

## Administration Standard

<b>Title:</b>	Employment and Hiring
<b>Approved by:</b>	Chief Human Resources Officer
<b>Effective Date:</b>	2024 September 25
<b>Last Updated:</b>	2024 September 25
<b>Responsible Service(s):</b>	Human Resources Support

### 1. ASSOCIATED GOVERNANCE

- 1.1. This Administration standard is an extension of the Employment policy. Consequences of non-compliance with this standard are outlined in the Employment policy.
- 1.2. The base documents that outline the terms and conditions of employment are:
  - 1.2.1. The respective collective agreements for unionized staff.
  - 1.2.2. The Exempt Staff policy for exempt staff.
  - 1.2.3. The Code 81/86 Supervisor’s Manual for non-unionized staff.

### 2. PURPOSE

- 2.1. To set out the standard practices and processes used for Recruitment, selection and employment at The City, as well as specifying responsibilities of Leaders and Employees in applying these practices and processes. The standard is in alignment with The City’s Employment policy, legislation, and collective agreements.
- 2.2. The City of Calgary is committed to advancing Equity, Diversity, Inclusion, Belonging (EDIB); Truth and Reconciliation; and Racial equity as foundational values, practices and priorities of our organization. We are building and sustaining a diverse, equitable, inclusive and racially-just work environment which reflects the community we serve. The City will promote equitable practices and is committed to identifying and addressing systemic barriers to participation for current and prospective Employees. In building an inclusive and racially just workplace through Anti-Racism and sustainable practices, we are a stronger, more resilient and competitive organization. We continue to focus on delivering quality public service to all Calgarians to achieve our common purpose—making life better every day and striving to become an Employer of Choice.
- 2.3. To promote Inclusion of Indigenous persons, leaders and Employees are expected to review Indigenous Awareness information on myCity and undertake formal cross-cultural awareness and education about colonial history and Indigenous persons as recommended in the Indigenous policy CP2017-02 Section 1.3.1. Ways of Knowing. As per the Indigenous policy, leaders and Employees are also expected to advance Section 6.4. Ways Towards Equitable Environments.
- 2.4. In addition, leaders and Employees are expected to review Anti-Racism education and resources on myCity to promote the Inclusion of Indigenous, Black, and diverse Racialized persons, leaders and Employees.

### 3. DEFINITIONS

- 3.1. In this Human Resources standard, all definitions outlined in the Employment policy apply to this standard and are capitalized.
- a. **“Accommodation”** means the modification or relaxation of an employment rule, practice, condition or requirement to meet the specific needs of an individual or group based on one of the prohibited grounds of discrimination in the Alberta Human Rights Act;
  - b. **“Conflict of Interest”** refers to any or all of the following: (i) “Actual Conflict of Interest” means that an Employee has a Private or Personal Interest that could influence or compete with the objective exercise of their City duties. (ii) “Perceived Conflict of Interest” means a situation where no Conflict of Interest has been established, however, the situation could be perceived by a reasonable observer to be a conflict. (iii) “Potential Conflict of Interest” means a situation where a Conflict of Interest could reasonably exist if mitigation measures are not implemented
  - c. **“Employee”** means any person employed by The City and reporting to a City of Calgary business unit, department, the Office of the Chief Administrative Officer, the Office of the Chief Operating Officer, the Office of The Mayor, the City Auditor’s Office, the Calgary Housing Company, and the Calgary Police Services (CPS), including those working under an employment contract with The City.
  - d. **“Employment Contract”** is the term The City uses for a contract which is used to employ individuals into exempt positions on an exceptional basis and/or when the terms and conditions of employment differ from those referenced in typical offer letters and the Exempt Staff policy.
  - e. **“Exempt Supervisor”** means any exempt Employee who has direct supervisory responsibility for Employees. At the CPS, this also includes police officers with a minimum rank of Inspector.
  - f. **“External Secondment”** is a leader-initiated assignment of an exempt Employee to an external organization, or an individual from an external organization seconded to The City. Refer to applicable collective agreement for loaning unionized Employees (e.g., CUPE 38).
  - g. **“Inclusion”** is creating a positive work environment that welcomes, supports, respects and values individuals for their differences, perspectives, talents, and contributions.
  - h. **“Internal Secondment”** is a leader-initiated assignment of an exempt Employee within or outside the Employee’s business unit for a specific period of time. Refer to the applicable collective agreement for loaning unionized Employees (e.g., CUPE 38).
  - i. **“Job Library”** is the centralized location in myHRconnect where temporary work for up to six months is collected and tracked.

- j. **“Leader”** means any person in the organization in a position of directing work related to any City workplace, project, contract or volunteer operation. Such persons commonly have the responsibility of hiring staff who report to them.
- k. **“Lived/Living Experience”** is the knowledge and understanding gained through one’s personal identity, history, and direct, first-hand involvement in everyday events, beyond their professional or educational experience.
- l. **“Permanent Status”** is the confirmed status of an Employee in a Regular full time or Regular part time position. An Employee can achieve Permanent Status by successfully completing a probationary period or meeting the requirements stipulated in the relevant collective agreement to change the Employee Class from ‘temporary’ to ‘permanent’.
- m. **“Personal Relationship”** means a relationship which is sufficiently close that objectivity is either impaired or may be perceived to be impaired, including romantic associations.
- n. **“Probationary Status”** is the status of an Employee who has not yet successfully worked through their probationary period, the length of which varies depending on the collective agreement or Exempt Staff policy.
- o. **“Reasonable Accommodation”** is a means used to put an end to any situation of discrimination based on disability, religion, age, or any other ground prohibited by the *Alberta Human Rights Act*. Accommodating a person may involve adapting a practice, modifying a general operating rule, or granting an exemption to a person facing discrimination.
- p. **“Recruitment”** is a process within Talent Acquisition which starts with consideration of a vacancy, and includes advertising and/or posting a position, sourcing, screening, interviewing, the selection process, and hiring.
- q. **“Regular Position”** is a position that appears in the DeptID’s approved budget, which has full-time equivalent (FTE) and salary dollars attached to it and has been duly authorized as part of the composition of a business unit.
- r. **“Relative”** means an individual with whom the Employee has a family relationship and includes, without limitation, an Employee’s:
  - i. Husband, wife, common law spouse, adult interdependent partner, legally separated spouse;
  - ii. Children and grandchildren (including foster or step);
  - iii. Dependent(s);
  - iv. Parents (including foster or step) and parents-in-law;
  - v. Brothers and sisters (including foster or step) and brothers-in-law and sisters-in-law;
  - vi. Sons-in-law or daughters-in-law;
  - vii. Niece or nephew;
  - viii. Uncle or aunt;
  - ix. Cousins; or
  - x. Grandparents.

