day falls on a Sunday.

Lac La Biche County provides the following general and declared holidays for its permanent, term and seasonal employees provided: (1) they have worked on the holiday if scheduled to do so or are not absent without the County's consent, and (2) they have worked for Lac La Biche County for 30 work days or more in the twelve months preceding the holiday.

In the case of a part-time or casual employee, the employee must have worked on the same day of the week as the day upon which the holiday falls for no less than 5 of the 9 weeks preceding the work week upon which the holiday falls, to qualify for time off with pay for the holiday.

If a holiday falls on a day that would normally have been a work day for the employee **and** the employee works on the general holiday, the County will **either**:

- pay the employee his or her regular wage rate and an amount which is 1.5 times the employees wage rate for each hour the employee works on the holiday, **OR**
- pay the employee his or her regular wage rate for the time worked on the holiday **and** give one day's holiday with pay at a later date at the employee's regular wage rate.

If a permanent, term, seasonal or casual employee worked an irregular schedule during at least 5 of the last 9 weeks before the holiday, and the employee regularly worked on the day of the week that the general holiday falls, the holiday is to be considered a day that would normally have been a work day for the employee and will be compensated as noted above.

If a general or declared holiday falls on a non-work day (i.e. Saturday or Sunday), the holiday will be observed the following work day or days (i.e. Monday, Tuesday).

When possible, the County will make **a reasonable effort** to provide staff with advance notification of changes to the work week and/or hours of work in unusual or emergent circumstances - however, it may not be possible to do so in all cases

Qualifying Days - Employees must work their last complete scheduled working day before and their first complete scheduled working day following the holiday in order to be eligible for holiday pay. Any absence during these qualifying days will require documentation (e.g. medical note, police report) stating why the employee was unable to work (e.g. absence due to illness or injury, jury duty, bereavement and approved leave of absence).

Any overtime shifts accepted by an employee, either before or after the holiday, become the scheduled working day for eligibility purposes. Working on a holiday does not substitute for the before/after eligibility.

Should the day(s) immediately before the holiday be scheduled vacation time, then the day before the vacation becomes the qualifying day for holiday pay. The same applies following a holiday.

2.0 Payment Provisions

- In order to be considered eligible for statutory holiday pay, an employee is required to be employed by Lac La Biche County for 30 calendar days or more in the 12 months before the holiday occurs.
- An employee will not be eligible to receive holiday pay if he/she does not work on the holiday when required or scheduled, or if he/she is absent from work on the regularly scheduled day before or the regularly scheduled day after the holiday. The employee will still be eligible if he/she receives the County's permission for the absence.
- Any Lac La Biche County staff member who is required to attend and perform work on a recognized statutory holiday shall be paid at a rate of 1.5 times his/her regular wage for all hours worked. In addition, the employee will receive an average day's pay or receive a substitute paid day off. An average day's pay will be calculated by adding the regular

wages earned during the 9 weeks leading up to the holiday, divided by the number of days worked during the 9 week period.

- Part-time employees will be provided with statutory holiday pay in an amount determined by averaging their hours using the same method as full-time employees.
- In the event that a statutory holiday occurs during an employee's annual vacation on a day they would have worked, their vacation may be extended by one day, or the statutory holiday would not be deducted from the employees' accrued vacation days. The employee and County can agree on a future date in lieu of.
- In the event that an employee is away on an unpaid leave of absence, away while receiving Worker's Compensation benefits or on Long Term Disability at the time of the statutory holiday, the employee shall not be eligible for holiday pay.

“Original Signed”

Chief Administrative Officer

November 8, 2013

Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Vacation Standard Operating Procedure	PROCEDURE NO: CS-03-016-15
SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-016 AMENDMENT DATE:	

1.0 General Guidelines

This SOP applies to all regular full-time and part-time employees. Contract workers, freelance agents, casual labour, summer students, interns, and other temporary employees are not entitled to paid vacation time.

All employees are encouraged to use their allotted vacation time in full every year. The following statements are intended to guide paid vacation procedures for staff.

