

## SECTION 4 – PERSONNEL POLICY

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## **SECTION 4 – PERSONNEL POLICY**

### **4.01 Purpose**

1. To establish and maintain orderly, consistent administration of personnel policy.
2. To assist the Corporation in providing quality service to the community.
3. To establish and foster guidelines for effective working relationships at all levels of the Corporation.

### **4.02 General Information**

1. The Corporation will use the British Columbia Employment Standards Act as a baseline for this policy manual.
2. The personnel policy, procedures, and practices will be subject to regular review and modified as required.
3. The personnel policy is set by the Board of Directors and implemented by the General Manager.
4. This personnel manual shall be read by a new employee at the beginning of his/her employment, and he/she may request clarification of any items that are not clearly understood.

### **4.03 Hiring**

#### **1. Selection**

- a. The Board of Directors will screen, interview, and select the General Manager.
- b. The General Manager will screen, interview, and select staff and inform the Personnel Committee of all staff changes.
- c. The General Manager shall review all applications, contact references, conduct interviews and take necessary precautions to ensure that the vacancy is filled by the best qualified candidate. In pursuant to conflict of interest in 2.09 the Personnel Committee shall act in the General Manager's place.

- d. All persons selected for employment will receive written notification of their appointments. If applicant is interviewed they will received written notice if unsuccessful. Unsuccessful applicants not interviewed will not receive written notice.

## **2. Probation**

- a. All new regular employees will be hired for a three (3) month probation period.
- b. This period may be extended at the discretion of the board based on the General Manager's recommendations.

## **3. Staff Performance Appraisals**

- a. Staff performance appraisals will be done annually.
- b. The Board of Directors will appraise the performance of the General Manager.
- c. The General Manager will appraise the performance of the staff.

## **4.04 Wage and Salary Administration**

1. Wage and salary rates will be reviewed by the Board of Directors on an annual basis.
2. Employees will be paid at the rate agreed upon when hired.
3. Subsequent pay increases will be based on performance appraisals and recommendation of the General Manager.

## **4.05 Hours of Work and Overtime**

### **1. Hours of Work**

- a. The average weekly hours of work for a full-time employee will be thirty-five (35) hours.
- b. The normal work day is seven (7) hours, with one hour unpaid lunch.

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## 2. Overtime

- a. An employee shall be entitled to overtime compensation in the form of banked time when the overtime is authorized in advance by the General Manager. There will be circumstances when authorization beforehand is not possible. Pre-authorization may be difficult, therefore the employee will keep supervisor aware by phone if he/she identifies that work may not be completed within the scheduled work day.
- b. A full-time employee is entitled to 1.5 hours per hour worked over 8 hours per day, 40 hours per week. Banked time cannot exceed 21 hours.
- c. Compensatory time cannot be accumulated. Banked time shall be used within two months of time banked or by December 31<sup>st</sup>, whichever comes first. The General Manager must be informed in a timely manner if banked time cannot be used before the deadline.
- d. Attending Professional Development Conferences guidelines as outlined in Employment Standards Act:

Banked time will be allocated only when employee is in transit to the location of the conference. Once the employee arrives at the location, they are on their own time until the conference begins. Example: Travel to Vancouver 10:00 am on a Saturday and arrive at 12:00 pm. This is considered company time. If the conference begins on Sunday evening at 6:30 pm then company time does not begin until the event begins. Therefore, the employee is on their own time from 12:00 pm Saturday until 6:30 pm on Sunday. When the conference is over, then the employee is on their own time until they are once again in transit.

## 3. Office Hours

- a. The regular work day shall be scheduled between the hours of eight-thirty (8:30) am and four-thirty (4:30) pm.

## 4.06 Travel Allowance

### 1. Remuneration

- a. Employees shall receive reimbursement of reasonable expenses incurred on behalf of CFDCPL at the discretion of the General Manager.
- b. Rate shall be commensurate with the Federal Government's travel allowance schedule.