For an Indigenous Employee, a relative may also include any individual who is not related to the Employee, but has been adopted in a traditional way, which makes them family.

- s. **“Resignation”** refers to a termination of the employment relationship, undertaken by the employee.
- t. **“Retiree”** is an Employee of The City of Calgary and the CPS who has retired from employment and is in immediate receipt of a pension from the Local Authorities Pension Plan (LAPP), Special Forces Pension Plan (SFPP), or Firefighters Supplementary Pension Plan (FSPP). The Retiree must be eligible to receive these benefits the first day following termination of employment.
- u. **“Safety-Sensitive Positions”** are those positions where impaired performance by the Employee could result in a significant incident affecting the health and safety of Employees, the public, property and/or the environment.
- v. **“Seniority”** refers to an employee’s length of time in a bargaining unit, or a subgroup of that bargaining unit, as outlined by the applicable Collective Bargaining Agreement.
- w. **“Service”** refers to an employee’s continuous length of employment with The City, commencing on their most recent date of hire or rehire. Service may also include more than one period of employment with The City, if the break(s) between such period(s), are not longer than 90 days.
- x. **“Service-related Entitlements”** refers to entitlements an Employee is eligible to receive based on their years of Service.
- y. **“Supervisor”** means any Employee who has direct supervisory responsibility for Employees, including foremen and Exempt Supervisors.
- z. **“Supervisory Relationship”** involves a reporting relationship where an individual has the authority to direct and control the activities and work assignments of another Employee who they have a Personal Relationship, and to influence the type and nature of work assignments and/or working conditions. This includes responsibility for completing, reviewing, or approving performance reviews and wage and salary adjustments, administering disciplinary action, and recommending or approving the hiring or termination of an Employee. A conflict of interest in a Supervisory Relationship may also occur when there are additional levels in the reporting structure between the Employee and the leader.
- aa. **“Talent Acquisition”** is a team within human resources that partners with clients to develop and apply a strategic approach to Recruitment and selection that aligns to the business, segments the workforce, analyzes the labour market, and utilizes metrics and analytics to attract talent.
- bb. **“Temporary Position”** is a position of limited (typically 18 months or less) duration, which involves full time or part time work by an Employee. This also includes seasonal employment primarily encompassed within CUPE Local 37 (e.g., labourers, gardeners, equipment operators, truck drivers, etc.).

- cc. “**Temporary Employment Services Agency (TESA)**” is an auxiliary operation of The City of Calgary that provides short-term temporary clerical/administrative staffing support.

#### **4. RECRUITMENT AND SELECTION STANDARDS**

##### **4.1. Age Restriction**

- 4.1.1. The minimum age to be considered for employment by The City is 15 years of age. There are some restrictions to the employment of individuals under the age of 18 and such employment must comply with the requirements of the *Employment Standards Code* of the Province of Alberta.
- 4.1.2. There is no maximum age restriction for employment, with the exception of any provisions in the collective agreements. Benefit plans may have coverage restrictions based on age.
- 4.1.3. Exceptions to these age restrictions may be made with respect to:
- a. Individuals enrolled in a job training program, or a formalized work experience program sponsored by an educational institution or funded by the provincial or federal government; and
  - b. Positions requiring a special licence which has a legislated minimum age restriction.

##### **4.2. Employment Requirements**

- 4.2.1. Individuals are eligible to be considered for employment with The City provided they are:
- A Canadian Citizen;
  - A Permanent Resident;
  - Entitled to work in Canada, e.g., possess a valid work permit; or
  - Eligible for the International Mobility Program (IMP).

##### **4.3. Functional Reporting**

- 4.3.1. Typically, an Employee only reports to one Supervisor. An Employee who reports to more than one Supervisor must be advised which Supervisor is responsible for each accountability, including administrative and technical functions.

##### **4.4. Employment of Relatives and Others in a Personal Relationship**

- 4.4.1. Relatives of current Employees may be considered for employment with The City provided they meet the following conditions:
- a. Have made application for employment through regular City processes;
  - b. Have been considered in accordance with established Employment policy and standard;
  - c. Possess the necessary qualifications; and
  - d. Are considered to be the most suitable candidate for the position.

- 4.4.2. The employment of immediate Relatives and those in a Personal Relationship is

prohibited in situations where there is a conflict of interest. See the Conflict of Interest policy.

- 4.4.3. Employees cannot participate in the Recruitment, interviewing or selection process where a potential candidate is an immediate Relative, are in a Personal Relationship, or have a Supervisory Relationship with the individual. For example, an Employee will not participate in, or attempt to influence, human resources decisions such as the hiring, compensation, selection, or performance evaluation of a person with whom the Employee has a family or Personal Relationship.
- 4.4.4. In the event an Employee finds themselves in a situation which may constitute a conflict of interest, the Employee must disclose this information to their immediate exempt leader as soon as they are aware of the potential conflict. The Employee and their leader determine whether a conflict of interest exists, and, if so, agree on a plan to manage or eliminate the conflict. This standard is supported by the Conflict of Interest policy.
- 4.4.5. The Director of Finance/City Treasurer and the Chief Human Resources Officer or designate, or the Executive Director for CPS employment, will review potential “conflict of interest” situations and decide whether to approve, refuse the appointment, or recommend other appropriate measures to the business unit. These measures may include implementing special processes post-hire if the new Employee is related to a more senior staff member, in the direct or indirect Supervisory Relationship. Such recommendations must be consistent with the requirements of Finance and Human Resources administration policies.

