



EXCLUDED SUPPORT STAFF

Policies for Terms & Conditions of
Employment

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|-----------------------------|--|
| Title | Terms and Conditions of Employment - Recruitment, Selection and Probation Policy (Senior Managers, Administrators & Excluded Support Staff) |
| Policy Area | Operations - Human Resources |
| Policy Number | E.2.8 |
| See also (related policies) | Code of Ethical Practices Policy |

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|----------------------------------|---|
| Effective Date of Policy: | March 1, 2014 |
| Approval Date: | January 28, 2014 |
| Applies to: | Senior Managers, Administrators and Excluded Support Staff |
| Approving Body: | Board of Governors |
| Supersedes/New: | Policy for Senior Managers (January 2, 2001), Policy for Administrative Staff (August 8, 1997), Terms & Conditions of Employment for Excluded Support Staff (August 17, 2004) |
| Authority | <i>College and Institute Act, Public Sector Employers Act, Employment Standards Act</i> |

The following are responsible for the administration of this policy,

| Primary Office | Contact |
|-----------------------|---------------------------|
| Human Resources | Director, Human Resources |

Policy Statement

Total Compensation Philosophy

Okanagan College provides exempt employees with a total compensation program that is designed to attract and retain qualified staff. The program aligns with the College’s Mission, Vision and Values.

Guiding Principles for the Total Compensation Program

The College’s subscribes to the following guiding principles:

1. Performance – compensation programs support and promote a performance based organizational culture.
2. Differentiation - salary differentiation is supported where there are differences in the scope of the position within the College, and/or due to superior individual or team contributions.
3. Accountability - compensation decisions are objective and based upon a clear and well documented business rationale that demonstrates the appropriate expenditure of public funds.
4. Transparency – compensation programs are designed, managed and communicated in a manner that ensures the programs are clearly understood by employees and the public while protecting personal information.

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(Senior Managers, Administrators & Excluded Support Staff)
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In order to attract and retain qualified staff, the College will monitor current market trends and will assess the competitiveness of our compensation program regularly. The College's core comparator group includes similar post-secondary and other public sector organizations in British Columbia. When considering other public sector organizations, emphasis will be given to those within the BC Public Service. For other jobs where talent may be needed from out-of-province and jobs that require skills from specific industries or from outside the public sector, a secondary comparator group may be used for determining the targeted pay range.

The compensation program is fiscally responsible and ensures that costs are affordable and sustainable over time.

Total Compensation Program

The College's Total compensation program includes four main elements:

1. Compensation - fair and equitable compensation based on the scope and breadth of job responsibilities and the education, experience and competencies the employee brings to the position.
2. Benefits - pension and group benefit programs for the well-being of employees and their families.
3. Career Development - support for skill, professional and career development.
4. Work/Life Balance - paid/unpaid leave and other programs to help employees balance their work and personal demands, as well as community service roles.

Total compensation programs may be amended from time to time, as determined by the College, and as approved by the Government.

Exempt employees are required to be familiar with and abide by all College policies.

The terms and conditions of employment replace and supersede all previous policies and terms and conditions covering the subject matters contained herein, with the exception of terms and conditions contained in written employment agreements. If there is a direct conflict between this Policy and a written employment agreement between an exempt employee and the College, the written employment agreement shall prevail to the extent of the inconsistency.

Okanagan College is committed to administering terms and conditions of employment applicable to exempt employees in a fair and equitable manner.

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Policy Details

A. Appointment Categories

A.1 At the discretion of the College, an exempt employee shall be appointed to one of the following appointment categories:

A.1.1 Continuing - an appointment for an indefinite period; or,

A.1.2 Term - an appointment for a specified period.

A.2 Appointments within the above categories may be either full-time or part-time.

B. Employee Groups

At the discretion of the College, an exempt employee shall be appointed to one of the following employee groups:

B.1.1 Senior Manager – Deans, Directors, the Registrar, and Associate Deans.

B.1.2 Administrator – Managerial and professional/technical employees who are neither Senior Managers nor Excluded Support Staff. Continuing Studies instructors and invigilators are not considered administrators.

B.1.3 Excluded Support Staff - Exempt employees in Salary Band A, pay grades A01 to A15.

C. Recruitment and Selection

C.1 Selection and Appointment

The selection and appointment of an exempt employee is made by the President or designate.

C.2 Promotions and Transfers

The College reserves the right to promote or transfer an exempt employee from one position or classification to another without posting. When a posting does occur, vacant positions will be posted in accordance with College procedures.

D. Term Appointments - Renewal or Non-Renewal

The renewal or non-renewal of an exempt employee on a term appointment is determined by the President or designate.

D.1 Non-Renewal – No Secondment or Attached Position

Where an exempt employee has not been seconded from a College bargaining unit or does not have an attached position, non-renewal of a term appointment will result in the termination of employment of the exempt employee effective on the expiry date of the term appointment. Such termination shall not be considered a termination without cause as contemplated by Policy E.2.14, and the exempt employee shall not be entitled to any notice of termination, pay in lieu of notice or severance compensation.

D.2 Non-Renewal – Secondment or Attached Position

Where an exempt employee has been seconded from a College bargaining unit or has an attached position, and where the exempt employee's term appointment is not renewed, the employee shall return to the bargaining unit upon the expiry of the term appointment, consistent with the terms of the relevant collective agreement.

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E. Probationary Period for New Exempt Employees

E.1 Duration

Newly hired exempt employees on a continuing or term appointment shall be required to complete a probationary period of twelve (12) months.

E.2 Probationary Evaluation

The College shall evaluate the exempt employee prior to the expiration of the probationary period.

E.3 Extension of Probation

The College may extend the probationary period provided the exempt employee receives clear expectations of the requirements for him/her to successfully complete the extended probationary period.

E.4 Unsuccessful Completion of Probation

If the College determines, in its sole discretion, that a probationary exempt employee's performance is unsatisfactory or that he/she is unsuitable for employment, the College may terminate the exempt employee's employment at any time during the probationary or extended probationary period. If an exempt employee's employment is terminated during the first three months of the probationary period, the exempt employee shall not be entitled to any notice of termination, pay in lieu of notice or severance compensation. If an exempt employee's employment is terminated after the first three months of the probationary period but before the completion of the probationary or extended probationary period, the College's obligation shall be limited to providing the exempt employee with the amount of notice or severance compensation required by the *Employment Standards Act*. No notice, pay in lieu of notice or severance compensation shall be required if the probationary exempt employee is terminated for just cause.

E.5 Right to Return to a Bargaining Unit

Exempt employees who do not successfully complete the probationary period or extended probationary period, but who have the right to return to a bargaining unit position shall return to the bargaining unit consistent with the terms of the relevant collective agreement, unless the probationary exempt employee has been terminated for just cause.

F. Dispute Resolution Procedure

See section D - "Dispute Resolution Procedure" in the General Conditions Policy, policy number E.2.15.



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|-----------------------------|--|
| Title | Terms and Conditions of Employment - Hours of Work (Excluded Support Staff) |
| Policy Area | Operations - Human Resources |
| Policy Number | E.2.9.2 |
| See also (related policies) | Code of Ethical Practices Policy |

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|----------------------------------|---|
| Effective Date of Policy: | March 1, 2014 |
| Approval Date: | January 28, 2014 |
| Applies to: | Excluded Support Staff |
| Approving Body: | Board of Governors |
| Supersedes/New: | Terms and Conditions for Excluded Support Staff (August 17, 2004) |
| Authority | <i>College and Institute Act, Public Sector Employers Act, Employment Standards Act</i> |

The following are responsible for the administration of this policy,

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| Primary Office | Contact |
| Human Resources | Director, Human Resources |

Policy Statement

Total Compensation Philosophy

Okanagan College provides exempt employees with a total compensation program that is designed to attract and retain qualified staff. The program aligns with the College’s Mission, Vision and Values.