- c. Reasonable expenses include:
  - i. meals, accommodation, and transportation where travel is required to attend meetings or to carry out other CFDCPL business
  - ii. incidental expenses where required to attend meetings or to carry out other CFDCPL business
  - iii. receipts must accompany travel expense claim where applicable
  - iv. where practical, travel and accommodation will be shared to reduce expenses
  - v. payment for kilometres may not exceed the cost for airfare that is booked in advance at the most economical rate and authorized by the General Manager

## 4.07 Employee Benefits

### 1. Statutory Holidays

- a. The Corporation recognizes the following Statutory Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	

- b. CFDCPL offices may be closed for the three working days between Christmas Day and New Year's Day on an annual basis. Employees will cover these days with flexible time at the discretion of the General Manager.

### 2. Annual Vacation

- a. A regular full-time employee (28 hours per week or more) will have an annual vacation entitlement as follows:

Vacation Years	Work Days
First to Second	15
Third	16
Fourth	17
Fifth	18
Sixth	19
Seventh	20
Eighth	21

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Ninth	22
Tenth	23

- b. During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter (1 ¼) days for each month worked.
- c. An employee must use vacation leave by December 31 unless otherwise stated in contract or authorized by General Manager.
- d. An employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.

### 3. Sick Leave with Pay

- a. A regular full-time employee shall earn sick leave credits at the rate of one day for each month per year. Sick leave shall not accumulate over 12 days per calendar year. It must be used by December 31. A new accumulation period will begin January 1<sup>st</sup>. Part time employees will be prorated.
- b. Employees will not be paid sick days not taken.
- c. No employee shall use sick leave or special leave for any other purpose than that specified.
- d. CFDCPL may request that a report from a qualified medical practitioner accompany the application for sick leave if the absence is over three (3) days.

### 4. Marriage Leave with Pay

- a. After the completion of one (1) year's continuous employment, an employee shall be granted three (3) days leave with pay for the purpose of getting married.
- b. Reasonable notice must be given to CFDCPL.

### 5. Leave with Pay for Birth or Adoption of a Child

- a. A male employee may be granted two (2) days leave with pay for his needs directly related to the birth of his child.
- b. An employee may be granted two (2) days leave with pay for needs directly related to the adoption of a child.

## **6. Court Leave without Pay**

- a. An employee will be granted leave without pay for:
  - i. jury duty
  - ii. witness duty in any proceedings

as stated in the Employment Standards Act.

## **7. Examination Leave with Pay**

- a. Leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work.
- b. The course of study will be directly related to the employee's duties or will improve his/her qualifications.

## **8. Bereavement Leave with Pay**

- a. In the event of death in an employee's immediate family, the employee will have up to four (4) days off with pay. Immediate family is defined as: father, mother, brother, sister, spouse, child, step-child, step-parents, step-siblings, mother-in-law, father-in-law, grandparents and grandchildren.
- b. The employee may be granted an additional three (3) days leave for travel related to the death.

## **4.08 Leave of Absence without Pay**

### **1. Maternity Leave without Pay**

- a. An employee who becomes pregnant shall be granted leave of absence without pay eleven (11) weeks before the expected date of the termination of her pregnancy.
- b. This leave shall not exceed twenty-six (26) weeks after the date of the termination of her pregnancy.
- c. Full benefits will be paid by the employer while on maternity leave.



## **2. Paternal Leave without Pay**

- a. Either parent of a newborn child or an adopted infant may be granted twenty-six (26) weeks leave without pay.
- b. Full benefits will be paid by the employer while on paternity leave.

## **4.09 Personnel Records**

1. Each employee shall have an individual, confidential file containing all pertinent documents relating to the employee's status and job performance.
2. The employee's file shall include all pertinent documents such as application, resume, letters of reference, contract, performance evaluations, etc.
3. The file for each employee shall be established at the date of employment and retained by CFDCPL for two (2) years after termination.
4. Each employee shall have access to their personnel file.