#### **4.5. Accommodation in Employment**

- 4.5.1. As part of The City’s duty to accommodate, and in alignment with the Alberta Human Rights Act, The City removes barriers to employment for people who require Accommodation and actively supports persons who experience illness and/or disability. The City will provide Reasonable Accommodation for both applicants and Employees. Examples of employment barriers include:
  - a. A qualification listed in the job posting that is not a bona fide occupational requirement.
  - b. Refusing an interview to an individual who requests an Accommodation such as a smudging ceremony.
  - c. Refusing an interview to an individual due to a cultural/religious observance.
- 4.5.2. The City will cover the Reasonable Accommodation expenses of individuals invited for an interview. As an example of this The City would pay for a Sign Language interpreter.
- 4.5.3. Leaders are responsible for identifying and eliminating practices that result in employment barriers for individuals as per the Respectful Workplace policy, The City’s “Equity, Diversity, Inclusion and Belonging Framework and Strategy”, the Indigenous policy CP2017-02 Section 1.3.4. Ways Towards Equitable Environments, the “Anti-Racism Strategic Plan” and the Alberta Human Rights Act.
- 4.5.4. During the Accommodation process, leaders will collaborate with Employees, unions and associations and other key contributors to identify, assess, evaluate,

and implement Accommodation solutions that:

- a. Respect the person's dignity, self-worth and right to privacy,
- b. Reasonably accommodate the needs of the person, and
- c. Are possible to implement without reaching undue hardship.

4.5.5. Accommodations are considered on a case-by-case basis during Recruitment, onboarding, and employment. Reasonable Accommodation may differ from person to person. Examples of Reasonable Accommodation include, but are not limited to:

- a. Modified job duties;
- b. Allowing time off for illness, or religious reasons;
- c. Altering a building or job site to make it accessible;
- d. Purchasing or modifying tools, computer hardware/software, equipment, or aids;
- e. Providing access to gender neutral washrooms;
- f. Checking if candidates need to be accommodated with an accessible interview location;
- g. Identifying a new job for an Employee requiring Accommodation;
- h. Varying job requirements or offering flexible work schedules; and
- i. Adjusting policies, such as relaxing rules to wear a uniform.

4.5.6. Employees are responsible for:

- a. Informing their Leader and Union (if applicable) about the need for Accommodation, and any changes to that need;
- b. Providing satisfactory medical information and/or relevant documentation to establish the need for Accommodation or change to Accommodation;
- c. Participating and cooperating in the Accommodation process; and
- d. Accepting Reasonable Accommodation offers.

#### **4.6. Student Employment and Job Creation Programs**

4.6.1. Student employment positions are created as learning opportunities and are expected to enhance current operations. Positions may include some bargaining unit work, but students must not fill existing bargaining unit vacancies or displace Employees. The term of employment for student positions is generally four months or less.

4.6.2. Internship, Cooperative Education, Practicum, Work Experience or Job Creation Program opportunities will be available to individuals who meet the criteria set out by the program they are formally enrolled in.

#### **4.6.3. Summer Student Program**

4.6.3.1. Summer student opportunities will be available to students enrolled in school full-time who intend to return to school on a full-time basis in the next academic year.

#### **4.6.4. Intern and Cooperative Education Programs**

4.6.4.1. Students who are participating in post-secondary cooperative work and/or work experience programs will be eligible for employment as an Intern or Co-op student.

4.6.4.2. The length of term is determined by the academic program. Terms of more than four months may be considered with mutual agreement from the applicable union as necessary.

#### **4.6.5. Job Creation Programs**

4.6.5.1. The City actively supports employment (job creation) programs sponsored and/or partially funded by the provincial and federal levels of government, based on the understanding that the work to be done:

- a. Meets the employment program criteria.
- b. Does not compete with or duplicate existing positions and work.
- c. Provides a meaningful work experience and learning development opportunity.

### **4.7. Recruitment**

#### **4.7.1. General**

4.7.1.1. Typically, The City informs Employees of available job vacancies through the standard posting process.

4.7.1.2. All applicants for posted positions must be considered for employment using a standardized competitive process which considers their qualifications, knowledge, skills, abilities, and experience. This may include Lived/Living Experience and other factors as stipulated in the relevant collective agreement.

4.7.1.3. Accommodations are considered on a case-by-case basis during Recruitment. For example, including a Sign Language interpreter or captioner in a job interview.

4.7.1.4. Human Resources develops and has oversight of the Recruitment process.

4.7.1.5. The offer letter includes the terms and conditions of employment including any terms and conditions that are in addition to those referenced in the Collective Agreements, Exempt Staff policy, or Code 81 and 86 Manual.

4.7.1.6. When a position is filled with a temporary employee, then an identical regular position is created, the regular position must be filled in accordance with the applicable collective agreement or the Exempt Staff policy. If the temporary employee is selected, the employee's start date will be the date on which the offer was accepted.

#### **4.7.2. Posting Positions**

4.7.2.1. Vacant positions will be filled by competition in accordance with the Employment policy 2.2 Policy Statement, unless otherwise provided for in

the applicable collective agreement. See 4.7.6 Expression of Interest and 4.7.7 Appointment of Employees for exceptions.

4.7.2.2. Hiring Supervisors should consult with Human Resources, to determine whether a vacancy is likely to be filled internally or externally, and will either post:

4.7.2.2.1. Internally when it is anticipated there is a sufficient pool of qualified internal candidates.

4.7.2.2.2. Internally and externally if reasonable doubt exists as to whether there is a sufficient pool of qualified internal applicants.

4.7.2.3. Notices of vacancies must be posted for at least five working days unless otherwise provided for in an applicable collective agreement.