Guiding Principles for the Total Compensation Program

The College’s subscribes to the following guiding principles:

1. Performance – compensation programs support and promote a performance based organizational culture.
2. Differentiation - salary differentiation is supported where there are differences in the scope of the position within the College, and/or due to superior individual or team contributions.
3. Accountability - compensation decisions are objective and based upon a clear and well documented business rationale that demonstrates the appropriate expenditure of public funds.
4. Transparency – compensation programs are designed, managed and communicated in a manner that ensures the programs are clearly understood by employees and the public while protecting personal information.

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Hours of Work (Excluded Support Staff)
Policy Number E.2.9.2
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In order to attract and retain qualified staff, the College will monitor current market trends and will assess the competitiveness of our compensation program regularly. The College's core comparator group includes similar post-secondary and other public sector organizations in British Columbia. When considering other public sector organizations, emphasis will be given to those within the BC Public Service. For other jobs where talent may be needed from out-of-province and jobs that require skills from specific industries or from outside the public sector, a secondary comparator group may be used for determining the targeted pay range.

The compensation program is fiscally responsible and ensures that costs are affordable and sustainable over time.

Total Compensation Program

The College's Total compensation program includes four main elements:

1. Compensation - fair and equitable compensation based on the scope and breadth of job responsibilities and the education, experience and competencies the employee brings to the position.
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3. Career Development - support for skill, professional and career development.
4. Work/Life Balance - paid/unpaid leave and other programs to help employees balance their work and personal demands, as well as community service roles.

Total compensation programs may be amended from time to time, as determined by the College, and as approved by the Government.

Exempt employees are required to be familiar with and abide by all College policies.

The terms and conditions of employment replace and supersede all previous policies and terms and conditions covering the subject matters contained herein, with the exception of terms and conditions contained in written employment agreements. If there is a direct conflict between this Policy and a written employment agreement between an exempt employee and the College, the written employment agreement shall prevail to the extent of the inconsistency.

Okanagan College is committed to administering terms and conditions of employment applicable to exempt employees in a fair and equitable manner.

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Policy Number E.2.9.2
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Policy Details

A. Hours of Work

The normal work week for a full-time excluded support staff employee is seven (7) hours per day and thirty-five (35) hours per week, Monday through Friday. A part-time excluded support staff employee is one who is scheduled to work less than thirty-five (35) hours per week.

B. Overtime

Provided overtime is approved in writing in advance by the immediate supervisor, excluded support staff employees who work more than seven (7) hours in a day or thirty-five (35) hours in a week are entitled to compensation for these overtime hours.

B.1 Overtime Calculation

Overtime pay for excluded support staff employees is calculated in thirty (30) minute increments as follows:

- B.1.1** one and one-half times (1.5x) the excluded support staff employee's regular wage rate for the first two (2) hours of overtime, and double time (2x) thereafter, for overtime worked Monday through Friday; and
- B.1.2** double (2x) the excluded support staff employee's regular wage rate for all approved overtime hours worked on Saturday and/or Sunday.

B.2 Time Off in Lieu of Overtime

- B.2.1** Excluded support staff employees shall have the option of receiving equivalent time off in lieu of payment for overtime worked if it is requested at the time of submission of the overtime and is accompanied by the approval in writing from the immediate supervisor.
- B.2.2** Time off shall be taken at a time mutually agreeable to the excluded support staff employee and the immediate supervisor, but in any event, shall be taken prior to December 31st of the calendar year in which the overtime has been worked.
- B.2.3** An excluded support staff employee may request payment of any overtime due. In such cases, the overtime due shall be paid on the earliest payday that is practicable.
- B.2.4** If excluded support staff employees are unable to schedule time off due to operational requirements, any banked time off in lieu of payment of overtime that remains unused prior to the last pay in the calendar year, shall be paid in cash on the final pay for that calendar year.
- B.2.5** Any overtime due at the termination of employment shall be paid in cash.

C. Dispute Resolution Procedure

See section D – "Dispute Resolution Procedure" in the General Conditions Policy, policy number E.2.15.

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|-----------------------------|---|
| Title | Terms and Conditions of Employment - Classification and Compensation Policy (Senior Managers, Administrators & Excluded Support Staff) |
| Policy Area | Operations - Human Resources |
| Policy Number | E.2.10 |
| See also (related policies) | Code of Ethical Practices Policy |

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|----------------------------------|--|
| Effective Date of Policy: | July 1, 2018 |
| Approval Date: | |
| Applies to: | Senior Managers, Administrators and Excluded Support Staff |
| Approving Body: | Board of Governors |
| Supersedes/New: | Policy for Senior Managers (January 2, 2001), Policy for Administrative Staff (August 8, 1997), Terms and Conditions of Employment for Excluded Support Staff (August 17, 2004) Terms and Conditions of Employment – Classification and Compensation Policy (Senior Managers, Administrators & Excluded Support Staff) (March 1, 2014) |
| Authority | <i>College and Institute Act, Public Sector Employers Act, Employment Standards Act</i> |

The following are responsible for the administration of this policy,

| Primary Office | Contact |
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| Human Resources | Director, Human Resources |

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| Policy Statement |
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Total Compensation Philosophy

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Guiding Principles for the Total Compensation Program

The College subscribes to the following guiding principles:

1. Performance – compensation programs support and promote a performance-based organizational culture.
2. Differentiation - salary differentiation is supported where there are differences in the scope of the position within the College, and/or due to superior individual or team contributions.
3. Accountability - compensation decisions are objective and based upon a clear and well-documented business rationale that demonstrates the appropriate expenditure of public funds.
4. Transparency – compensation programs are designed, managed and communicated in a manner that ensures the programs are clearly understood by employees and the public while protecting personal information.

Exempt compensation is targeted at approximately the 50th percentile (median) of the core BC post-secondary and public sector comparator groups. The College’s core comparator group includes similar post-secondary and other public sector organizations in British Columbia. When considering other public sector organizations, emphasis will be given to those within

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the BC Public Service. A secondary comparator group may be used in certain circumstances. The relative scope, responsibilities, and complexities of jobs are considered to ensure compensation levels are fair and equitable. Market competitiveness is balanced with internal equity to ensure that the relative internal value of the work is fairly recognized.

The compensation program is fiscally responsible and ensures that costs are affordable and sustainable over time.

Total Compensation Program

The College's total compensation program includes four main elements:

1. Compensation - fair and equitable compensation based on the scope and breadth of job responsibilities and the education, experience and competencies the employee brings to the position.
2. Benefits - pension and group benefit programs for the well-being of employees and their families.
3. Career Development - support for skill, professional and career development.
4. Work/Life Balance – paid/unpaid leave and other programs to help employees balance their work and personal demands, as well as community service roles.

Total compensation programs may be amended from time to time, as determined by the College, and as approved by the Government.

Exempt employees are required to be familiar with and abide by all College policies.

The terms and conditions of employment outlined in this policy are deemed complete relating to the subject matters contained herein. This policy supersedes all previous policies and terms and conditions, with the exception of terms and conditions contained in written employment agreements. If there is a direct conflict between this Policy and a written employment agreement between an exempt employee and the College, the written employment agreement shall prevail to the extent of the inconsistency.

Okanagan College is committed to administering terms and conditions of employment applicable to exempt employees in a fair and equitable manner.

Policy Details

A. Salaries

A.1 Salary Structure

The salary structure for exempt employees is outlined in the College's Exempt Salary Structure which is attached to this Policy as Schedule A.

A.2 Salary Placement

An exempt employee who is appointed to a position shall have a salary placement within the salary band for the position as determined by Human Resources procedures.

A.3 Salary Progression

- A.3.1** Salary progression within the salary band follows a government performance-based compensation plan.
- A.3.2** The availability and value of performance-based salary increases is at the discretion of the College and will conform with government direction.
- A.3.3** Eligibility for salary progression will be considered annually on the exempt employee's anniversary date of appointment to their current salary band.

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A.3.4 Exempt employees who meet performance expectations may be given consideration for an annual salary increase.

A.3.5 Salary progression beyond the Control Point to the Salary Band Maximum may occur where an employee's performance exceeds expectations, in response to market demands or in other circumstances, upon the approval of the Compensation Review Committee ("CRC").

