



Skeena-Queen Charlotte Regional District

BOARD POLICY

Title:	Exempt Employment Policy
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1. PURPOSE

The Skeena-Queen Charlotte Regional District is committed to creating an atmosphere of trust and collaboration with its exempt employees, thereby, furthering Regional District's goals and objectives. The Regional District is cognizant of the relationship between elected officials and exempt employees and expects the highest ethical standards of both its Board members and employees in their daily interactions.

The Regional District acknowledges that to attract, motivate and retain the high level of talent necessary to operate successfully, it must provide its exempt employees with competitive market based compensation and other conditions of employment.

2. POLICY

The Regional District's exempt salaries, benefit plans, provisions for leave and other conditions of employment will be structured to aid in recruitment and retention. The Regional District's provisions for exempt employees will be equitable, competitive, performance-based, and consistent with market conditions.

Therefore, the following terms and conditions of employment are established as Regional District policy and apply to all exempt employees.

3. DEFINITIONS

- a) "Board" is the Board of Directors for the Skeena-Queen Charlotte Regional District
- b) "Bargaining Unit" is the Canadian Union of Public Employees, Local 105-04
- c) "Chief Administrative Officer (CAO)" is the person appointed by the Board under section 197 of the *Local Government Act*
- d) "Exempt employees" are those employees excluded from the bargaining unit as per article 2.1 of the Collective Agreement.
- e) "Employer" is the Skeena-Queen Charlotte Regional District
- f) "Continuous Service" means an unbroken period of employment with the Skeena-Queen Charlotte Regional District. Continuous service includes periods of authorized absence such as sick leave, maternity leave, or other leave as outlined elsewhere in this policy. Continuous service is broken when employment ceases between two (2) periods of employment with the employer for at least one (1) compensation day.
- g) "Regional District" is the Skeena-Queen Charlotte Regional District

- h) "Work Week" means the number of hours normally worked in either a standard or non-standard work week.

4. SCOPE

The following positions are excluded from the bargaining unit and considered exempt employees for the purpose of this policy:

- a) Chief Administrative Officer,
- b) Corporate Officer,
- c) Treasurer,
- d) Deputies to the above positions (if appointed),
- e) Recycling Operations Manager, and
- f) Island Solid Waste Operations Manager.

5. AUTHORITY TO ACT

The Chief Administrative Officer (CAO) has responsibility for administering exempt staff compensation, benefits and other conditions of employment within the scope of this policy and the budget as adopted by the Board.

6. PROVISIONS (Terms and Conditions)

6.1 Expectations and Obligations

- a) Exempt employees will actively support the Regional District's goals, objectives, and initiatives.
- b) Exempt employees will serve the Regional District in accordance with the duties set out in their job descriptions and in accordance with such further duties and assignments as the Regional District may from time to time require of the employee.
- c) Exempt employees will at all times diligently, competently and effectively perform their duties and obey and observe all applicable legislation, regulations, directives, and policies whether verbal or written.
- d) Exempt employees will cooperate fully with Board members, officers, department heads and other employees of the District and members of the public.
- e) Exempt employees have an obligation to maintain any professional memberships required by their job duties and to remain current in their profession.
- f) Exempt employees may be required to attend Board and other meetings outside of normal work hours.

6.2 Confidentiality

Except as required by law or as expressly required in the performance of a specific job function, exempt employees shall not divulge or disclose any confidential information which the exempt employee receives or becomes aware of in the course of their employment. This confidentiality requirement survives employment with the Regional District and exempt employees who are no longer employed with the Regional District.

Exempt employees must ensure compliance with the *Freedom of Information and Protection of Privacy Act* as it relates to the release or acquisition of information in the performance of their duties.

6.3 Exclusive Employment

Exempt employees must devote their full time and attention as required to properly and efficiently carry out the key responsibilities of their position.

Exempt employees are prohibited from undertaking any external employment obligations or services, unless otherwise agreed to by the CAO.