4.7.2.4. See 4.7.5. Using Competitions to Fill Subsequent Vacancies.

#### **4.7.3. Temporary Work for up to Six Months**

4.7.3.1. Unless otherwise stipulated in the relevant collective agreement, requests for short-term temporary work up to six months must be submitted through the centralized Job Library in myHRconnect. Employees requiring Accommodation are prioritized for short-term temporary work.

4.7.3.2. If there is no Employee requiring an Accommodation who can perform the work, a Temporary Employment Services Agency (TESA) Employee may be assigned for three months or less. See 4.5 Accommodation in Employment and 4.7.4. Temporary Employment Services Agency (TESA).

#### **4.7.4. Temporary Employment Services Agency (TESA)**

4.7.4.1. TESA provides short-term temporary clerical/administrative staffing support lasting from one day to three months when an assignment cannot be filled by an accommodated Employee. See 4.7.3. Temporary Work for up to Six Months.

4.7.4.2. Assignments extending beyond three months will be reviewed and considered by the TESA Coordinator and CUPE Local 38 and may be agreed upon in exceptional circumstances.

4.7.4.3. TESA staff are not City Employees but are eligible to compete on internal postings and will be considered after City of Calgary Employees.

#### **4.7.5. Using Competitions to Fill Subsequent Vacancies**

4.7.5.1. If a subsequent vacancy occurs after a competition has been completed, a posting can be re-opened, and applicants selected from the original applicant list provided:

- a. This occurs within three-months of the original competition closing date; and
- b. The new vacancy is identical to the original posting, including type of position, e.g., Regular or Temporary Position.

4.7.5.2. When a Temporary Position is created and filled with a temporary Employee, then subsequently an identical Regular (established) position is created, the new position must be filled by competition or in accordance with the applicable collective agreement.

#### **4.7.6. Expression of Interest**

- 4.7.6.1. Typically, The City informs Employees of available job vacancies through the standard posting process. An Expression of Interest (EOI) may be used to fill an exempt position on an exception basis (e.g., project work, to support Employee and Leader development as part of performance development, or in consideration of succession management plans).
- 4.7.6.2. EOIs should not be used to circumvent the standard posting/advertising process. See 4.7 Recruitment to fill an exempt position on a permanent basis.
- 4.7.6.3. An EOI generally targets all Employees with the specialized skill set required for the role within a business unit, or on an exceptional basis, a department (e.g., Departmental Senior Executive Advisor).
- 4.7.6.4. Hiring Supervisors should consult their HR Business Partner, People Strategy and Partnerships, or the Human Resources Section for CPS, prior to creating an EOI.
- 4.7.6.5. Recruitment using an EOI involves following a structured competitive process:
  - a. Selection must be inclusive and equitable, and the EOI should be created in consultation with Human Resources.
  - b. The EOI needs to contain the same information that is in a standard job posting and is based on the job specification or job evaluation. The hiring supervisor or designate sends out the EOI with instructions on how to apply. Applications are typically sent directly to the hiring supervisor.
  - c. Selection of a candidate follows the standard competitive process for screening applicants and interviewing and evaluating candidates including the use of standard templates and forms. See 4.7.1 General, 4.7.10 Screening and Selection Process and 4.7.15 Pre-employment Reviews.
  - d. Hiring supervisor offers position to successful candidate and contacts unsuccessful candidates to advise them of their status.
  - e. Hiring supervisor contacts HR Support Services to move employee into the new position.

- f. The hiring supervisor keeps appropriate documentation to validate the hiring decision (e.g., Candidate Declaration, Interview Guide, Employment Selection Factors form, Reference Check form).
- g. The JEQ/Job Speculation is used to develop the specific competencies, roles and responsibilities of the position.
- h. All interviewed candidates, and consequently the successful candidate must meet the minimum qualifications for the role.

4.7.6.6. See 4.7 Recruitment, 4.7.10 Screening and Selection Process, 4.7.15.1 Reference Checks, 4.7.15.3 Medical Examinations (if applicable), 4.7.15.4 Police Information Checks (Security Clearances) (if applicable).

#### **4.7.7. Appointment of Employees**

4.7.7.1. Typically, The City informs Employees of available job vacancies through the standard posting process. Appointments should not be used to circumvent a competitive process. See 4.7. Recruitment.

4.7.7.2. Appointments may be used on an exception basis following a structured, inclusive process, and in consultation with Human Resources. For example, the candidate may be selected from a pool of potential successor candidates who have been assessed, trained, and nominated through succession plans. In these cases, the appointment may be made without a posting.

4.7.7.3. Exempt and/or union Employees may be appointed to exempt positions as a result of a management decision considering, but not limited to, the following parameters:

- The Employee must meet the minimum qualifications for the role.
- The Employee has been in the role in a temporary basis for over one year, and/or
- The Employee is the only individual with the specialized skill set required for the role.

4.7.7.4. Refer to the appropriate collective agreement for the appointment of a union Employee.

4.7.7.5. Hiring Supervisors should consult with their HR Business Partner, People Strategy and Partnerships, or the Human Resources Services Section for CPS, prior to appointing an Employee to a union or exempt position.

#### **4.7.8. Appointment of External Applicants**

4.7.8.1. The appointment of an external applicant (which includes City Retirees) into an exempt position without a posting can only be made in exceptional circumstances. Such appointments should be temporary, and only be made when a delay would create immediate harm and/or the loss of ability to provide a key service.

4.7.8.2. Exceptions must be requested by means of a business case created in consultation with the HR Business Partner, People Strategy and

Partnerships, or the Human Resources Services Section for CPS. The business case must be accompanied by the candidate's resume and at least two references from referees familiar with the candidate's work and the position being recruited for. The business case must include:

- a. A description of the business need for the exception, including an explanation of why it is critical to fill the role by external appointment;
- b. A description of job duties and minimum qualifications for the position; and validation of how this individual meets those qualifications;
- c. Validation that there has been a consultation with Human Resources identifying the appropriate jurisdiction and including job specifications and rating of the position; and
- d. A risk analysis with regards to the impact of this appointment on other Employees.