A.4 Effective Date of Salary Progression

The effective date of any salary progression shall be at the beginning of the pay period following the exempt employee's anniversary date from the last performance-based salary progression, subject to A.3, or such other date as determined by Compensation Review Committee (CRC). The membership of CRC is comprised of the Vice Presidents and the Director, Human Resources.

B. New Position Classification, Reclassification and Appeals

B.1 Position Classification

B.1.1 Position Description

The position occupied by each exempt employee shall have a position description and shall be classified for the purpose of placement on the College's Exempt Salary Structure.

B.1.2 New Positions

Where a new position is created, the designated supervisor shall submit the required information to the Exempt Job Evaluation Committee (EJEC) for a position classification. The membership of EJEC is comprised of five employees from the exempt employee groups appointed by the College Executive Committee.

B.1.3 Review of Existing Classifications

Where an existing position is substantially revised, or an exempt employee has reason to believe his/her duties have substantially changed, the designated supervisor shall submit a request to the EJEC for review of the existing position for reclassification.

B.1.4 Evaluation of Position Classification

The EJEC shall evaluate position descriptions in accordance with the College's Job Evaluation System and determine the points assigned to the position. This information will be provided to the CRC.

B.1.5 Salary Band Determination

The CRC will consider the information from EJEC and determine the appropriate salary band to recommend to the College's Executive Committee. The College's Executive Committee will make the final salary band determination, as well as any adjustment to salary placement if appropriate.

B.2 Appeal

B.2.1 Timing of Appeal for New Position Classification

Where a new position has been created, the designated supervisor of the position may appeal the outcome of the classification to the CRC within ten (10) working days of formal notification of the classification.

B.2.2 Timing of Appeal for Reclassification

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Where an existing position has been reclassified, the designated supervisor or the exempt employee may appeal the outcome of the reclassification within ten (10) working days of formal notification of the reclassification results.

B.2.3 Appeal Process for a New Position

- B.2.3.1** The designated supervisor shall submit an application for appeal in writing to the CRC detailing the basis for the appeal. The CRC may convene a meeting at which the designated supervisor will be invited to present his/her appeal information.
- B.2.3.2** The CRC will consider the appeal, and may involve the EJEC if necessary. The CRC will make a recommendation on the appeal with reasons to the College's Executive Committee.
- B.2.3.3** The College's Executive Committee will review the recommendation and take further steps as necessary to consider the appeal. The decision of the College's Executive Committee, with reasons, will be communicated to the designated supervisor. The decision of the College's Executive Committee will be final.

B.2.4 Appeal Process for Reclassification

- B.2.4.1** The exempt employee must discuss his/her request for review of the reclassification with his/her designated supervisor and provide reasons. Normally, the designated supervisor will file the appeal with the CRC, but the exempt employee may proceed with filing his/her appeal to the CRC without the designated supervisor.
- B.2.4.2** The designated supervisor and/or the exempt employee shall submit an application for appeal in writing to the CRC detailing the basis for the appeal. The CRC may convene a meeting of at which the designated supervisor and/or the exempt employee will be entitled to present his/her appeal information.
- B.2.4.3** The CRC will consider the appeal, and may involve the EJEC if necessary. The CRC will make a recommendation on the appeal with reasons to the College's Executive Committee.
- B.2.4.4** The College's Executive Committee will review the recommendation and take further steps as necessary to consider the appeal. The decision of the College's Executive Committee, with reasons, will be communicated to the designated supervisor and/or exempt employee. The decision of the College's Executive Committee will be final.

B.3 Salary Adjustment as a Result of a Reclassification Appeal

B.3.1 Effective Date of Salary Adjustments

Any adjustment of salary as a result of a reclassification initiated by the exempt employee will normally be effective from the date the designated supervisor receives the appeal or on a date determined by the College's Executive Committee.

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Any adjustment in the salary as a result of a reclassification initiated by the designated supervisor will normally be effective the date the appeal is filed with the CRC or on a date determined by the College's Executive Committee.

B.3.2 Downward Salary Adjustments

Where the position reclassification results in the salary band of a position being down-graded, the affected exempt employee's salary may be "red-circled" at his/her current rate. An exempt employee whose salary is red-circled shall not be considered for any salary increases until such time as the Salary Band Maximum of the applicable salary band exceeds the employee's current salary.

C. Occupational First Aid Stipend

C.1 Eligibility

Eligible exempt employees who are assigned by the College to take on the additional duties of an Occupational First Aid attendant and who are therefore required to hold a valid Occupational First Aid attendant's certificate will be paid a stipend for the additional duties.

C.2 Stipends

The amount of the Occupational First Aid stipend is based on the level of Occupational First Aid certificate required as follows:

- Occupational First Aid Level I - \$25.00 biweekly
- Occupational First Aid Level II - \$45.00 biweekly

The stipend will be included in the eligible exempt employee's salary payments as taxable income.

C.3 Effect of Leave of Absence on Stipends

- C.3.1** Payment of the Occupational First Aid stipend will continue when the eligible exempt employee is on an approved leave of absence with pay.
- C.3.2** Payment of the Occupational First Aid stipend will be suspended when the eligible exempt employee is on an approved leave of absence without pay or deferred salary leave.

C.4 Occupational First Aid Stipend Procedures

- C.4.1** The Manager responsible for the College's Occupational Health and Safety program will advise Human Resources that an Occupational First Aid stipend is to be paid to an eligible exempt employee taking on additional duties as an Occupational First Aid attendant based on the level of Occupational First Aid certificate required.
- C.4.2** If the level of the Occupational First Aid certificate changes, as required by the College, the Manager responsible for the College's Occupational Health and Safety program will notify Human Resources of the required change.
- C.4.3** Where an eligible exempt employee ceases to hold a valid Occupational First Aid certificate or ceases to act as an Occupational First Aid attendant, payment of the Occupational First Aid stipend will cease. The Manager responsible for the College's Occupational Health and Safety program will notify Human Resources in such an event.
- C.4.4** Human Resources is responsible for notifying the Payroll department as follows:

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- appointment of additional duties of Occupational First Aid attendant for the eligible exempt employee; the occupational first aid level; the effective start and end dates for payment of the stipend;
 - adjustment to the Occupational First Aid level; change to the amount of the stipend; and effective start date for the payment of the adjusted stipend;
 - suspension of the payment of the stipend and effective start and end dates of the suspension of the payment.
- C.4.5** The eligible exempt employee must hold and maintain the currency and validity of his/her Occupational First Aid certification in order to receive the stipend. The eligible exempt employee will be granted leave with pay for the actual time spent to complete the course and exam to renew or upgrade the Occupational First Aid certification required and will be reimbursed for the costs associated with the renewal or upgrade including tuition, fees, textbook charges, and examination fees.
- C.4.6** The eligible exempt employee will provide the Manager responsible for the College's Occupational Health and Safety program with evidence of the valid Occupational First Aid certification on certification and recertification. The Manager responsible for the College's Occupational Health and Safety program will forward such documentation to Human Resources for inclusion on the employee's personnel file.
- C.4.7** The College may, on 30 days advance notice to the exempt employee, withdraw the assigned additional duties of Occupational First Aid attendant. Payment of the Occupational First Aid attendant stipend ceases when the assignment ends.