Completed Years of Continuous Service OR Equivalent Hours Worked	Days of Vacation	Payout Percent
Up to 1 year	1.25 days/month	6%/year
More than 1 year but less than 8 years	15 days/year	6%/year
8 years but less than 15 years	20 days/year	8%/year
15 years but less than 25 years	25 days/year	10%/year
25 or more years	30 days/year	12%/year

Term employees whose contract is less than one year, seasonal employees, and casual employees shall receive vacation pay at the rate of six (6) percent of their earnings for the vacation year.

For vacation purposes, the reference year spans the County’s fiscal year, running from January 1-December 31. Vacation days earned by an employee during a reference year will be granted as earned.

An employee's vacation entitlement or payment commences on the employees date of hire.

Paid vacation time granted to an employee must be used in its totality within twelve (12) months after the end of the reference year in which it is earned. If not used, or approved by the General Manager to be rolled over, the accrued vacation time will be paid out at the rate at which it was earned.

Using the “Two-Up” approval process, vacation days may be rolled over into the following year under certain circumstances. Employees may carry over vacation accrual from one year to the next as follows:

- less than eight years’ service - up to one week accumulation;
- eight to less than fifteen years of service - up to four weeks accumulation;
- fifteen years or more service - up to five weeks accumulation;
- twenty five or more service – up to six weeks accumulation.

Accumulations of vacation time, in excess of these limits will be paid out, in cash, at the rate at which it was earned.

The County reserves the right to schedule vacations for employees as a method of ensuring that banked vacation time is utilized prior to year-end.

The County reserves the right to schedule mandatory vacation days for employees as a means of cost-cutting as necessary. These days will count against accrued vacation days.

2.0 Roles and Responsibilities

Vacation scheduling is the responsibility of department managers or supervisors who will ensure that all employees are given their full vacation entitlement while taking into account the efficiency of the department. It is the responsibility of the Supervisor or General Manager as appropriate to arrange for back-up in cases where employees take leave of any sort and where temporary replacements are required.

The minimum permissible period of vacation time, under this Section, is one full day.

Employees are required to submit, in writing, notification of their intent to take vacation time at least two (2) weeks in advance. Time off requests during peak vacation seasons (e.g. summer, spring break, Christmas, etc.) must be submitted at least four (4) weeks in advance. Notification must include departure date, return-to-work date, and the number of vacation days or weeks required.

Any conflict in vacation requests between employees will be decided based on employee seniority, County needs, and the good judgment of the supervisor/manager.

If an employee’s services are terminated, compensation will be paid in lieu of vacation time earned but not taken, according to applicable federal or provincial legislation.

Employees are not entitled to accrued vacation during periods of sabbatical, or suspension from the County.

If a statutory holiday occurs during an employee’s vacation period, the holiday will not count towards the employee’s used vacation time.

A brief illness that occurs during a vacation period may not be counted towards sick pay. Illnesses lasting more than 3 days while on vacation leave, and are supported by a doctor's note, can be counted towards General Illness Leave.

If an employee is absent due to Maternity or Parental Leave, they will continue to accrue vacation time ONLY; vacation pay is not accrued during such absences.

When an employee believes that he/she should not/cannot travel into work because of inclement weather, the employee can use previously accrued vacation time or banked overtime per occurrence, at the discretion of the Supervisor or General Manager as appropriate.

“Original Signed”
Chief Administrative Officer

November 8, 2013
Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: Employee Personal Improvement and Development Plan PROCEDURE NO: CS-03-016-16
Standard Operating Procedure

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-016 AMENDMENT DATE:

1.0 General Statement

Lac La Biche County recognizes the importance of enhancing the health and wellbeing of its employees. The County will assist employees in this respect through offering each permanent employee an opportunity to develop a Personal Improvement Plan, including financial incentives, in conjunction with their annual performance evaluation. The goals of personal wellness are to enhance the individual's ability to function as an employee, as well as a community and family member.