4.7.8.3. The business case and rationale for the proposed exception will be reviewed by the HR Business Partner, People Strategy and Partnerships, in consultation with the Leader, Talent Acquisition and a recommendation will be sent to the Chief Human Resources Officer or designate. All exceptions must be approved by the Chief Human Resources Officer or designate prior to making an offer of employment. For CPS appointments, the business case and rationale are reviewed by the Human Resources Services Section and a recommendation will be sent to the CPS Deputy Chief. Prior to making an offer of employment, an appointment to CPS must be approved by the:

- Chief of Police for CPS Executive Director, and the
- Deputy Chief for all other appointments, including the Director.

#### **4.7.9. Application Review and Referral**

4.7.9.1. Only applications received by Human Resources before the specified closing deadline are eligible for consideration in competitions for bargaining unit positions.

4.7.9.2. Late applications, for Exempt positions only, may be included in a competition following consultation between management and Human Resources.

4.7.9.3. Internal postings are open to:

- a. Current City of Calgary Employees,
- b. TESA staff, and
- c. Administrative staff of the Councillors.

4.7.9.4. Current City of Calgary Employees who apply on open competitions are internal candidates. TESA staff, and administrative staff of the Councillors Office compete on internal postings as external applicants. In addition, the following individuals cannot be considered as internal candidates:

- a. Students, interns, and cooperative students.
- b. Individuals who work for other City-owned organizations such as Attainable Housing Calgary.

#### **4.7.10. Screening and Selection Process**

- 4.7.10.1. Screening and selection, including interviews, assessments, and reference checks, must focus on relevant job-related information about an individual's background and experience. Relevant experience for a position may include formal, unpaid (volunteering) and Lived/Living Experience. Leaders are responsible for ensuring that screening and selection is conducted in a consistent, equitable, professional, and ethical manner, providing a safe environment for interview panelists to make selection decisions, and taking steps to mitigate bias in the process.
- 4.7.10.2. One interview panel member must be certified to The City's standard in Recruitment, interviewing and selection.
- 4.7.10.3. The screening process may consist of multiple steps, including more than one shortlisting process.
- 4.7.10.4. Various assessments, including presentations, technical tests, and other testing, may occur before or after the interview.
- 4.7.10.5. Assessments must be valid, relevant to the qualifications and competencies, and be administered uniformly to the applicants unless Reasonable Accommodation is requested. For example, an Accommodation might be extending the time allowed for the test for an individual who is neurodivergent.

#### **4.7.11. Rehire Recommendations**

- 4.7.11.1. Former City Employees have received one of the following rehire statuses:
  - a. Rehire Recommended – Employee may be rehired by The City.
  - b. Not Suitable for This Type of Work – Employee may not be rehired for a particular type of work; however, Employee could be rehired for different work within The City.
  - c. Do Not Rehire (DNR) – Employee is not to be rehired in any capacity.
- 4.7.11.2. Files on individuals who are not recommended for rehire (DNR) or not suitable for this type of work must be retained in the Human Resources business unit.

#### **4.7.12. Changing Rehire Recommendations**

- 4.7.12.1. If a former Employee requests a change to their rehire status, such as removal of the "Not Suitable for this Type of Work" or "Do Not Rehire (DNR)" designations the following information is required:
  - a. The former Employee must make a written request to management in the business unit where they were previously employed (i.e., the business unit that assigned the rehire recommendation).

- b. The request must include documentation demonstrating a minimum of two years of paid work history since their final date of employment with The City.
  - c. This work history should include validation that the Employee's job performance and professionalism at work were acceptable.
  - d. Prior to honouring the request, a positive reference check must be completed with a recent employer to validate the above employment information.
- 4.7.12.2. The business unit that assigned the original recommendation will work with the relevant HR Business Partner, People Strategy and Partnerships, or the Human Resources Services Section for CPS, to determine if the original rehire recommendation should be altered. These individuals will consult with Labour Relations as needed.
- 4.7.12.3. Rehire recommendations resulting from serious Employee misconduct/behaviour should not be changed (e.g., situations where there has been a significant respectful workplace violation).
- 4.7.12.4. The Director of the business unit that assigned the initial recommendation must agree that the Employee, or former Employee, is employable by The City if the recommendation is changed (e.g., the business unit that assigned the initial recommendation must agree that they would be willing to hire the former Employee if the recommendation is changed).
- 4.7.12.5. All documentation related to the alteration of rehire status must be filed on the Employee file in Human Resources and a notice of the decision will be provided to the former Employee.

#### **4.7.13. Interview Expenses**

- 4.7.13.1. Interviews may be conducted in-person, online or by telephone. The hiring supervisor must determine in advance of arranging interviews whether it will authorize any expenses for candidates travelling to an interview. Typical interview expenses would include travel and lodging.
- 4.7.13.2. Where possible, the hiring supervisor will conduct telephone or online interviews for all candidates prior to authorizing reimbursement of travel expenses.
- 4.7.13.3. Individuals may be eligible for reimbursement of travel expenses when travel to the interview (one way) exceeds one hundred (100) kilometres.
- 4.7.13.4. For travel of more than one hundred (100) kilometres to the interview (one way), a maximum reimbursement may be provided for either:
- a. The economy return air fare and directly related interview expenses such as parking or taxi fares; or
  - b. The per kilometre rate for a return trip in accordance with The City's Car Allowance policy.

- 4.7.13.5. The hiring supervisor will be responsible for processing all documents (e.g., Expense Report X076 form) related to the reimbursement of interview expenses. For CPS the CPS Inspector or CPS Director is responsible for approving interview expenses.

#### **4.7.14. Relocation**

##### **4.7.14.1. Relocation Expenses**

4.7.14.1.1. The City may provide financial assistance to offset some of the costs of moving a person who has been offered a permanent or Temporary Position. This assistance includes the move for their family and household effects as per the Relocation Guidelines for Full and Partial Service Moves and the Local Travel/Car Allowance Administration Guide. The hiring supervisor should decide, prior to advertising or posting a position, if relocation expenses will be reimbursed for eligible individuals. If the hiring supervisor has decided to offer relocation funds, then they should advise eligible candidates about these potential funds during the job offer discussion. See Relocation Guidelines for details, including eligibility and submission of claims.