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Schedule A – Exempt Salary Structure

| Employee Group | Salary Band | Minimum | Control Point | Maximum |
|-----------------------|-------------------------------|----------------|----------------------|----------------|
| Senior Manager | 20 | \$ 156,750 | \$ 209,000 | \$ 240,350 |
| | 19 | \$ 142,500 | \$ 190,000 | \$ 218,500 |
| | 18 | \$ 129,545 | \$ 172,727 | \$ 198,636 |
| | 17 | \$ 117,769 | \$ 157,025 | \$ 180,579 |
| | 16 | \$ 107,062 | \$ 142,750 | \$ 164,162 |
| | 15 | \$ 97,329 | \$ 129,773 | \$ 149,238 |
| | 14 | \$ 88,481 | \$ 117,975 | \$ 135,671 |
| | 13 | \$ 80,438 | \$ 107,250 | \$ 123,338 |
| Administrator | 12 | \$ 78,750 | \$ 105,000 | \$ 115,500 |
| | 11 | \$ 73,256 | \$ 97,674 | \$ 107,442 |
| | 10 | \$ 68,145 | \$ 90,860 | \$ 99,946 |
| | 9 | \$ 63,391 | \$ 84,521 | \$ 92,973 |
| | 8 | \$ 58,968 | \$ 78,624 | \$ 86,486 |
| | 7 | \$ 54,854 | \$ 73,139 | \$ 80,453 |
| | Excluded Support Staff | 6 | \$ 52,406 | \$ 69,875 |
| 5 | | \$ 48,750 | \$ 65,000 | \$ 68,250 |
| 4 | | \$ 45,349 | \$ 60,465 | \$ 63,488 |
| 3 | | \$ 42,185 | \$ 56,247 | \$ 59,059 |
| 2 | | \$ 39,242 | \$ 52,322 | \$ 54,939 |
| 1 | | \$ 36,504 | \$ 48,672 | \$ 51,106 |



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|-----------------------------|--|
| Title | Terms and Conditions of Employment - Pension and Benefits Policy (Senior Managers, Administrators & Excluded Support Staff) |
| Policy Area | Operations - Human Resources |
| Policy Number | E.2.11 |
| See also (related policies) | Code of Ethical Practices Policy |

| | |
|----------------------------------|---|
| Effective Date of Policy: | March 1, 2014 |
| Approval Date: | January 28, 2014 |
| Applies to: | Senior Managers, Administrators and Excluded Support Staff |
| Approving Body: | Board of Governors |
| Supersedes/New: | Policy for Senior Managers (January 2, 2001), Policy for Administrative Staff (August 8, 1997), Terms & Conditions of Employment for Excluded Support Staff (August 17, 2004) |
| Authority | <i>College and Institute Act, Public Sector Employers Act, Employment Standards Act</i> |

The following are responsible for the administration of this policy,

| Primary Office | Contact |
|-----------------------|---------------------------|
| Human Resources | Director, Human Resources |

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| Policy Statement |
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Total Compensation Philosophy

Okanagan College provides exempt employees with a total compensation program that is designed to attract and retain qualified staff. The program aligns with the College’s Mission, Vision and Values.

Guiding Principles for the Total Compensation Program

The College’s subscribes to the following guiding principles:

1. Performance – compensation programs support and promote a performance based organizational culture.
2. Differentiation - salary differentiation is supported where there are differences in the scope of the position within the College, and/or due to superior individual or team contributions.
3. Accountability - compensation decisions are objective and based upon a clear and well documented business rationale that demonstrates the appropriate expenditure of public funds.
4. Transparency – compensation programs are designed, managed and communicated in a manner that ensures the programs are clearly understood by employees and the public while protecting personal information.

**Terms & Conditions of Employment
Pension & Benefits Policy
(Senior Managers, Administrators & Excluded Support Staff)
Policy Number E.2.11
page 2 of 4**

In order to attract and retain qualified staff, the College will monitor current market trends and will assess the competitiveness of our compensation program regularly. The College's core comparator group includes similar post-secondary and other public sector organizations in British Columbia. When considering other public sector organizations, emphasis will be given to those within the BC Public Service. For other jobs where talent may be needed from out-of-province and jobs that require skills from specific industries or from outside the public sector, a secondary comparator group may be used for determining the targeted pay range.

The compensation program is fiscally responsible and ensures that costs are affordable and sustainable over time.

Total Compensation Program

The College's Total compensation program includes four main elements:

1. Compensation - fair and equitable compensation based on the scope and breadth of job responsibilities and the education, experience and competencies the employee brings to the position.
2. Benefits - pension and group benefit programs for the well-being of employees and their families.
3. Career Development - support for skill, professional and career development.
4. Work/Life Balance - paid/unpaid leave and other programs to help employees balance their work and personal demands, as well as community service roles.

Total compensation programs may be amended from time to time, as determined by the College, and as approved by the Government.

Exempt employees are required to be familiar with and abide by all College policies.

The terms and conditions of employment replace and supersede all previous policies and terms and conditions covering the subject matters contained herein, with the exception of terms and conditions contained in written employment agreements. If there is a direct conflict between this Policy and a written employment agreement between an exempt employee and the College, the written employment agreement shall prevail to the extent of the inconsistency.

Okanagan College is committed to administering terms and conditions of employment applicable to exempt employees in a fair and equitable manner.

Terms & Conditions of Employment
Pension & Benefits Policy
(Senior Managers, Administrators & Excluded Support Staff)
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page 3 of 4

Policy Details

A. Pension

A.1 Pension Coverage

All eligible exempt employees are provided pension coverage under a pension plan registered in accordance with the *Pension Benefits Standards Act*.

A.2 Municipal Pension Plan Eligible Members

Exempt employees in Salary Band A, pay grades A01 to A15 who become eligible for pension benefits shall be members of the Municipal Pension Plan.

A.3 College Pension Plan Eligible Members

Exempt employees in all other salary bands who become eligible for pension benefits shall be members of the College Pension Plan.

B. Health and Welfare Benefits

B.1 Benefit Plans

The following information is provided solely for the purpose of explaining the principal features of the College's current health and welfare benefit plans. Coverage and benefits are governed by the policies issued by the benefit carriers. See the link provided to benefit plan booklets issued by the benefit carriers on the OC Benefits webpage for more details.

The College's obligation under the benefit plans is limited to payment of the College's share of the premiums. All decisions regarding eligibility and coverage are made by the benefit carriers; the College is not responsible for such matters. The College reserves the right to amend, alter or vary the terms of the benefit plans, and/or change benefit carriers, in its sole discretion.

B.2 Eligibility

Exempt employees who are on continuing appointments or term appointments of more than six (6) months' duration, and whose appointments are seventeen and one-half (17.5) hours per week or greater, are eligible for the health and welfare benefits listed below.

B.3 Listing of Health and Welfare Benefits

B.3.1 Premiums for the following benefits shall be paid 100% by the College:

B.3.1.1 Medical Services Plan

B.3.1.2 Extended Health Care

B.3.1.3 Dental Plan

B.3.1.4 Life Insurance

B.3.1.5 Accidental Death & Dismemberment (AD&D)

B.3.2 Premiums for Long Term Disability Insurance (LTD) for exempt employees shall be deducted from the exempt employee's salary.

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Pension & Benefits Policy
(Senior Managers, Administrators & Excluded Support Staff)
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B.4 Optional Life Insurance and Voluntary Accidental Death and Dismemberment

Exempt employees may purchase, at their own expense, additional optional life insurance and voluntary accidental death and dismemberment coverage, in amounts determined by the applicable policy, to cover themselves and their spouse.

B.5 Employee and Family Assistance Program

Exempt employees who are on continuing appointments are provided with an Employee and Family Assistance Program for their use and the use of their eligible dependents.

B.6 Continuation of Benefits While on Leave of Absence Without Pay

Exempt employees who are eligible for benefits, and who are granted approval for a leave of absence without pay, shall have the option of maintaining their health and welfare benefit coverage while they are on leave, provided that the employee pays the College 100% of the cost of such benefits prior to the commencement of the leave or provides post-dated cheques for the monthly premiums prior to commencement of the leave.

C. Dispute Resolution Procedure

See section D – “Dispute Resolution Procedure” in the General Conditions Policy, policy number E.2.15.

