

Policy Information	
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Approved by:	Board of Governors
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Executive Responsible:	Executive Director Human Resources
Administrator Responsible:	Executive Director Human Resources
Date of Next Review:	June 2023

## ADMINISTRATIVE PERSONNEL POLICY

### 1. General Statement of Philosophy

The purpose of this Personnel Policy - Admin (the “Policy”) is to clearly set out terms and conditions of employment for administrative employees of the College that serve to:

- a. Inform all administrative employees of the legally binding terms and conditions that govern their employment;
- b. Recruit and retain employees to the administrative employee group of the College;
- c. Provide for equitable conditions of employment relative to the role and nature of the work performed by employees in administrative positions at the College and relative to the terms and conditions of employment available both in other employee groups at the College and in positions at relevant comparator employers; and
- d. Conform with legislation regarding terms of conditions of employment for employees excluded from a bargaining unit in the BC public sector.

### 2. Scope and Responsibilities

This Policy applies to all administrative employees at the College not covered by a collective agreement, including but not limited to the following positions: vice-presidents, directors, deans, regional principals, associate deans, associate directors, operations managers, managers, regional supervisors, administrators, supervisors, HR advisors, and all administrative staff located in the Executive and Human Resource Offices. For the purposes of this Policy, unless otherwise

noted, the term “employee” refers to administrative employees at the College not covered by a collective agreement.

This Policy, with the exception of Sections 3, 4, 5, 6, and 7, also applies to the position of President.

This Policy sets out terms and conditions of employment of administrative employees at the College and the President that are supplementary to terms and conditions set out in the employees’ offer letters. To the extent that there is any inconsistency between the terms and conditions in this Policy and the terms and conditions in the employee’s offer letter, the terms and conditions in the employee’s offer letter will govern.

The College may modify or amend the Policy and will provide administrative employees reasonable notice of any such modification or amendment.

It is the responsibility of administrative employees at the College to regularly review and ensure that they are aware of their rights and obligations provided for in the most up-to-date version of the Policy.

This Policy is designed to conform with legislative provisions applicable to non-unionized employees in British Columbia’s public sector, including the *Public Sector Employers Act*, R.S.B.C. 1996 c. 384 (“*Public Sector Employers Act*”), *Employment Termination Standards Regulation*, B.C. Reg. 379/97 (“*Termination Standards Regulation*”), and the *Employment Standards Act*, R.S.B.C. 1996, c. 113 (“*ESA*”). In the event that these, or other applicable statutes are at any time amended or introduced so as to conflict with the provisions of this Policy, the provisions of this Policy shall be deemed to be amended to the extent necessary to comply with any and all requirements prescribed by British Columbia law.

### **3. Salary**

The Public Sector Employers’ Association (“PSEA”) will conduct a total compensation survey on a periodic basis (normally every three years) on behalf of their members, including the College. The College may make changes to the compensation of employees based on the results of that survey.

#### **a. Salary Grid**

Any proposed changes to the salary grid are subject to review and approval by the Public Sector Employers' Council, which is generally responsible for compensation and human resources oversight of all non-unionized public sector employees in British Columbia.

#### **b. Adjustments**

1. Salary adjustments may only be provided to employees who, in the opinion of the College, have demonstrated satisfactory performance.
2. To be eligible for an adjustment, an employee must have been employed in their current position for a minimum of twelve (12) months as of April 1.

#### **c. Salary Placement**

1. Administrative employees new to the College will normally be placed at the minimum level on the applicable salary scale. The College may, for the purposes of recruitment, place an administrative employee new to the College at a higher rate within the salary range for the position, up to the control point.
2. Existing College employees who are promoted into administrative positions will normally be placed at the minimum rate, but in any case will be placed at a level not less than a 5% increase over the employee's salary in the employee's previous position.
3. Exceptions to these starting points may be made on a case-by-case basis with prior approval of the Executive Director, Human Resources/Director, Human Resources.