4.7.14.1.2. Hiring supervisors should contact their HR Business Partner, People Strategy and Partnerships, or the Human Resources Services Section for CPS, or the Relocation Coordinator before establishing a specific relocation amount.

##### **4.7.14.2. Relocation Contract**

4.7.14.2.1. A person who accepts relocation assistance must sign both the Acceptance of Employment and the Full/Partial Service Move Relocation Contract and return them to The City prior to the commencement of employment. The contract specifies the repayment obligation and establishes the total amount the person may be required to repay should the obligation period not be worked. For unionized positions, the relocation contract must bear the same date as the prospective Employee's acceptance of the offer of employment. See Relocation Guidelines for details.

##### **4.7.14.3. Submission of Relocation Claims for Reimbursement**

4.7.14.3.1. All expense claims must be received by the Relocation Coordinator within 12 months from the original hire date in the offer letter and must be accompanied by original detailed receipts to qualify for reimbursement. Claims received after this date will not be accepted for reimbursement except for when an Employee initially arrives in Calgary as an individual and subsequently brings their family to join them at a later date.

4.7.14.3.2. Exceptions to the 12-month period are at the discretion of the business unit Director or Deputy Chief for CPS.

#### **4.7.15. Pre-employment Reviews**

#### 4.7.15.1. Reference Checks

- 4.7.15.1.1. Reference checks must be performed for all internal and external candidates prior to their selection for a City position. It is recommended that the existing Leader be included as a reference for internal candidates. Information obtained through reference checks is used to verify facts and confirm data that has been obtained from the candidate's application, resume, interview and the selection process. References may include collecting information about performance and attendance.
- 4.7.15.1.2. The City does not conduct social media checks as part of the reference check process with the exception of a check of the LinkedIn profile as appropriate. Mainstream media (radio, newspaper, online news) checks may be performed for relevant positions.
- 4.7.15.1.3. Questions asked during a reference check must:
  - a. Address attendance and performance; and
  - b. Be directly related to the specific behavioural competencies measured during the interview process.
- 4.7.15.1.4. Any City representative conducting a reference check must:
  - a. Ensure that the applicant has signed The City's Candidate Declaration form (P889) prior to conducting a reference check;
  - b. Explicitly state to the individual providing the reference that the information provided during the reference check is confidential;
  - c. Complete all information on the Reference Check form (P768) prior to any formal offer of employment; and
  - d. Only ask questions of a type permitted by the *Alberta Human Rights Act*. These questions must not relate to the applicant's: race, colour of skin, ancestry, place of origin, religious beliefs, gender (including pregnancy and sexual harassment), gender identity, gender expression, physical disability, mental disability, marital status, family status, sources of income, sexual orientation, or age.

#### 4.7.15.2. Providing Employment References

- 4.7.15.2.1. The City will provide employment references for either existing or previous City Employees. The following conditions apply:
  - a. In accordance with the *Freedom of Information and Privacy Act (FOIP)* of Alberta, the Employee (or former Employee) is responsible for providing a signed Consent to Provide Employment Reference form (X 579) to The City representative who will be the referee before any information is released to a third party.
  - b. References should be provided by the direct Supervisor or an individual familiar with the Employee's (or former Employee's) work.

- c. Information released as an employment reference must be factual, associated to job-related criteria and provided in a truthful, non-malicious manner.
- d. Responses to questions relating to the Employee's attendance at work should disclose only the frequency of absence, but not why the person was unable to attend work (e.g., must not disclose the nature of any illness).

- 4.7.15.2.2. City representatives who are providing an employment reference must avoid giving any information that would be:
- a. Their opinion, or belief, as it relates to the individual in question;
  - b. Unrelated to the individual's specific job tasks or requirements;
  - c. Unsolicited by the prospective employer requesting the reference; and
- Related to a prohibited ground of discrimination as defined by the *Alberta Human Rights Act*.

#### 4.7.15.3. **Medical Examinations**

- 4.7.15.3.1. A pre-employment medical examination is only to be conducted for designated positions with bona fide occupational requirements necessitating this exam. This examination must only be requested after a conditional employment offer has been provided.

- 4.7.15.3.2. Examples of designated positions with bona fide occupational requirements necessitating a medical exam:
- a. Firefighter
  - b. Transit Operator

#### 4.7.15.4. **Police Information Checks (Security Clearances)**

- 4.7.15.4.1. Police Information Checks (PIC) will be conducted for positions where a prior criminal conviction may affect safety or liability. The hiring business unit, in consultation with Human Resources, will be responsible for the identification of positions requiring a PIC. PIC's must be identified on the job posting and Human Resources will coordinate the PIC process.

- 4.7.15.4.2. Applicants with a criminal conviction may be considered for employment by The City. The decision to hire or not will depend upon the requirements of the position and the nature of the conviction.

- 4.7.15.4.3. The City will not employ individuals who have a criminal conviction which would have an impact on their ability to perform in the position they have applied for.

- 4.7.15.4.4. Applicants have the choice of whether to share the results of the PIC with The City. If they choose to share the results, a copy of the PIC letter must be provided to The City for further review. Applicants that

choose not to share the results with The City cannot be considered further and must withdraw from the process.

4.7.15.4.5. The hiring supervisor must consult with Human Resources prior to making a job offer to applicants who have a criminal conviction validated by their PIC. In situations where the hiring supervisor and HR Business Partner disagree, the Chief Human Resources Officer or designate will decide whether to approve or refuse the appointment or recommend other appropriate measures to the business unit.

4.7.15.4.6. In addition to or instead of a PIC, an applicant may be required to provide a self-declaration regarding their history, in a form established by Human Resources.

#### **4.7.15.5. Pre-employment Drug Testing**

4.7.15.5.1. Pre-employment drug testing (PEDT) must be conducted for Safety-Sensitive Positions across The City, and this requirement is identified on the job posting.