Policy Deleted



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|-----------------------------|---|
| Title | Terms and Conditions of Employment - Leaves of Absence Policy (Senior Managers, Administrators & Excluded Support Staff) |
| Policy Area | Operations - Human Resources |
| Policy Number | E.2.12 |
| See also (related policies) | Code of Ethical Practices Policy |

| | |
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| Effective Date of Policy: | March 1, 2014 |
| Approval Date: | January 28, 2014 |
| Applies to: | Senior Managers, Administrators and Excluded Support Staff |
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Policy Statement

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**Terms & Conditions of Employment
Leaves of Absence Policy
(Senior Managers, Administrators & Excluded Support Staff)
Policy Number E.2.12
page 2 of 13**

In order to attract and retain qualified staff, the College will monitor current market trends and will assess the competitiveness of our compensation program regularly. The College's core comparator group includes similar post-secondary and other public sector organizations in British Columbia. When considering other public sector organizations, emphasis will be given to those within the BC Public Service. For other jobs where talent may be needed from out-of-province and jobs that require skills from specific industries or from outside the public sector, a secondary comparator group may be used for determining the targeted pay range.

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Total Compensation Program

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3. Career Development - support for skill, professional and career development.
4. Work/Life Balance - paid/unpaid leave and other programs to help employees balance their work and personal demands, as well as community service roles.

Total compensation programs may be amended from time to time, as determined by the College, and as approved by the Government.

Exempt employees are required to be familiar with and abide by all College policies.

The terms and conditions of employment replace and supersede all previous policies and terms and conditions covering the subject matters contained herein, with the exception of terms and conditions contained in written employment agreements. If there is a direct conflict between this Policy and a written employment agreement between an exempt employee and the College, the written employment agreement shall prevail to the extent of the inconsistency.

Okanagan College is committed to administering terms and conditions of employment applicable to exempt employees in a fair and equitable manner.

Terms & Conditions of Employment
Leaves of Absence Policy
(Senior Managers, Administrators & Excluded Support Staff)
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Policy Details

A. Designated Holidays

A.1 Designated Holidays

Designated holidays for exempt employees shall be the following:

| | |
|----------------|----------------------|
| New Year's Day | British Columbia Day |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

and any other statutory holiday proclaimed by the Federal or British Columbia Government shall also be a designated holiday.

A.2 Designated Holidays Falling on a Saturday

When any of the designated holidays in section A.1 falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday.

A.3 Designated Holidays Falling on a Sunday

When any of the designated holidays in section A.1 falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday, or Tuesday where section A.2 already applies, shall be deemed to be the holiday.

A.4 Designated Holidays for Full-Time Employees

Exempt employees on full-time continuing and full-time term appointments shall receive a day off with pay for designated holidays.

A.5 Designated Holidays for Part-Time Employees

Exempt employees on part-time appointments who have worked or earned wages for 15 of the 30 calendar days prior to a designated holiday, and are still employed by OC, or are re-employed by OC within 10 working days (exclusive of designated holidays) after the holiday, shall be paid for such holiday. In the case of employees who work varied hours, the pay for the holiday is calculated by dividing the amount paid or payable to the employee for work performed during the 30 calendar days preceding the holiday (excluding overtime), by the number of days worked by the employee in that period.

A.6 Work Performed on Designated Holidays

If an exempt employee who is eligible for designated holiday pay is required to work on a designated holiday, the employee will be paid for that day in accordance with the *Employment Standards Act*.

B. Annual Vacation

B.1 Annual Vacation Entitlement

Annual vacation leave with pay for exempt employees in full-time continuing appointments, or full-time term appointments of six months or greater, shall be as follows:

- B.1.1 Less than Five Years Service** - twenty-five (25) working days for those employees with less than five (5) years of service with the College.

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B.1.2 More than Five Years Service - thirty (30) working days for those employees with five (5) or more years of service with the College.

B.2 Pro-Ration of Annual Vacation

Annual vacation leave with pay for eligible exempt employees shall be prorated for

- B.2.1** Any partial calendar year of service;
- B.2.2** Exempt employees appointed to a part-time appointment of seventeen and one-half (17.5) hours per week or greater; and,
- B.2.3** A period during which an Exempt employee is on a leave of absence without pay.

B.3 Annual Vacation Entitlement – Appointments Less Than Six Months or Less than Seventeen and One-Half Hours

Exempt employees in term appointments that are less than six (6) months, or in part-time appointments that are less than seventeen and one-half (17.5) hours per week, shall receive vacation consistent with the requirements of the *Employment Standards Act*.

B.4 Vacation Scheduling

- B.4.1** Requests to schedule annual vacation shall be submitted by exempt employees to their immediate supervisor for approval by April 1st of each year.
- B.4.2** Exempt employees who are eligible for annual vacation leave shall normally book their full entitlement to annual vacation.
- B.4.3** Once approved, vacation schedules shall not be changed except in cases of emergency or by mutual agreement between an exempt employee and their immediate supervisor.

B.5 Vacation Carryover

- B.5.1** The maximum amount of carryover from one vacation year to the next shall be fifteen (15) days, except as specifically authorized by the President.
- B.5.2** Where authorized by the President in accordance with B.5.1 above, vacation carry over cannot exceed 25 days for those entitled to 25 days vacation or 30 days for those entitled to 30 days vacation.
- B.5.3** Any and all vacation days that are carried over from one year to the following year must be taken by the employee no later than the end of the following year.

B.6 Vacation Banked prior to December 31, 2002

Exempt employees in continuing appointments who were eligible to “bank” vacation to a maximum of 75 days, and who had available days in their vacation banks as at December 31, 2002, may use such banked vacation days either by:

- B.6.1** taking up to a maximum of 20 days of additional paid vacation in any given year, subject to approval by the employee’s immediate supervisor; or
- B.6.2** using such days to fund a pre-retirement leave upon retirement.

B.7 Vacation Pay-out

Except upon employment termination, accrued vacation days shall not be paid out in cash.

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C. Sick Leave

C.1 Sick Leave Defined

Sick leave is the period of time during which exempt employees are permitted to be absent from work without loss of salary due to illness, disability, or injury for which compensation is not payable under the *Worker's Compensation Act*.

C.2 Eligibility

Exempt employees who are on continuing appointments or term appointments of at least six months, and whose appointment is seventeen and one-half (17.5) hours per week or greater, are eligible to accrue sick leave.

C.3 Accrual

Sick leave shall accrue for eligible full-time exempt employees on the basis of 1-1/2 days for each calendar month of employment in which pay is received for at least twelve days of work in that month.

Eligible part-time exempt employees shall earn sick leave on a pro-rated basis.

C.4 Sick Leave for Employees Employed as of March 31, 1979

Eligible exempt employees who were employed on a probationary or continuing appointment as of March 31, 1979, shall be entitled to accrue unused sick leave to a maximum of 250 working days.

C.5 Sick Leave for Employees Employed On or After April 1, 1979

Eligible exempt employees employed on or after April 1, 1979 shall be entitled to accrue unused sick leave to a maximum of 180 working days.

C.6 Deduction

Eligible exempt employees who are absent on sick leave shall have a deduction made from their accumulated sick leave for all normal working hours (exclusive of designated holidays).

C.7 Application for Long Term Disability

Where an eligible exempt employee is absent from work due to illness, disability, or injury for which compensation is not payable under the *Worker's Compensation Act*, and where the absence is anticipated to be for more than 30 calendar days, the employee shall be required to apply for long term disability (LTD). The employee's sick leave pay shall cease when the employee's personal accumulated sick leave credits are depleted or on the earliest eligibility date for LTD, whichever first occurs.

C.8 Leave Without Pay

Exempt employees who are absent from work due to illness, disability, or injury for which compensation is not payable under the *Worker's Compensation Act*, and who are not entitled to sick leave, or who have depleted their accumulated sick leave, or who have been absent for more than 90 calendar days but are not in receipt of LTD benefits, may be placed on leave of absence without pay until the employee is medically fit to return to work.

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C.9 Medical Information

Exempt employees claiming sick leave, or who are on a leave of absence without pay in accordance with section C.8 above, may be required by the College to provide verification from a duly qualified practitioner on College-provided forms that they are unable to carry out their duties due to illness, disability or injury. Employees so required must provide such documentation to support their absence. Similarly, exempt employees who have been absent from work for medical reasons may be required to provide evidence of their fitness to return to work. If the exempt employee's physician opts to charge for the completion of the form, it shall be at the exempt employee's expense.