#### **4. Offers of Appointment**

Only the President or an employee to whom the President has delegated his/her authority to do so, has authority to make offers of appointment and/or bind the College to terms of employment including relating to compensation.

## 5. **Moving Expenses**

The College may reimburse reasonable moving expenses for newly appointed administrative employees in the amount up to one-twelfth (1/12<sup>th</sup>) of the employee's initial annual salary. Whether or not an employee is eligible to receive reimbursement of moving expenses will be set out in the employee's offer letter. In order to receive reimbursement of moving expenses, eligible employees must submit receipts demonstrating incurred moving expenses to the Bursar for approval.

Should the employment of an employee who has been reimbursed for moving expenses with the College terminate, for any reason, during the employee's initial twelve (12) month probationary period in the position, the employee shall be required to immediately repay all reimbursed moving expenses on a pro-rata basis based on the following formula:

The total amount of the reimbursed expenses - (the total amount of the reimbursed expenses x the number of months worked at the College/12)

The College may, at its discretion, waive this repayment requirement.

## 6. **Probationary Period**

A new administrative employee who is also new to the College or who has not yet completed a probationary period in a position with the College shall complete a probationary period of not less than twelve (12) months. This period is to provide an opportunity for mutual appraisal and evaluation. Upon carrying out an evaluation of the employee within the probationary period, the College may, at its discretion, extend the probationary period up to an additional twelve (12) months.

If, at any time during the probationary period, an employee's performance is in the opinion of the College, not suitable, the College may terminate his/her employment. If the employee's employment is terminated on this basis within the first three (3) months of his/her probationary period, the employee will not be entitled to any notice or pay in lieu of notice. If the employee's employment is terminated on this basis more than three (3) months after the start of his/her employment but still within his/her probationary period, the

employee's entitlement to notice of termination or pay in lieu thereof will be limited to the employee's notice or pay in lieu of notice entitlement under the *Employment Standards Act*, as amended.

An employee whose employment is terminated for cause during his/her probationary period will not be entitled to any notice or pay in lieu of notice regardless of when during the probationary period the employee's employment is terminated.

## 7. **Acting Positions**

Relief rates for employees appointed to acting administrative positions will be determined on an individual basis. If such a relief appointment is for a period of six (6) months or more and involves a substantial change in responsibilities, the recommendation for acting pay will be initiated by the HR Department and will be subject to the approval of the President or his/her designate.

Financial compensation for employees appointed to acting administrative positions may be in the form of movement on the employee's current paygrade, movement to another paygrade, or a percentage increase, subject to review and approval by the Post-Secondary Employers Association of BC and/or the Public Sector Employers Council.

## 8. **Termination**

The College may terminate the employment of an employee for cause at any time without notice or pay in lieu thereof. Where an employee's employment is terminated for cause, the employee will not be entitled to any notice or pay in lieu thereof.

An employee who has completed their probationary period or is not subject to a probationary period and whose employment is terminated by the College for reasons other than for cause, will be entitled to notice, pay in lieu of notice, or a combination thereof, as determined by the College, according to the following :

- a. two (2) months regardless of the employee's length of service with the College;  
and

- b. after completing three (3) years of service with the College, an additional one (1) month for each completed year of service with the College up to a maximum of eighteen (18) months;

An employee's entitlement upon termination will be limited to these amounts of notice, pay in lieu of notice, or combination thereof, and upon providing an employee with such notice, pay in lieu of notice, or combination thereof, the College will have satisfied all of its common law, contractual, and statutory obligations regarding notice, severance, and termination pay, relating to an employee's termination of employment.

Where the College elects to provide an employee with pay in lieu of notice for any given period, the amount of the pay in lieu of notice will be equivalent to the employee's base salary over the pay in lieu of notice period. Unless otherwise determined by the College, pay in lieu of notice will be paid in the form of salary continuance and subject to the conditions set out below.