4.7.15.5.2. External applicants, including rehires, must pass a drug test before a confirmation letter of employment for a Safety-Sensitive Position is issued.

4.7.15.5.3. External applicants and rehires who refuse to participate in the PEDT process are ineligible to be hired into the position.

4.7.15.5.4. All pre-employment requirements such as security clearances and obtaining City operator permits must be completed before the PEDT request can be submitted.

4.7.15.5.5. Applicants who are under the age of 18 require parental consent prior to completing the PEDT.

4.7.15.5.6. Internal applicants, including Employees with recall rights are not required to complete the PEDT process. In addition, positions subject to polygraph testing may be excluded from the PEDT process.

#### **4.7.16. Special Hiring and Employment Programs**

##### **4.7.16.1. Using External Recruiters**

4.7.16.1.1. Human Resources is responsible for coordinating the list of pre-approved external recruiting agencies and providing liaison with these agencies during the Recruitment process.

4.7.16.1.2. Use of external recruiters will be subject to review by Human Resources and require approval by the Chief Administrative Officer, General Manager, or the appropriate Business Unit Director. For CPS, approval is required by the Executive Director of Human Resources.

#### 4.7.16.2. **Recruitment Outside Canada**

4.7.16.2.1. Hiring supervisors consult with Talent Acquisition, Human Resources, when considering recruitment from outside Canada.

4.7.16.2.2. Hiring supervisors interested in exploring Recruitment outside of Canada can also research the Temporary Foreign Worker Program and International Mobility Program.

4.7.16.2.3. Hiring supervisors must ensure that all reasonable efforts are made to fill jobs with suitably qualified Canadian citizens, permanent residents, or persons with open work permits prior to considering other options. The federal government requires The City to review all internal job applicants and to perform a cross-Canada search for candidates prior to considering the Recruitment of an individual without a work permit or labour mobility eligibility. If a suitable candidate from a country not covered by a labour mobility agreement is identified, the formal job offer must be coordinated through the federal government. Talent Acquisition will coordinate the hire and offer process for these individuals.

4.7.16.2.4. The City may:

- a. Employ North American professionals who qualify for City positions under the Canada – United States – Mexico Agreement (CUSMA) or other international labour mobility agreements.
- b. Be able to recruit expatriates under one of the Federal government temporary worker programs.
- c. Be able to support a worker's immigration to Canada through federal programs or the provincial immigration programs.

#### 4.7.16.3. **Hiring Individuals with Prior City Service**

4.7.16.3.1. A former Employee who is in receipt of severance from The City will not be permitted to return to work during the severance period. There are no exceptions to this rule.

4.7.16.3.2. See 4.7.16.5. Employment of City Retirees for more information when rehiring a City Retiree.

#### 4.7.16.4. **Hiring Individuals without a Three-Month Break in Service**

4.7.16.4.1. For each competition, previous City Employees who have not had a minimum three-month break in service are identified to the hiring supervisor.

4.7.16.4.2. When prior Employees are rehired by The City without a three-month break, their entitlements must be reviewed in consideration of the Alberta Employment Standards Code, as this Code considers them to have continuous employment.

4.7.16.4.3. Prior to making an offer to rehire a previous City Employee without a three-month break in service, the Leader, Talent Acquisition, must be consulted or the Executive Director of Human Resources for such rehires to CPS. Such rehires will be reviewed with Labour Relations prior to a job offer being made.

4.7.16.4.4. If the hire proceeds, written verification must be provided from the hiring business unit to Human Resources confirming the hiring business unit will assume responsibility for any additional costs (e.g., vacation) related to the decision to hire without the three-month break in service.

#### 4.7.16.5. **Employment of City Retirees**

4.7.16.5.1. Individuals who retired from The City must have a three-month break in Service and are considered to be an external applicant. See 4.7.16.3. Hiring Individuals with Prior City Service General and 4.7.16.4. Hiring Individuals without a Three-Month Break in Service.

4.7.16.5.2. The City will not enter into a contract to advance the financial interests of a Retiree. For example, The City will not sever an employment relationship for the purpose of initiating a pension commencement or commuted value transfer and then re-employ the individual to the same role or other capacity on a contract basis.

4.7.16.5.3. City Retirees may be employed again, as external applicants, using a Letter of Offer by either:

- a. The standard Recruitment process, on a posted vacancy; or
- b. On an exception basis, by appointment to an exempt position without a job posting. See 4.7.8 Appointment of External Applicants.

4.7.16.5.4. Retired individuals who are in receipt of severance from The City will not be permitted to return to work during the severance period. There are no exceptions to this rule.

4.7.16.5.5. A City Retiree who is receiving a pension from the Special Forces Pension Plan (SFPP) or the Firefighters Supplementary Pension Plan (FSPP) is required to participate in the Local Authorities Pension Plan (LAPP) when hired into a permanent full-time position. An eligible City Retiree receiving a pension from SFPP or FSPP hired into a Temporary Position may participate in LAPP.

#### 4.7.16.6. **Concurrent Second Part-time Position**

4.7.16.6.1. The City will only consider an employee for employment in a concurrent second part time position with The City after consultation with Human Resources and in the following circumstances:

- a. When doing so would be the only reasonable way to comply with The City's legal duty to accommodate;

- b. When the current and additional part-time positions are non-unionized positions in Recreation & Social Programs, Community Strategies, Parks & Open Spaces, or Arts & Culture that do not fall under a union or exempt jurisdiction (e.g., Recreation Leader or concession worker); or
- c. When the General Manager (GM) or Chief Constable of CPS of the Employee's base position has made an exception for the secondary employment.
- d. When the total hours worked in both part-time positions will not exceed the daily or weekly hours required for overtime payout. In exceptional circumstances, the work unit supervisor can pre-authorize overtime for operational requirements.

#### 4.7.16.7. **Employment Contracts**

- 4.7.16.7.1. Written Employment Contracts may be used by The City in relation to an exempt position to limit organizational liability and to provide specific terms and conditions of employment that differ from those referenced in the Exempt Staff policy in the following situations:
- a. To employ individuals on an exceptional basis,
  - b. When the work is with parties external to The City of Calgary administration.