2.0 Procedure

- i. Each permanent post probation employee full-time or part-time (at least 28 hrs. per week) of Lac La Biche County will have the opportunity to participate in developing a Personal Improvement and Development Plan.
- ii. The Personal Improvement and Development Plan will be completed and reviewed in conjunction with the annual performance evaluation of each employee. The employee will have opportunities to add and/or revise their plan during the course of the year by scheduling a meeting with their supervisor. The intent of these plans is to assist employees to realize their professional goals and personal wellness potential. During the first year of a newly hired employee, the Personal Improvement and Development Plan will be completed in conjunction with the six month probationary performance review. If the employee received the funds associated with this benefit at their probationary review period, this will be considered the future date of eligibility (one year from that date).
- iii. The Personal Improvement/Professional Development Plan will have two components to it – a Mind Enhancement component and a Body Enhancement component.
 - a. The Mind Enhancement component is intended to provide employees with educational opportunities which are not available in their mandatory employee training program and/or access to other professional development opportunities, as approved. The item(s) identified under this component may or may not be directly related to the employee's current employment position. This will provide employees with an opportunity for enhanced skill development and further advancement opportunities.
 - b. The Body Enhancement component includes activities and equipment meant to improve physical fitness as a means to achieving physical, mental, and emotional

wellbeing so County employees are better able to cope with pressures of everyday life and employment.

Guidelines for allowable expenditures under the Mind & Body Enhancement Plan will be in keeping with the elements of wellness such as physical fitness, healthy lifestyles, social wellness, emotional wellness, and also enhanced access to educational opportunities. Expenditures that add to an individual's personal business or financial gain, or controversial/high risk activities that potentially could bring the County into disrepute and/or expose it to ridicule, offend broad community sensitivities, or in any other way create a liability for the County, will not be approved. For further information on eligible, non-eligible items, please refer to the "Mind & Body Components Table of Eligible and Ineligible Expenses", as attached t and forming part of this procedure.

- iv. The Mind & Body components are two separate elements of wellness, and as such, employees may find superior benefit from one component or the other. The dollar amounts are eligible to be flexible between the Mind and Body component for one claim (i.e. claim \$500 under the Body component only or claim \$200 under Mind component and \$300 under Body component). The maximum allotment under this policy per employee is a total of \$500 per year.
- v. The supervisor's role in the application of this policy is to mentor the employee to access the program so the employee realizes long-term health & wellness benefits. The overall objective of this plan is for the employee to set a goal and to review the goal in one years' time. The supervisor may assist the employee to identify and establish goals and review the results, bearing in mind that the Plan belongs to the employee. Should the employee not realize the previous years' goals, it may serve as a good starting point for drafting a new Employee Personal Improvement and Development Plan, with this self-reflection in mind.
- vi. The Manager or General Manager as appropriate will have approval authority, in consultation with the Manager of Human Resources, and all employee claims must be approved in advance before the expenditure is made. Activities claimed under these components must take place outside of the employee's scheduled hours or work and/or during approved vacation time. No work time will be provided for either the Mind or Body component. The employee should ensure they have a signed copy of their Plan, with both with the Manager or General Manager as appropriate and Manager of Human Resources' signatures. The approved Employee Personal Improvement and Development Plan will be kept in the employees personnel file, a copy of the plan should be kept with the Manager or General Manager as appropriate.
- vii. In order for the employee to be reimbursed for the approved Mind and Body components, employees are required to submit a Personal Expense Claim including receipts to their Manager or General Manager as appropriate for approval. It is not required that the Personal Expense Claim include a copy of the Employee Personal Improvement and Development Plan.
- viii. At the end of the performance period, the employee and his/her supervisor will review the goals established under the employee's Personal Improvement Plan.

- ix. In the event of any disagreement or confusion over the intent of this SOP, such an issue will initially be reviewed and decided upon by the employee's Manager or General Manager as appropriate. If concerns persist, the matter may be referred to the Manager of Human Resources, and, if the matter remains unresolved, the Chief Administrative Officer, whose decision shall be final.

“Original Signed”

Chief Administrative Officer

November 8, 2013

Date



EMPLOYEE PERSONAL IMPROVEMENT PROFESSIONAL DEVELOPMENT PLAN

Employee Name: _____ Position: _____

Performance Evaluation Date: _____ Supervisor: _____

MIND ENHANCEMENT:

Name and Type of Activity

Brief Description of Activity

Personal Goals for the Next 12 Months (ex. Read 10 novels in one year and attend one digital camera course this year)

Approximate Cost of Activity

BODY ENHANCEMENT:

Name and Type of Activity

Brief Description of Activity



EMPLOYEE PERSONAL IMPROVEMENT/ PROFESSIONAL DEVELOPMENT PLAN REVIEW

MIND ENHANCEMENT:

Previous Year's Activity

Brief Assessment of Goals versus Achieved (focusing on successes)

BODY ENHANCEMENT:

Previous Year's Activity

Brief Assessment of Goals versus Achieved (focusing on successes)



MIND & BODY COMPONENTS TABLE OF ELIGIBLE AND INELIGIBLE EXPENSES

Books/Videos/Subscriptions	Eligible	Ineligible
Fitness and wellness instructional publications, subscriptions and videos	✓	
Hobby publications and books	✓	
Courses		
Hobby Courses/personal interest courses	✓	
Symposiums, seminars, conferences	✓	
Health and Fitness		
Clothing/Footwear	✓	
Fitness Equipment (includes equipment typically found in a commercial fitness facility i.e. stationary equipment, yoga mats and balls, exercise tubing, free weights, etc...)	✓	
Supplies for leisure, sporting and hobby activities (i.e. artist brushes, hockey sticks, woodworking equipment)	✓	
Health or nutritional education program costs	✓	
Organized fitness lessons (i.e. aerobics, aqua size, swimming lessons, yoga, martial arts, etc...)	✓	
Organized dance lessons	✓	
Music, singing, drama classes	✓	
Fitness facility fees	✓	
Personal training sessions	✓	
Nutritional supplements		✓
Alternative medical treatments and enhancing group benefits (i.e. massage, acupuncture, hypnosis, glasses, etc...)		✓
Sports fees (i.e. golf, curling, hockey, etc...)	✓	
Diet program fees	✓	
Entertainment		
Cultural or recreational purposes (i.e. symphony, sporting events)		✓

Digital media devices such as Blackberry, Satellite Radio, Cell Phones, Wii Game System etc...		✓
Digital media devices and programs such as Wii Fit, Big Brain	✓	
Computers including Laptops	✓	
Membership Fees		
Club memberships (i.e. golf, curling, hockey, fitness)	✓	
Professional memberships	✓	
Library memberships	✓	
Other		
Purchases for others		✓
Repair bills		✓
Spa Treatments, massage, pedicures, manicures etc...		✓
Rental fees for eligible health and fitness initiative items	✓	
Interest and financing charges		✓

* This list is not meant to be exhaustive, but to be used as a guideline for approving employee Personal Improvement Professional Development Plans.



LAC LA BICHE COUNTY POLICY

TITLE: ASB EQUIPMENT RENTAL POLICY	POLICY NO: PI-62-005
RESOLUTION: 13.429	EFFECTIVE DATE: JANUARY 12, 2010
LEAD ROLE: MANAGER RESOURCE RECOVERY, ENVIRONMENTAL AND AGRICULTURAL SERVICES	NEXT REVIEW DATE: SEPTEMBER 24, 2014
SPECIAL NOTES/CROSS REFERENCE: Procedure No. PI-62-005; and CS-10-012 Schedule of Fees and Charges	AMENDMENT DATE: SEPTEMBER 24, 2013

POLICY STATEMENT:

Lac La Biche County, through the Agricultural Services department, will provide rental equipment for agricultural purposes.

Equipment rental shall be available for use by ratepayers within the municipal boundaries or as otherwise approved by the Chief Administrative Officer or designate.

It is the intent of Lac La Biche County to provide a rental services which are not currently available through local commercial outlets. Lac La Biche County will make every attempt to avoid competing in this market or duplicating services provided within the municipality.

“Original Signed”

Chief Administrative Officer

November 7, 2013

Date

“Original Signed”

Mayor

November 8, 2013

Date



LAC LA BICHE COUNTY PROCEDURE

TITLE: ASB EQUIPMENT RENTAL PROCEDURE

POLICY NO: PI-62-005

SPECIAL NOTES/CROSS REFERENCE:

AMENDMENT DATE: SEPTEMBER 24, 2013

To be used in conjunction with ASB Equipment Rental Policy
No. PI-62-005; And CS-10-012 Schedule of Fees and Charges

PROCEDURE:

1. The Agricultural Fieldman will be responsible for supervising the rental equipment program with input from the Manager of Resource Recovery, Environmental & Agricultural Services (RREA). The Agricultural Services department will be responsible for booking, maintenance, payment receipting, and documentation of equipment rental activity.
2. Equipment can be booked by phone, in person, by regular mail or email. Booking party must include the following information:
 - i. name of individual or company;
 - ii. mailing address;
 - iii. phone number;
 - iv. equipment to be booked;
 - v. date(s) equipment is required;
3. Equipment shall be rented out on a first come first serve basis.
4. In the event that more than one request is received to book a specific unit of equipment, a waiting list will be created and the following guidelines will apply:
 - i. The first individual or company on the list will be contacted when the equipment becomes available. If a reasonable attempt has been made to contact the individual without success then it is the duty of staff to continue on to the next individual on the list until the equipment is rented.
 - ii. If the first individual or company on the list is unable to rent the equipment at the current time then;
 - A. Their name rotates to the bottom of the list and staff will continue contacting others on the waiting list in the same order as listed in 4(i).
 - B. Staff can offer to-book into another date that is open.
 - iii. In the event that a booking is confirmed and the renter defaults on the arrangements without a reasonable amount of notice (1 hour prior to booking time) they are held responsible for that rental fee.

5. Renters shall sign a rental agreement and make payment prior to the receipt of the equipment unless other arrangements have been made with the Manager of RREA , Agricultural Fieldman or designate(s).
6. Equipment shall not be rented out if the renter refuses to sign the rental agreement, adhere to conditions on the agreement, or pay the rental fee in advance.
7. Equipment shall be picked up and returned between the hours of 8:30 a.m. and 4:30 p.m. from Monday to Friday unless other arrangements have been made with the Agricultural Fieldman or designate(s).
8. Renters shall be responsible for the loading/hook up and unloading/unhooking of equipment under the supervision of the Lac La Biche County staff, unless deemed unsafe as per safety policies and procedures.
9. Where rental equipment is assigned a day rate, a day is considered 24 hours from the pick-up time. The renter will be charged from the day the equipment is picked up until the day the equipment is returned to the Lac La Biche County yard. There will be a minimum charge of one day. Fees are listed in CS-10-102 Schedule of Fees and Charges Policy.
10. The maximum rental period is five (5) days unless otherwise approved by the Manager of RREA or designate.
11. In the event that unforeseeable circumstances interfere with the use of the rental equipment it will be left up to the discretion of the RREA Manager or designate(s) to assess if additional charges will be levied for extended day use on the rental period.
12. Any disagreements on billings are to be dealt with by the Manager of RREA or designate(s).
13. Lac La Biche County reserves the authority to waive rental fees for community and agricultural organizations such as (but not limited to):
 - i. 4-H Clubs and associated organizations
 - ii. Lakeland Agricultural Research Association (L.A.R.A.)
 - iii. Agricultural Societies
 - iv. Special Events of an agricultural nature (i.e. Hoof-A-Thon)
14. Equipment is not available for use by commercial operations that derive monetary gain for themselves or their company.
15. Privilege to rent Lac La Biche County rental equipment may be withdrawn if rental equipment charges or other agricultural accounts payable charges are in arrears.
16. Lac La Biche County reserve the right to refuse rental requests.

17. The rental equipment program will be evaluated annually by the Agricultural Services department and be presented to the Agricultural Service Board.
 - i. The members will review the equipment in service and determine which units will be retained, replaced or which, if any, new equipment will be purchased.
 - ii. The members will review and/or amend the equipment rental rates annually.
18. Rental equipment usage rates shall be reviewed monthly at the Agricultural Service Board meeting.
19. All equipment will be subject to an outgoing and incoming inspection by Lac La Biche County staff. As per the rental agreement, renters will be responsible for the repair or cleaning costs on any equipment that is returned dirty or damaged including staff time. All damages will be documented on the equipment file.
20. No repairs or alterations to equipment will be conducted without the permission of the Manager of RREA or designate(s).
21. The Renter assumes liability for any accident, collision or other mishap that may occur while the equipment is being transported or used by the Renter.
22. The Renter shall indemnify and save harmless Lac La Biche County, its employees and agents from any and all claims, demands, actions and costs, including legal costs (on a solicitor/client basis) as well as claims from the Renter and third parties for any loss arising out of any rental equipment agreement, excluding any loss resulting from the negligence of Lac La Biche County or its employees or agents.

“Original Signed” _____
Chief Administrative Officer

November 7, 2013 _____
Date