If an employee is provided with notice or pay in lieu of notice of termination and the employee enters into a contract for services with any public sector employer as defined by the Public Sector Employers Act during the notice period, or period for which pay is provided in lieu of notice, the employee must immediately notify the College of the employment and the provisions of the Termination Standards Regulation shall apply.

An Employee whose employment is terminated by the College in accordance with this section for reasons other than for cause and who at the time of the termination of his/her employment has MSP, Dental and Extended Health Benefits coverage through the College's benefits plan, where permissible under the applicable plan, may, at the discretion of the College, have his/her MSP, Dental, and Extended Health benefit coverage continued for a period of a maximum of 3 months following the date of the termination of his/her employment.

Employees may resign and terminate their employment with the College by providing a minimum of four (4) weeks' written notice to the College, which notice may be waived in whole or in part by the College at its sole discretion, in which case the College will pay the Employee the Employee's base salary for any part of the notice period remaining. In such circumstances, the College will have no further obligations to the employee with respect to the termination of the employee's employment.

## 9. Vacation

### **Vacation Year**

For the purposes of accrual and use of vacation, the vacation year is January 1 - December 31 of each year.

### **Vacation Accrual**

Employees accrue paid vacation entitlement based on the time they actually work according to the following schedule:

- a. First (1<sup>st</sup>) year of service - number of full months worked x 1.67 days/month up to a maximum of twenty (20) working days;
- b. Second (2<sup>nd</sup>) year of service - number of full months worked x 2.08 days/month up to a maximum of twenty-five (25) working days;
- c. Third (3<sup>rd</sup>) year of service up to seventeenth (17<sup>th</sup>) year of service - number of full months worked x 2.5 days/month up to a maximum of thirty (30) working days; and
- d. Eighteenth (18<sup>th</sup>) year of service onwards - number of full months worked x 2.92 days/month up to a maximum of thirty-five (35) working days.

Where the use of the above formula would result in an employee being entitled to less vacation time than the minimum vacation time they are entitled to under the *Employment Standards Act* as amended from time to time, the employee will be entitled to the minimum vacation time they are entitled to under the *Employment Standards Act* for that year.

### **Vacation Approval process**

An employee shall be eligible to take vacation after it is accrued. Requests for vacation must be submitted in advance to the employee's immediate supervisor for approval.

## **Vacation Carry-Over**

The College expects employees to take vacation in the year in which it is earned. However, the College also recognizes that there may be instances where the President will approve a carryover of vacation due to operational requirements. In this circumstance, the following applies:

- a. For entitlements earned prior to January 1, 2003:

As per the Public Sector Employer's Act, accrued vacation can be paid out, used as vacation, or held in an employee's bank.

- b. For entitlements earned on or after January 1, 2003:

As per the amended *Public Sector Employer's Act*, accrued vacation must be used or paid out by the end of the year following the year in which it is earned (For example, vacation earned in 2003 must be taken or paid out by year-end 2004).

The application of 'a' and 'b' is such that an employee shall not have a total amount of vacation available to them on December 31 of any year that is greater than the sum total of two years of vacation entitlement plus the amount of vacation available to the employee in his/her pre-December 31, 2002 vacation bank. The College may schedule vacation for those employees who have vacation in excess of this amount.

## 10. **Service Calculations**

When calculating service for the purposes of notice of termination and vacation entitlement under this Policy, the previous continuous service with the College of College employee's who are promoted into administrative positions, regardless of the employee group within which the employee's previous position resided, will be included.



## 11. Leaves

### **Sick Leave**

Paid sick leave accumulation and/or sick leave pay outs are subject to the provisions of the *Public Sectors Employers Act*.

Paid sick leave is the period of time an employee is entitled to be absent from work without loss of salary due to illness or injury for which compensation is not payable under the Workers' Compensation Act. In addition, employees may use up to ten paid sick days per fiscal year for absences from work to provide necessary care to an immediate family member for reasons of that immediate family member's illness, injury or disability. For these purposes an "immediate family member" is defined as an employee's spouse, parent or child. Sick leave usage for an employee to care for other family members may be considered at the discretion of the President or his/her designate.