6.4 Probation

- a) All exempt employees shall have an initial probationary period of six (6) months from the date of appointment to any exempt position. The purpose of the probationary period is to provide an opportunity for the Regional District Board to determine whether the exempt employee will be suitable for regular continuing employment with the Regional District. The standard of suitability shall be determined by the CAO.
- b) During the probationary period, the CAO will evaluate the exempt employee's suitability for his/her position and advise the exempt employee of the outcome of the evaluation at least one month prior to the end of the probation period.
- c) Notwithstanding the provisions of 6.4(a), the probationary period may be extended for up to an additional six (6) months.
- d) The Regional District may terminate the exempt employee's employment at or before the end of the probationary period without cause. Notice or pay in lieu will be in accordance with the BC Employment Standards.

6.5 Performance Reviews

A formal review of the exempt employee's performance will be conducted at least once per year.

6.6 Professional Development and Memberships

Subject to the availability of funds and the approval of the CAO, the employer will pay for attendance to training and development activities where they contribute to the overall effectiveness of the employee in their position with the Regional District.

Professional dues or memberships, if stipulated in the job description as part of an exempt employee's job, will be paid by the Regional District. Other professional membership dues will be considered for payment by the Regional District on a case-by-case basis.

7. HOURS OF WORK

Standard full time hours of work are thirty-five (35) hours per week, Monday to Friday, based on seven hours per day. The CAO may designate specific positions as requiring non-standard hours of work such as longer daily hours and/or a shorter workweek, due to operational needs.

The nature of exempt employment may be such that an employee performs work over and above the standard or non-standard hours for their position. Exempt employees will receive paid compensatory leave in recognition of these additional hours. Exempt employees are not entitled to overtime pay.

In exceptional circumstances, when extra hours are worked to complete special projects or assignments, the CAO may grant additional time off with pay to recognize the employee's additional efforts over and above those hours covered by compensatory leave.

8. COMPENSATION

The Regional District provides compensation to its exempt employees in an equitable and competitive manner with comparable local government organizations in British Columbia and, where possible, with other comparable public or private organizations. The compensation system applies consistently to all exempt staff and provides internal equity.

8.1 Compensation

The following are elements of the compensation system:

- a) All exempt positions are initially evaluated to ensure equitable and competitive treatment with comparable external and internal positions.
- b) All exempt positions will be reviewed for significant and substantive changes to the roles and responsibilities of the position and in relation to current market conditions every three years.

- c) All compensation increases are subject to a satisfactory performance review. Exempt employees not meeting performance expectations will not receive a compensation increase.

8.2 Cost of Living Increases

Effective April 1st each year and subject to inclusion in the approved budget, exempt employees will receive a cost of living adjustment to their annual salary. The cost of living adjustment will be based on the change in the British Columbia Consumer Price Index for the 12-month period as of September of the preceding year.

Where it is determined that a cost of living increase higher than the minimum is warranted, the Board may, by resolution, provide for such an increase as deemed appropriate.

8.3 Progression Increases

Progression increases are in recognition of gaining increasingly more experience and responsibility within the position and subject to a fully satisfactory performance review.

Progression increases are effective on the anniversary date of appointment to an exempt position. Exempt employees who are meeting or exceeding performance expectations may receive an incremental increase as approved by the Board, based on the recommendations of the CAO.

8.4 Performance Bonus

The Regional District may wish to recognize an exempt employee for exemplary performance or for the performance of duties above and beyond those contained in the exempt employee's job description. The Board, by resolution, may provide a lump sum (non-pensionable) monetary or in-kind bonus incentive as deemed appropriate.

8.5 General Information

All salary adjustments for exempt employees will be confirmed in writing.

Annual salary will be paid in equal biweekly instalments by direct deposit and subject to applicable deductions.

9. **BENEFIT PLANS**

9.1 Pension Plan

Enrolment in the Municipal Pension Plan is a compulsory condition of appointment for all regular full-time employees. For those hired on a regular part-time basis, enrolment is optional and subject to pension plan rules.

Enrolment in the plan normally commences immediately upon successful completion of the probation period.

9.2 Health and Benefits Program

Exempt employees receive the same benefit provisions as bargaining unit employees.

The benefits offered by the Regional District form a significant portion of the total compensation package. Benefits will be paid in accordance with the group policy issued by the insurance carriers and are subject to the eligibility and limitations specified in the policies.