C.10 Independent Medical Exam

The College may require an exempt employee to undergo an Independent Medical Examination (IME) in circumstances where such a requirement is reasonable. If the College requires an IME, the expense shall be borne by the College.

D. Use of Sick Leave for Illness in the Immediate Family

D.1 Definition – Immediate Family

"Immediate family" is defined as an exempt employee's father, mother, spouse, same-sex partner, brother, sister, child, guardian, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law or other person who lives with the employee as a member of the employee's family.

D.2 Illness of an Immediate Family Member

In the case of illness of an immediate family member, where no one other than the exempt employee can provide for the needs of the ill person, the exempt employee shall be allowed, on the approval of the immediate supervisor, to use the exempt employee's accumulated sick leave for this purpose to a maximum of ten days per year, provided a minimum of twelve additional days remain available each year for the exempt employee's personal sick leave.

D.3 Medical Information

Exempt employees claiming sick leave under this section may be required to provide verification from a duly qualified practitioner on College-provided forms certifying that the immediate family member was ill and required the exempt employee's attention. Employees so required must provide such documentation to support their claim for sick leave benefits. If the exempt employee's physician opts to charge for the completion of the form, it shall be at the exempt employee's expense.

E. Long Term Disability (LTD) Leave

E.1 Pension

Exempt employees who are on LTD shall be considered employees for the purposes of pension, subject to and in accordance with the terms of the applicable pension plan.

E.2 Health and Welfare Benefits

Exempt employees who are eligible for health and welfare benefits, and who are on LTD, shall be covered by the health and welfare benefits in Policy E.2.11 for the first 24 months from the date on which they receive compensation under the Long Term Disability Plan.

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E.3 Health and Welfare Benefit Continuation

Exempt employees who are eligible for health and welfare benefits and who continue to receive LTD benefits after 24 months shall have the option of maintaining the health and welfare benefits listed in Policy E.2.11 provided that the employee pays the College 100% of the monthly premiums for such benefits.

E.4 Return to Work/Reinstatement

An exempt employee who has recovered from a disability during or immediately upon the expiration of the first 24 months from the date on which he/she received compensation under the LTD Plan shall be reinstated by the College in his/her previous position or an equivalent position, provided the employee is able to perform the duties in a satisfactory and efficient manner and there is a position available.

E.5 Position Frustration

If an exempt employee is not fit to return to work upon the expiration of the first 24 months of LTD and there is no reasonable prospect for a return to work within a reasonable time, the employee's employment with the College will be deemed frustrated and the employment relationship may be terminated by the College.

E.6 Retirement Allowances

An exempt employee who is terminated pursuant to section E.5 and who is eligible for retirement, or an exempt employee who elects to retire while on LTD, shall receive any retirement allowances to which the employee is entitled.

F. Maternity and Parental Leave

F.1 Eligibility

Unpaid maternity and/or parental leave shall be granted on application by exempt employees to their immediate supervisor, subject to the following:

F.1.1 Maternity Leave

Maternity leave shall be granted at any time chosen by the pregnant exempt employee during the eleven (11) week period immediately preceding the anticipated date of birth for a period of up to seventeen (17) consecutive weeks, or if the employee is appointed to a term appointment, to the expiry of their term appointment, whichever is shorter.

F.1.2 Parental Leave

F.1.2.1 In addition to maternity leave, for a birth mother, parental leave shall be granted for a period up to thirty-five (35) consecutive weeks, or if the exempt employee is appointed to a term appointment, to the expiry of their term appointment, whichever is shorter, beginning immediately after the end of the maternity leave taken under section F.1.1.

F.1.2.2 For a spouse, birth father, common-law partner or adoptive parent, parental leave shall be granted for a period up to thirty-seven (37) consecutive weeks, or if the exempt employee is appointed to a term appointment, to the expiry of their term appointment, whichever is shorter. Such a leave shall begin on a date selected by the exempt employee after and within 52 weeks of the child's birth.

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F.2 Application for Additional Parental Leave

Subject to section F.3, exempt employees may apply to their immediate supervisor for an additional period of unpaid leave up to but not exceeding twelve (12) months, or if the exempt employee is appointed to a term appointment to the expiry date of the term appointment, whichever is shorter. The additional period of leave may be granted subject to operational requirements.

F.3 Duration of Leaves

The leaves under this section shall not exceed the following:

- F.3.1** Maternity Leave Only – 17 weeks
- F.3.2** Parental Leave Only (spouse, birth father, common-law partner or adoptive parent) – 37 weeks
- F.3.3** Maternity and Parental Leave (birth mother) – 52 consecutive weeks.
- F.3.4** Parental and Additional Leave (spouse, birth father, common-law partner or adoptive parent) – 89 consecutive weeks.
- F.3.5** Maternity, Parental and Additional Leave (birth mother) – 104 consecutive weeks.

F.4 Notice

Exempt employees shall give as much notice as possible before taking maternity or parental leave, but in any event shall provide no less than two (2) months notice to allow satisfactory arrangements to be made for a replacement employee during the leave(s). This requirement for notice may be waived by the College in extenuating circumstances.

F.5 Health and Welfare Benefits

The College shall pay the premiums to continue an exempt employee's health and welfare benefits during leaves granted pursuant to section F.1. Exempt employees may continue to receive coverage under the College's health and welfare benefit plans during the period of an additional leave granted pursuant to section F.2 provided the employee pays 100% of the premium costs by providing post-dated cheques to the College at the beginning of the leave for each month for which the benefits will be continued.

F.6 Accrual of Vacation and Sick Leave

Exempt employees shall accrue vacation entitlement and sick leave during leaves granted pursuant to section F.1. Exempt employees who are granted additional leave under section F.2 shall not accrue vacation entitlement or sick leave during the period of additional leave.

F.7 Carryover

Vacation entitlement accrued pursuant to section F.6 and not taken during the calendar year when earned may be carried over in addition to any carryover granted pursuant to section B.5 of this policy.

F.8 Return to Work

F.8.1 On Completion of Maternity or Parental Leaves Under Section F.1

Exempt employees who have continuing appointments, or term appointments which have not expired, shall resume the position held prior to their maternity and/or parental leave or shall be assigned a comparable position, without disadvantage in service, salary, increases in salary and/or benefits.

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F.8.2 On Completion of Additional Leaves Under Section F.2

- F.8.2.1** Exempt employees who have continuing appointments, or term appointments which have not expired, shall resume the position held prior to the leaves or shall be assigned a comparable position.
- F.8.2.2** The exempt employee shall not be disadvantaged in service, salary, increases in salary and/or benefits for the period of maternity and/or parental leave under section F.1. The exempt employee's service shall be adjusted to reflect the period of the additional leave under section F.2.

F.9 Supplemental Employment Benefit (SEB) while on Maternity and/or Parental Leave

F.9.1 Eligibility

Exempt employees on continuing and term appointments of half-time or greater and six (6) months or greater shall receive a supplemental payment added to employment insurance benefits when on maternity or parental leave as follows:

- F.9.1.1** For the first two (2) weeks of maternity leave under section F.1.1, the birth mother shall receive one hundred percent (100%) of her salary calculated on her average base salary.
- F.9.1.2** For a maximum of fifteen (15) additional weeks of maternity leave under section F.1.1, the birth mother shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of her salary calculated on her average base salary.
- F.9.1.3** For up to a maximum of thirty-five (35) weeks of parental leave under section F.1.2.1, the birth mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of her salary calculated on her average base salary.
- F.9.1.4** For up to a maximum of thirty-seven (37) weeks of parental leave under section F.1.2.2, the spouse, birth father, common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on his/her average base salary.

F.9.2 SEB Benefit for Employees on Term Appointment

An eligible exempt employee on a term appointment shall receive the SEB benefit according to F.9.1 or to the expiry date of the term appointment, whichever is less.