Employees shall be credited with one and two thirds (1 2/3) days of paid sick leave per month of continuous service up to a maximum of one hundred and twenty five (125) working days. All absences meeting the criteria above and for which an employee has sufficient credited paid sick leave shall be treated as paid sick leave and shall be deducted from the employee's accumulated sick leave credits. If such a qualifying absence exceeds the employee's available paid sick leave credits, the employee will be treated as being on a general unpaid leave of absence for the duration of the approved leave.

In the event that an employee suffers a serious, disabling, long term illness or injury but does not have enough sick leave accrued to maintain paid leave during any applicable qualifying period for Long Term Disability benefits, the College may, at its sole discretion, allow the employee to borrow against future earned sick leave provided that a qualified medical practitioner certifies that the employee is unable to work due to illness or injury and that there is a reasonable prospect of the employee returning to work for the College in the future. The maximum amount of borrowed leave shall normally be up to twenty-two (22) working days in the first (1<sup>st</sup>) year of employment, up to forty-four (44) working days in the second (2<sup>nd</sup>) year of employment, and up to sixty-six (66) working days in the third (3<sup>rd</sup>) and subsequent years of employment. The total term of borrowed and accrued Sick Leave shall not exceed sixty-six (66) days for any single episode of disability.

The College may, before approving any employee's claim for paid sick leave and/or at any time during an employee's sick leave, require the employee to provide medical documentation satisfying the College that the employee is entitled to sick leave.

Sick leave is to be claimed only for bona fide absences which are required for the reasons set out above. The College considers abuse of sick leave as serious misconduct which shall result in discipline up to and including just cause for termination.

Sick leave credits are deducted from an employee's accrued sick leave bank in chronological order, meaning that the oldest accrued sick leave credit is deducted upon the commencement of approved paid sick leave, first.

Except as otherwise expressly provided for in this Policy, employees will have no entitlement to be paid out any accumulated sick leave at the time their employment with the College comes to an end.

### **Bereavement and Compassionate Leave**

An employee is entitled to five (5) days paid bereavement and compassionate leave in the case of a death of a specified family member or because of serious illness of a specified family member. For these purposes, a "specified family member" is defined as the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with an employee as a member of the employee's family (including common-law spouses, step-parents, and step-children, and same sex partners and their children as long as they live with the employee as a member of the employee's family). This entitlement is separate from and in addition to any entitlement to sick leave to care for an immediate family member (as defined above).

Additional unpaid bereavement or compassionate care leaves of absence will be granted to employees who meet the requirements for bereavement and/or compassionate care leave as provided for by the *Employment Standards Act*.

Employees seeking to take bereavement leave or compassionate care leave under this Policy or the *Employment Standards Act* must notify their supervisor as soon as reasonably possible in advance of the commencement of the

requested leave and, where requested by the College, provide documentation verifying their entitlement to such a leave.

### **General Unpaid Leaves of Absence and Other Leaves**

Employees are entitled to all leaves that are provided for under the *Employment Standards Act* but that are not provided for under this Policy. Employees who wish to seek a leave provided for under the *Employment Standards Act* and not otherwise provided for under this Policy must direct the request for leave to the President as far as reasonably possible in advance of the commencement of the requested leave.

For any requests for leave not otherwise provided for under this Policy or the *Employment Standards Act*, employees may apply to the President for a general unpaid leave of absence. The President, at his or her sole discretion, may decide whether or not to grant the employee general unpaid leave.

### **Benefits While on Leave**

Employees who are granted leave under this Policy or the *Employment Standards Act* (with the exception of pregnancy and parental leaves expressly addressed below) will have their Employment Benefits described in section 12 of this Policy continued while on leave but will be responsible for paying the full amount of all premiums and contributions relating to those benefits.