- 4.7.16.7.2. Employment Contracts should be used only as an exception; a Letter of Offer is preferred. The use of an Employment Contract is coordinated by Human Resources.

- 4.7.16.7.3. Employment Contracts will be used under the clear understanding that an 'employer-employee' relationship has been established. A 'principal-agent' relationship usually exists where The City enters into a contractual agreement, on a Consulting Contract, with a firm or professional corporation for services. The rehire status of former City Employees must be verified prior to hiring on a consulting contract. For information on consulting contracts, contact Supply Management.

#### 4.7.16.7.4. **General Conditions Governing Employment Contracts**

- 4.7.16.7.4.1. Individuals employed under contract are subject to the same general terms and conditions of employment as are all other municipal Employees unless specifically excluded under the provisions of their contract, and must observe to the same degree, all municipal policies, rules, regulations, and by-laws.
- 4.7.16.7.4.2. Individuals will only be employed on a contract where the work they are performing falls outside the jurisdiction of any bargaining unit recognized by The City.
- 4.7.16.7.4.3. In accordance with federal legislation, an individual employed under contract will be subject to deductions from pay, including income tax, Canada Pension Plan, Employment Insurance premiums, and applicable civic benefits.

- 4.7.16.7.4.4. The rates of pay for contract Employees will be established in consultation with Human Resources.
- 4.7.16.7.4.5. Selection and appointment of individuals to be employed under contract must be consistent with existing City employment policies.
- 4.7.16.7.4.6. The Law Department will draft an Employment Contract which will define the terms of employment.
- 4.7.16.7.4.7. The Employment Contract must be approved by the business unit Director and the Chief Human Resources Officer or designate, or the Chief of Police for contracts in CPS, unless such contracts are with parties falling outside of Administration (e.g., Office of the Mayor). An Employment Contract with the appropriate approvals must be completed and signed by the Employee before the Employee commences work.

4.7.16.7.5. **Secondments and Secondment Contracts**

- 4.7.16.7.5.1. An Internal Secondment does not require a Secondment Contract but does require an offer letter. Normally, upon completion of the secondment, the Employee returns to their base position.
- 4.7.16.7.5.2. An External Secondment requires a Secondment Contract. Typically, a secondment does not exceed two years in duration. Upon completion of the secondment, it is expected that the City Employee will return to their base position and salary or be assigned to a position which is compensated at an equivalent rate as their base position. A Secondment Contract must be coordinated by Human Resources, reviewed by the Leader, Talent Acquisition, and approved by the Chief Human Resources Officer or designate, and the business unit Director. For CPS, a Secondment Contract must be reviewed by the Human Resources Services Section and approved by the Chief of Police.

**5. SERVICE**

- 5.1. An Employee who moves between Bargaining Units, or Exempt positions, without a Break in Service will retain and continue to accumulate Service.
- 5.2. When an Employee has separated from The City (Including termination, resignation, retirement, loss of recall, or failure to return from leave), and is later rehired, their Service date will be calculated from their most recent date of rehire.
- 5.3. Service is typically used to calculate an Employee's Service-related Entitlements.

## **6. UNION/ASSOCIATION SENIORITY**

- 6.1. Each Collective Bargaining Agreement outlines Seniority calculations, including provisions for accumulation, temporary discontinuation, and permanent suspension. Such provisions may also be a factor in promotion, layoff, and location/shift selection.

## **7. RESIGNATION**

- 7.1. An Employee will provide The City with a minimum of two weeks' written notice of their Resignation of employment or per terms of the employment contract.
- 7.2. An Employee is not required to resign when moving between Business Units or Bargaining Units, except for students hired under the CUPE Local 38 Letter of Understanding RE: Work Experience Opportunities for Students or Youths, where their employment is terminated at the end of their assignment.

## **8. CONDITIONS GOVERNING EMPLOYMENT**

- 8.1. Regardless of whether an offer letter or an Employment Contract is used:
  - a. Eligible Employees must be placed on the MEBAC benefits plan; and
  - b. Employees who do not enroll in or are not eligible for The City's pension plans will not receive any additional compensation in lieu of employer contributions to such a plan.

### **8.2. Direct Deposit**

- 8.2.1. Direct deposit is a condition of employment for all City Employees.

### **8.3. Probationary Status Reviews**

- 8.3.1. An Employee's work performance shall be reviewed formally at least twice during the probationary period using the Probationary Status Review and Recommendations form (X79).
- 8.3.2. The Employee shall be made aware of the results of these reviews.
- 8.3.3. All new Employees will receive Probationary Status reviews in accordance with the time periods outlined in the applicable collective agreement or the Exempt Staff policy.
- 8.3.4. For union Employees, Permanent Status is achieved at the end of the period specified in the applicable collective agreement.
- 8.3.5. The performance of exempt staff will be reviewed at three and five months, with Permanent Status achieved after six months of Service in a Regular Position. See the Exempt Staff policy for:
  - a. Information with respect to Employees working part-time; and
  - b. Extensions of probation periods.

**8.4. Trial Period Reviews**

- 8.4.1. Some collective agreements provide a trial or assessment period, allowing the Employee and the Supervisor time to review the Employee’s performance upon promotion, lateral transfer, or demotion to another position. In such cases:
  - a. The unionized Employee’s work performance shall be reviewed formally at least twice; and
  - b. The length of the Trial or Assessment Period is set out in the applicable collective agreement, as are the reversion rights.
- 8.4.2. Reversion can be exercised by management (based upon the review) or by the Employee as per the relevant collective agreement provision.
- 8.4.3. For the Amalgamated Transit Union, the trial period is called an “Assessment Period”.
- 8.4.4. The Employee shall be made aware of the results of these reviews.

**9. HISTORY**

Action	Date	Description
New	2024 September 25	Developed from a review and amendment of the Employment policy. ELT approved the amended policy on January 20, 2025.