F.9.3 Average Base Salary Calculation

The average base salary is the exempt employee's average salary (excluding overtime, stipends or other non-base salary payments) for the twenty six (26) weeks preceding the maternity or parental leave. If the exempt 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 shall be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

F.9.4 SEB and Disability Benefits

An exempt employee is not entitled to receive the SEB and disability benefits concurrently.

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F.9.5 Conditions on Benefit Eligibility

To be eligible to receive the SEB an exempt employee is required to fulfill two conditions:

- F.9.5.1** The exempt employee must sign an agreement to return to work after the leave and remain as an employee of the College for at least six (6) months or the length of the leave, whichever is longer. Should the exempt employee fail to return to work, or fail to return to work at the same appointment level and remain in the employ of the College for the required return to work period, the exempt employee shall be required to reimburse the College pursuant to section F.9.7.
- F.9.5.2** The exempt employee must provide the Financial Services Department with proof of application for and receipt of Employment Insurance benefits.

F.9.6 Disentitled or Disqualified from EI Benefits

If an exempt employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the exempt employee shall receive the SEB to the appropriate percentage less the amount of Employment Insurance benefits the exempt employee would have received if qualified for full Employment Insurance benefits based on the exempt employee's weekly salary at the time the leave commences.

F.9.7 Employees Who Do Not Return to Work After Leave

An exempt employee who does not return to work and remain in the employ of the College the equivalent of six (6) months or the period of the leave, whichever is greater, or who does not return to work at the percentage appointment the employee was at prior to the leave, must reimburse the College the SEB received on a pro-rata basis. This reimbursement shall be made by the exempt employee or deducted from the exempt employee's final paycheck.

G. Bereavement Leave

G.1 Definition – Immediate Family

"Immediate family" is defined as an exempt employee's father, mother, spouse, same-sex partner, brother, sister, child, guardian, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, or other person who lives with the employee as a member of the employee's family.

G.2 Death in Immediate Family

In the case of bereavement in the immediate family and with approval from the immediate supervisor, leave with pay shall be granted to exempt employees to a maximum of five (5) working days. Additional time off may be granted as leave without pay or vacation leave. A portion of the bereavement leave may be used to attend a funeral or memorial service which is scheduled at a time not proximate to the death.

G.3 Death of Friends or Relatives

With approval from the immediate supervisor, an exempt employee may be granted up to one day's leave with pay to attend the funeral of a friend or relative where the funeral occurs on a workday. Additional time off may be granted as leave without pay or vacation leave.

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G.4 Bereavement While on Vacation

Exempt employees who are on vacation leave at the time of bereavement in the immediate family may, upon their return to duty, provide their immediate supervisor with proof of bereavement. Where sufficient proof is provided, exempt employees shall receive a day or days off in accordance with section G.2 to a maximum of five working days to compensate for bereavement leave taken during their vacation.

H. Compassionate Care Leave of Absence

H.1 Definition – Family Member

“Family member” is as defined by section 52.1 of the *Employment Standards Act* and the *Compassionate Care Leave Regulation*.

H.2 Unpaid Leave – Care or Support to a Family Member

Exempt employees shall be granted, on application to their immediate supervisor, up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks after:

H.2.1 the date the certificate is issued, or

H.2.2 if the leave began before the date the certificate is issued, the date the leave began.

The exempt employee must give the employer a copy of the certificate as soon as is practicable.

H.3 Commencement of Leave

An exempt employee may begin a leave under this section on the date of the submission of his/her application.

H.4 End Date of Leave

A leave under this section shall end on the last day of the week in which the earlier of the following occurs:

H.4.1 the family member dies;

H.4.2 the expiration of 26 weeks or other prescribed period from the date the leave began.

H.5 Benefits Continuation

An employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to benefits as follows:

H.5.1 Health and Welfare Benefit Coverage

The exempt employee's Health and Welfare benefit coverage will continue for the duration of the compassionate care leave and the premium payment shall be on the same basis as if the employee were not on leave.

H.5.2 Pension Contributions

Where an employee elects to buy back pensionable service by paying the employee portion of the pension contribution for part or all of the duration of the compassionate care leave the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.

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H.6 Additional Leave – New Certificate

Should an exempt employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the eight (8) week period. Such additional leave may be granted pursuant to the College's policy on General Leaves.

I. Jury Duty or Court Attendance

I.1 Approved to Attend Without Loss of Pay

An exempt employee required to serve as a juror or a subpoenaed witness in a court action, shall be approved to attend on the required day or days by his/her immediate supervisor without loss of pay.

I.2 Remit All Monies Paid

Exempt employees who are required to attend pursuant to section I.1 shall remit to the College all monies paid to him/her except for travel and meal expenses not reimbursed by the College.

I.3 Attendance for the College's Business

Where exempt employees are required to attend court or a hearing arising from the College's business, attendance shall be with pay, except where the action arises from decisions by the College related to the exempt employee's employment.

I.4 Attendance for Matters Unrelated to the College's Business

Where an exempt employee requests leave to attend court for matters not related to the College's business and for which no subpoena has been issued, or for a court proceeding where the employee is a party, the immediate supervisor may grant leave without pay, or vacation leave.

J. Political Activities and Political Duty Leave

J.1 Eligibility

Exempt employees may engage in political activities as candidates or campaign workers provided that:

- J.1.1** the political activities are not conducted on work time and do not conflict with the employee's obligations to the College, and;
- J.1.2** the political activities are not conducted on College property, unless the employee obtains written permission from the President or designate.

J.2 Leave Without Pay – Election Campaign

An exempt employee who is nominated as a candidate at the Federal or Provincial level and who applies to his/her immediate supervisor for a leave of absence shall be granted leave of absence without pay to engage in the election campaign.

J.3 Leave Without Pay – Term of Office

An exempt employee who is elected to full-time Federal or Provincial office shall apply to their immediate supervisor and shall be granted a leave of absence without pay and without loss of service for a single term of office. Leaves of absence for subsequent terms may be approved at the discretion of the President or designate.

J.4 Notice of Return to Work

An exempt employee who wishes to return to work with the College from leave under this section shall provide his/her immediate supervisor with three (3) months' notice of his/her expected date of return.

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K. Special Leaves With Pay

K.1 Exempt employees may apply to their immediate supervisor to be granted a one day special leave with pay and benefits for:

K.1.1 Attendance at the employee's citizenship hearing; or,

K.1.2 Birth or adoption of the employee's child; or,

K.1.3 Serious household or domestic emergency (e.g. floods, fire, vandalism or an accident involving the employee's spouse or child).

K.2 Duration of Leave

Leaves of absence for any and all of the reasons in section K.1 above shall not exceed three (3) days in any calendar year.

L. General Leaves

Exempt employees may apply to their immediate supervisor for a general leave of absence for other reasons not specified in College policies. Consideration shall be given to the College's operational requirements and satisfactory replacement arrangements being made. Applications for general leave up to one (1) month duration may be approved by the Dean or Director. Applications for general leave of greater than one (1) month duration may be approved by the appropriate member of the Executive. Approved leave shall be without pay and benefits unless otherwise approved in writing by the appropriate member of the Executive.

M. Dispute Resolution Procedure

See section D - "Dispute Resolution Procedure" in the General Conditions Policy, policy number E.2.15.



| | |
|-----------------------------|---|
| Title | Terms and Conditions of Employment – Employee Development (Excluded Support Staff) |
| Policy Area | Operations - Human Resources |
| Policy Number | E.2.13.3 |
| See also (related policies) | Code of Ethical Practices Policy |

| | |
|----------------------------------|---|
| Effective Date of Policy: | March 1, 2014 |
| Approval Date: | January 28, 2014 |
| Applies to: | Excluded Support Staff |
| Approving Body: | Board of Governors |
| Supersedes/New: | Terms and Conditions for Excluded Support Staff (Aug 14, 2004) |
| Authority | <i>College and Institute Act, Public Sector Employers Act, Employment Standards Act</i> |

The following are responsible for the administration of this policy,

| | |
|-----------------------|---------------------------|
| Primary Office | Contact |
| Human Resources | Director, Human Resources |

Policy Statement

Total Compensation Philosophy

Okanagan College provides exempt employees with a total compensation program that is designed to attract and retain qualified staff. The program aligns with the College’s Mission, Vision and Values.