Employees who are granted partial leave under this Policy or the *Employment Standards Act* (with the exception of pregnancy and parental leaves addressed below) will have their Employment Benefits described in section 12 of this Policy continued while on partial leave but will be responsible for paying a pro-rated portion of the full amount of all premiums relating to those benefits based on the percentage of their leave (e.g. if the employee is on a 40% leave they will be responsible for paying 40% of the full amount of all premiums and will only be responsible for their portion of the remaining 60% of the premiums).

## **12. Employment Benefits**

Subject to eligibility requirements and to any changes as noted below, employees will be entitled to the following benefits coverage:

- a. BC Medical Plan: premium fully paid by the College;
- b. Extended Health Benefits including vision and medical travel referral: premiums fully paid by the College;
- c. Group Life and Accidental Death and Dismemberment: premiums fully paid by the College;
- d. Long Term Disability: premium fully paid by the employee;
- e. Dental Plan: premium fully paid by the College;
- f. College Pension Plan: enrolment is compulsory with equal contributions by the College and the employee;
- g. Employee Family Assistance Program (E.F.A.P.): contributions by the College and the employee are compulsory.

The terms and conditions of the plans are set out in the plan documents. The College will not be responsible for assessing or determining any benefit entitlement any employee may have and may not be held liable, directly or indirectly, for any claims relating to any employee's entitlement to benefits.

The College retains the right to amend, modify, add, or remove terms and conditions to the benefit plans and to terminate any or all employee benefit plans at its sole discretion. Any amendments or modifications which may result in increased costs to the College are subject to review and approval by the Post Secondary Employers Association and/or the Public Sector Employers Council.

### **13. Professional Development**

Employees shall be entitled to a minimum of ten days per fiscal year for professional development activities. Days not used are considered expired.

The PD plan, activities and timing are subject to the approval of the employee's supervisor, and the employee will submit a final report to his/her supervisor at the completion of the PD activity.

#### 14. **Performance Review**

All employees, with their supervisor, will participate in an annual review, reviewing the employee's performance. The period under review will accord with the College's academic year and be from August 1 to July 31.

#### 15. **Position Descriptions**

Position descriptions will be prepared by the responsible supervisor, approved by the President and maintained by the Human Resources Department.

The Associate Director, Human Resources is responsible for rating administrative positions and coordinating and administering the approved Excluded Compensation Plan.

The position description for the President is subject to the approval of the Board.

#### 16. **Access to Personnel Files**

Within a reasonable time of requesting access, an employee will be given access to and will have the opportunity to review his/her personnel file in the Human Resources Department in the presence of a member of the Human Resources Department.

Supervisors will have access to the files of staff who report to them, and to the files of any College employee who has applied for a position in their department for the purposes of assessing the application.

Human Resources and employees in executive positions may review employee personnel files where necessary for the purposes of managing the employment relationship.

#### 17. **Safety**

The College will make reasonable and proper provisions for the maintenance of high standards of health and safety in the work place.

## 18. Retirement

### **Limited Sick Leave Payout**

Retiring employees who qualify for a pension under the *Pension (College) Act* shall be paid the cash equivalent of his/her sick leave balance as at Dec. 31, 2002, up to a maximum of sixty (60) days, providing none of this balance was subsequently used between December 31, 2002 and the date of retirement. The cash equivalent shall be at the rate of pay in effect immediately prior to retirement and is payable once the employee leaves the employ of the College. Sick Leave accrued after January 1, 2003 which is not used for illness or injury will not be paid out.

### **Early Retirement Incentive**

Subject to the requirements below, the College may offer an administrative employee an early retirement incentive.

#### **a. Eligibility:**

For the purposes of this provision, early retirement is defined as retirement at or after age 55 and before age 64.

An employee must have a minimum of ten (10) years of full-time equivalent service within the BC College and Institute System.