- a) Medical Services Plan of British Columbia (MSP)
- b) Extended Health
- c) Dental
- d) Life Insurance
- e) Long Term Disability (LTD)
- f) Accidental Death and Dismemberment

At present, while an exempt employee is actively employed, the Regional District pays 100% of the cost of the premiums. Enrolment in the plan normally commences immediately upon successful completion of the probation period.

10. LEAVE

10.1 General Leave Provisions

Annual and sick leave credits will not be accrued while an employee is on approved injury on duty leave, supplementary sick leave, or any unpaid leave unless they have already received pay for at least ten days during that month.

10.2 Sick Leave

Exempt employees shall accrue sick leave at a rate of one (1) day for each calendar month in which the employee receives pay for a minimum of ten (10) full days in the month. Exempt employee may accrue a maximum of forty five (45) days sick leave.

Exempt employees may be required to provide medical evidence, as requested by the CAO, to substantiate their absence and use of sick leave.

The Regional District considers sick leave to be wage loss insurance; therefore, unused sick leave will not be paid upon termination of employment.

10.3 Medical / Dental Appointments

Exempt employees may use up to two hours of accrued sick leave for each appointment to cover attendance at local doctor or dentist appointments. Employees will, when possible, book appointments on days off or at the end of a work day to minimize the disruption of the work day.

For specialist appointments that require travel outside of Prince Rupert or off Island (Haida Gwaii), up to one day of accrued sick leave may be used to cover travel time and attendance.

10.4 Supplementary Sick Leave

The Regional District does not currently have a short term disability plan. In lieu of a funded plan provided through a benefit carrier, the Regional District will provide supplementary paid sick leave to exempt employees for up to six (6) months in the event that they are unable to perform the duties of their positions due to a bona fide illness or injury.

The following conditions apply:

- a) Employees are not eligible for supplementary sick leave until the satisfactory completion of their probationary period.
- b) A waiting period of 5 working days applies, during which time the employee is able to use sick leave accrued under section 10.2, if available.
- c) All regular sick leave accrued under section 10.2 must be used prior to accessing supplementary sick leave.
- d) While on supplementary sick leave, employees are not eligible to accrued sick leave or annual leave credits.
- e) Employees, whose illness or injury requires them to be off for periods greater than 180 days, are required to apply for coverage under the long-term disability (LTD) plan.
- f) The maximum supplementary sick leave that may be granted shall be limited to the number of days required to cover the LTD waiting period.
- g) Supplementary sick leave is provided with the understanding that the Regional District, at its sole discretion, may require the exempt employee to provide proof of illness, satisfactory to the Regional District, which may include a medical report by a physician stating the nature of the illness, treatment sought and how the illness/injury prevented the exempt employee from carrying out the duties of the position, and/or to undergo a medical examination by a licensed medical practitioner approved by the Regional District.
- h) The Regional District reserves the right to require medical evidence satisfactory to the employer confirming the employee's suitability to return to work after a serious or prolonged illness or injury.

10.5 Compensatory Leave

Exempt employees are entitled to an additional paid leave of two work weeks per calendar year to compensate for time worked above and beyond the 35 hour work week, such as attendance at meetings, travel and attendance at conferences or training, or additional time worked to meet operational requirements. Approval of compensatory leave will be at the discretion of the CAO and subject to operational requirements.

Compensatory leave will be accrued each year in January and must be used prior to end of the calendar year. For exempt employees that do not work a full calendar year, the accrual will be prorated.

10.6 Paid Statutory Holidays

Exempt employees at the Regional District are entitled to the same statutory holidays as other employees of the Regional District as outlined below. Statutory holidays that fall within scheduled vacation periods, will not be recorded as a paid vacation day.

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| a) New Year's Day | g) Labour Day |
| b) Good Friday | h) Thanksgiving Day |
| c) Easter Monday | i) Remembrance Day |
| d) Victoria Day | j) Christmas Day |
| e) Canada Day | k) Boxing Day |
| f) British Columbia Day | l) Family Day (BC) |

Exempt employees are entitled to statutory holidays from the date of commencement of work for the Regional District.