## **4.10 Grievances**

1. Where, in the opinion of the employee, he/she is unfairly treated or some other problem arises, the following procedure must be initiated:
  - a. The employee shall discuss the matter with his/her immediate supervisor.
  - b. If the employee considers the situation unresolved after discussion with the supervisor, the employee should then voice his/her grievance to the General Manager.
    - i. The General Manager will then conduct a personal interview with the employee and any other involved person and endeavor to resolve the grievance.
  - c. The General Manager may bring a grievance to the attention of the Personnel Committee for discussion and resolution.
  - d. The Board of Directors is the final level in which the grievance may be heard.

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#### 4.11 Benefit Plans

1. A group benefit plan will be provided for all full-time regular employees and their dependents after three months of employment and the probationary period has been successfully completed.
2. Coverage will be comparable to that of other CFDC programs across the province and will include:
  - a. Group Life Insurance and Accidental Death and Dismemberment Insurance
  - b. Extended Health Care
  - c. Medical Services Plan of BC
  - d. Dental Plan
  - e. Group Salary Insurance
  - f. Group RRSP Plan
    - i. CFDCPL will match 3 percent of employee wage for years 1 and 2 of employment; 4 percent of employee wages for years 3 and 4 of employment; and 5 percent for 5 years and more of employment in contribution for a Group RRSP. Employee will be entitled to the Group RRSP once they have completed their probation period.

An agreement between CFDCPL and employee will follow: As long as the employee is with CFDCPL the money must stay invested in the Group RRSP. Exceptions to this restriction would be:

- New Home Buyers Program
- Life Long Learning Program offered through government
- Employee demonstrates extreme hardship case. In the event that the employee exercises their exception due to extreme hardship case, the employee will not be able to re-qualify for RRSP program for one year from the time the RRSP is released.

#### 4.12 Staff Training

1. Employees may be assigned to special training programs paid for by the employer on full pay and allowances.
  - a. The employee may be asked to undertake a continuing service contract for up to 12 months following completion of training.
  - b. The employee will be required to obtain an attendance certificate and submit a written report on the program attended.

2. Where the employee is undertaking professional or skill upgrading training outside of work hours, the employer may pay all tuition and supplies cost subject to successful completion of the training.
3. In cases where the employee wishes to undertake training that is not directly in CFDCPL's interest, unpaid leave may be granted at the discretion of the General Manager.

#### **4.13 Supplementary Employment**

1. No employee shall engage in outside employment or activity which will interfere with the efficient performance of the employee's duties or responsibilities.
2. No employee shall engage in outside employment or activity which will occupy time during his/her work hours.
3. Outside employment or activity shall not involve the performance of duties which the employee would perform as part of his/her employment.
4. Any such employment or activity shall not involve a conflict of interest.

#### **4.14 Acceptance of Gratuities**

1. Employees are prohibited from accepting gifts, money and gratuities from:
  - a. persons receiving benefits or services on behalf of an employee of CFDCPL
  - b. persons otherwise in a position to benefit from actions of an employee of CFDCPL

#### **4.15 Political Activity**

1. Employment with CFDCPL may not be offered as a consideration or reward for the political support of any political party or candidate for public office.
2. No employee of CFDCPL may, during working hours or as a representative of the Corporation, engage in partisan political activity.

3. Employees may seek election to municipal/regional district and school board offices provided that those duties do not infringe on normal working hours as an employee of CFDCPL. Exception to this policy would be the General Manager upon approval of the Board.
4. Employees may, on their own time, work as campaign workers.
5. If an employee is nominated as a candidate for election, the employee shall, upon request, be granted leave without pay to engage in the election campaign.
  - a. If an employee is elected to provincial or federal office, employment with CFDCPL shall terminate.

#### **4.16 Disciplinary Action**

1. The General Manager shall carefully ascertain the facts of any case where disciplinary action is required.
2. The disciplinary measure appropriate to the case will depend on many factors, such as the following:
  - a. the nature and degree of the offense
  - b. whether the offense was deliberate or as a result of carelessness
  - c. the employee's previous record of conduct
  - d. interval since last violation
  - e. aggravating circumstances
3. The following disciplinary steps are recognized in order of seriousness:
  - a. verbal reprimand
  - b. discipline report
  - c. suspension or discharge

#### **4.17 Job Descriptions**

Current job descriptions of employees of CFDCPL may be found in the Appendices.