#### **b. Incentive Payment:**

The College may offer an employee an early retirement incentive based on the employee's age at retirement not to exceed the following amounts:

Age at Retirement	% of Annual Salary at Time of Retirement
55 to 59	100%
60	80%
61	60%
62	40%
63	20%
64	0%

The College has the right to determine the amount of any early retirement incentive it decides to offer an employee up to these maximum amounts.

The College may opt to pay the early retirement incentive in three (3) equal annual payments over a thirty-six (36) month period.

The College may also consider offering a partial early retirement with a pro-rated incentive.

The College is under no obligation to offer any employee an early retirement incentive.

#### 19. **Pregnancy/Parental Leave**

For the purposes of this section:

“Common law partner” means a person, whether of the same or different sex as the employee, in relation to whom the employee has sworn or affirmed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least twelve (12) months or for a lesser period at the discretion of the College where the employee has claimed the common-law partner’s child/children for taxation purposes.

*“Base Salary” is the employee’s average salary over the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will not be included in the twenty-six (26) weeks for the purpose of calculating the Base Salary.*

#### **Leave Entitlement**

Employees shall be entitled to pregnancy and parental leave as provided for under the *Employment Standards Act*. Employees must make requests for such leaves in the manner and timeframe set out therein.

#### **Benefits Continuation**

Employees who are granted leave under this section will have their Employment Benefits described in section 12 of this Policy continued while on leave. While on leave under this section, employees will be responsible for continuing to pay the

premiums they are responsible for paying under section 12 of this Policy as if they were not on leave.

The College and the employee will be responsible for the same contributions for pensionable service they would be responsible for if the employee was not on leave. Where an employee elects to buy back pensionable service for part or all of the leave, the College will pay its portion of the pension contributions in accordance with the Pension Plan regulations.

### **Supplemental Employment Benefit**

The College will provide employees on approved pregnancy leave and parental leave under this section a supplemental payment to supplement amounts they are or would be entitled to receive in the form of Employment Insurance ("EI") benefits as follows:

*For the first one (1) week of pregnancy leave, the College shall pay the employee one hundred percent (100%) of her Base Salary over that period.*

*For up to a maximum of sixteen (16) additional weeks of pregnancy leave, the College shall pay the employee an amount equal to the difference between her EI benefit amount and ninety-five percent (95%) of her Base Salary over that period.*

*For up to a maximum of thirty-five (35) weeks of parental leave, the College shall pay the employee an amount equal to the difference between the employee's EI benefit amount and eighty-five percent (85%) of the employee's Base Salary over that period.*

*Alternatively, if the employee provides advance notice to the College that he/she would like to receive the supplemental benefit over a sixty-one (61) week period, the College shall pay the employee that same total amount spread over sixty-one (61) weeks.*

An employee is not entitled to receive Supplemental Employment Benefits in relation to a period in which they are receiving disability benefits or any other income replacement benefits. To receive Supplemental Employment Benefits the employee shall provide the employer with proof of application for and receipt of EI maternity or parental leave benefits. If an employee is disentitled or disqualified from EI maternity or parental benefits but, if they did, would otherwise qualify for Supplemental Employment Benefits under this Policy, the College will provide the employee with Supplemental Employment Benefits. For the purposes of calculating the amount of Supplemental Employment Benefits, the amount of



the EI benefits the employee would have been entitled to if he or she were not disentitled or disqualified from receiving EI benefits will be applied to the formulas above.

### **Legislative and Collective Agreement References**

[Public Sector Employers Act](#)

[Employment Standards Act](#)

[Employment Termination Standards Regulation](#)

[Public Sector Pension Plans Act](#)

### **Links to Other Related Policies, Documents and Websites**

[Public Sector Employers' Association \("PSEA"\)](#)

[Public Sector Employers' Council](#)

### **Policy Amendment Log**

<b>Amendment Number:</b>	<b>Date:</b>
0	November 26, 1990
1	June 16, 2010
2	June 21, 2018