10.7 Annual Leave

- a) Exempt employees are eligible for paid annual leave as per the following:
- During the first (1st) to third (3rd) year of employment 4 work weeks
 - During the fourth (4th) to eighth (8th) year of employment 5 work weeks
 - After the eighth (8th) year of employment 6 work weeks

Annual leave will be accrued monthly and prorated for partial months / years worked. Annual leave will not be accrued for periods of unpaid leave or while an employee is on supplementary sick leave.

- b) Scheduling and Carryover

Annual leave must be scheduled in advance and may be taken at a time or times that are mutually agreed upon between the exempt employee and the CAO.

Approval for the use of annual leave will be subject to operational requirements.

Exempt employees must make every effort to schedule their annual leave during the calendar year in which it is accrued.

The CAO may schedule the employee's leave at their discretion, after giving an exempt employee a reasonable opportunity to schedule leave at a mutually agreed time. Any annual leave scheduled by the CAO but not taken will be forfeited by the employee.

Should an exempt employee be unable to take their annual leave due to extraordinary circumstance, the CAO may approve carryover or payout of any remaining leave. Payout or carryover will be paid at the rate in effect at Dec 31st of the year in which it was earned.

c) Vacation adjustment upon termination

Exempt employees who terminate employment during the year and who have taken more annual leave that they have accrued for that year will be required to pay back to the Regional District the equivalent dollar value of the annual leave taken in excess of the earned entitlement.

10.8 Other Paid and Unpaid Leave

Exempt Employees are entitled to the following paid and unpaid leave subject to the same provisions as bargaining unit employees under Article 20 of the collective agreement, inclusive of:

Paid Leave:

- Marriage / Commitment Ceremony Leave
- Bereavement Leave
- Leave for the Birth or Adoption of a Child
- Court Leave
- Injury on Duty Leave
- Examination Leave

Unpaid Leave:

- Pregnancy (Maternity) Leave
- Parental Leave
- Family Responsibility Leave
- Compassionate Care Leave

10.9 Additional Unpaid Leave of Absence

An exempt employee may request an unpaid leave of absence of up to twelve (12) months. Such request must be in writing and the employee must give as much notice as possible and must provide a reason for the request. Requests are subject to the approval of the CAO based on individual circumstances and operational requirements. An extension may be approved in extenuating circumstances.

An exempt employee, on approved unpaid leave of absence:

- Will not accrue annual leave, sick leave or be entitled to compensatory leave immediately upon the start of the unpaid leave;

- May retain their group insurance coverage, subject to the plans and policies of the insurers, for the duration of the leave provided they reimburse the Regional District for the premiums by post-dated cheques in advance of the leave;
- Should the employee elect to apply to the Municipal Pension Plan for the purchase of service for the period of unpaid leave, the employee would be responsible for both the employee and employer pension premiums.

11. INDEMNIFICATION

As specified in the Regional District Indemnification Bylaw No. 422 and all subsequent amendments, the Regional District will indemnify employees against any claim for damages against the employee arising out of the performance of his or her duties and, in addition, will pay legal costs incurred in a court proceeding arising out of such claim.

The exception to this is where the employee acted dishonestly, was grossly negligent, or when the employee misconduct has been malicious or wilful, when the employee committed an act of libel or slander.

12. RETIREMENT ALLOWANCE

Exempt employees retiring from the Regional District and in receipt of a pension from the Municipal Pension Plan will receive three (3) days' pay for each full year of continuous service worked with the Skeena-Queen Charlotte Regional District.

13. TERMINATION

The provision contained within any applicable employment agreement and the BC Employment Standards will apply.

14. APPROVAL FOR CAO

Where approval is required and such approval is the responsibility of the CAO, the Board Chair shall have the authority to grant such approvals in relation to the CAO, with the exception of compensation, which shall be handled by a personnel committee made up of at least three (3) Board members.

15. EMPLOYMENT AGREEMENTS

Where the terms and conditions specified in an existing employment agreement are superior to the provisions of this policy, the employment agreement will supersede this policy for those provisions for the term of the employment agreement.

Approval Date:	December 13, 2013	Resolution No.	IC064-2013
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