Guiding Principles for the Total Compensation Program

The College’s subscribes to the following guiding principles:

1. Performance – compensation programs support and promote a performance based organizational culture.
2. Differentiation - salary differentiation is supported where there are differences in the scope of the position within the College, and/or due to superior individual or team contributions.
3. Accountability - compensation decisions are objective and based upon a clear and well documented business rationale that demonstrates the appropriate expenditure of public funds.
4. Transparency – compensation programs are designed, managed and communicated in a manner that ensures the programs are clearly understood by employees and the public while protecting personal information.

**Terms & Conditions of Employment
Employee Development (Excluded Support Staff)
Policy Number E.2.13.3
page 2 of 4**

In order to attract and retain qualified staff, the College will monitor current market trends and will assess the competitiveness of our compensation program regularly. The College's core comparator group includes similar post-secondary and other public sector organizations in British Columbia. When considering other public sector organizations, emphasis will be given to those within the BC Public Service. For other jobs where talent may be needed from out-of-province and jobs that require skills from specific industries or from outside the public sector, a secondary comparator group may be used for determining the targeted pay range.

The compensation program is fiscally responsible and ensures that costs are affordable and sustainable over time.

Total Compensation Program

The College's Total compensation program includes four main elements:

1. Compensation - fair and equitable compensation based on the scope and breadth of job responsibilities and the education, experience and competencies the employee brings to the position.
2. Benefits - pension and group benefit programs for the well-being of employees and their families.
3. Career Development - support for skill, professional and career development.
4. Work/Life Balance - paid/unpaid leave and other programs to help employees balance their work and personal demands, as well as community service roles.

Total compensation programs may be amended from time to time, as determined by the College, and as approved by the Government.

Exempt employees are required to be familiar with and abide by all College policies.

The terms and conditions of employment replace and supersede all previous policies and terms and conditions covering the subject matters contained herein, with the exception of terms and conditions contained in written employment agreements. If there is a direct conflict between this Policy and a written employment agreement between an exempt employee and the College, the written employment agreement shall prevail to the extent of the inconsistency.

Okanagan College is committed to administering terms and conditions of employment applicable to exempt employees in a fair and equitable manner.

Terms & Conditions of Employment
Employee Development (Excluded Support Staff)
Policy Number E.2.13.3
page 3 of 4

Policy Details

A. Employee Performance Plans and Reviews

Performance plans for excluded support staff employees shall be developed, and performance reviews shall be conducted, consistent with College procedures.

B. Professional Memberships

B.1 Membership Fees

At its discretion, the College may pay membership fees for excluded support staff employees to belong to organizations which are of a professional nature and directly related to the excluded support staff employee's work for the College.

B.2 Eligibility

Excluded support staff employees on continuing appointments may apply to their immediate supervisor for approval by the appropriate senior manager for the payment of such membership fees.

C. Educational Leave at the Request of OC

C.1 Excluded support staff employees who are selected by OC to attend a course in connection with their employment shall be reimbursed for expenses and shall receive full pay and benefits while in attendance. This section does not apply to the maintenance of certificates and/or credentials which are conditions of employment.

C.2 OC shall pay the full cost of any course of instruction approved under C.1 upon proof of the excluded support staff employee's successful completion of such course and upon the submission of receipts.

C.3 Excluded support staff employees who must leave the area to take examinations at the completion of a course approved by the College, or employees who receive advance approval to leave the area to take a short course, may be granted leave of absence with pay for the time involved.

D. Professional Development

D.1 "Professional development" describes activities intended to assist an excluded support staff employee achieve their performance expectations, role responsibilities and objectives. The activities are related to job skills, knowledge and competencies necessary to assist the employee in their current job.

D.2 Professional development objectives are established as a component of the excluded support staff employee's annual planning and goal setting.

D.3 Excluded support staff employees in continuing appointments may apply to their immediate supervisor for approval for professional development leave of absence without loss of pay for periods of up to two (2) weeks annually for projects, courses, seminars and workshops of short duration.

D.4 Professional development leave is subject to operational requirements and satisfactory replacement arrangements being made.

D.5 The College shall continue to pay health and welfare benefits, as applicable, for an excluded support staff employee who is granted professional development leave under section D.3.

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D.6 Eligible excluded support staff employees who receive approval for professional development leave from their immediate supervisor may apply to Human Resources for reimbursement of accommodation, travel, fees, books and other related expenses to the maximum established by the Human Resources departmental guidelines.

D.7 Fund

D.7.1 The College will provide a Professional Development Fund of \$18,000 for excluded support staff employees. Funds remaining at the end of the fiscal year will not be carried forward.

D.7.2 The maximum grant in any one year for an excluded support staff employee is \$2,000.

D.8 Eligibility

D.8.1 Excluded support staff employees on a regular appointment with one or more years of service with the College are eligible to apply for professional development funds.

D.8.2 Regular part-time excluded support staff employees with one or more years of full-time equivalent service with the College are eligible to apply for professional development funds.

E. Dispute Resolution Procedure

See Section D – “Dispute Resolution Procedure” in the General Conditions Policy, policy number E.2.15.



| | |
|-----------------------------|--|
| Title | Terms and Conditions of Employment - Employment Termination Policy (Senior Managers, Administrators & Excluded Support Staff) |
| Policy Area | Operations - Human Resources |
| Policy Number | E.2.14 |
| See also (related policies) | Code of Ethical Practices Policy |

| | |
|----------------------------------|---|
| Effective Date of Policy: | March 1, 2014 |
| Approval Date: | January 28, 2014 |
| Applies to: | Senior Managers, Administrators & Excluded Support Staff |
| Approving Body: | Board of Governors |
| Supersedes/New: | Policy for Senior Managers (January 2, 2001), Policy for Administrative Staff (August 8, 1997), Terms & Conditions of Employment for Excluded Support Staff (August 17, 2004) |
| Authority | <i>College and Institute Act, Public Sector Employers Act, Employment Standards Act</i> |

The following are responsible for the administration of this policy,

| Primary Office | Contact |
|-----------------------|---------------------------|
| Human Resources | Director, Human Resources |

Policy Statement

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Guiding Principles for the Total Compensation Program

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3. Accountability - compensation decisions are objective and based upon a clear and well documented business rationale that demonstrates the appropriate expenditure of public funds.
4. Transparency – compensation programs are designed, managed and communicated in a manner that ensures the programs are clearly understood by employees and the public while protecting personal information.

Terms & Conditions of Employment
Employment Termination Policy
(Senior Managers, Administrators & Excluded Support Staff)
Policy Number E.2.14
page 2 of 5

In order to attract and retain qualified staff, the College will monitor current market trends and will assess the competitiveness of our compensation program regularly. The College's core comparator group includes similar post-secondary and other public sector organizations in British Columbia. When considering other public sector organizations, emphasis will be given to those within the BC Public Service. For other jobs where talent may be needed from out-of-province and jobs that require skills from specific industries or from outside the public sector, a secondary comparator group may be used for determining the targeted pay range.

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Total Compensation Program

The College's Total compensation program includes four main elements:

1. Compensation - fair and equitable compensation based on the scope and breadth of job responsibilities and the education, experience and competencies the employee brings to the position.
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3. Career Development - support for skill, professional and career development.
4. Work/Life Balance - paid/unpaid leave and other programs to help employees balance their work and personal demands, as well as community service roles.

Total compensation programs may be amended from time to time, as determined by the College, and as approved by the Government.

Exempt employees are required to be familiar with and abide by all College policies.

The terms and conditions of employment replace and supersede all previous policies and terms and conditions covering the subject matters contained herein, with the exception of terms and conditions contained in written employment agreements. If there is a direct conflict between this Policy and a written employment agreement between an exempt employee and the College, the written employment agreement shall prevail to the extent of the inconsistency.

Okanagan College is committed to administering terms and conditions of employment applicable to exempt employees in a fair and equitable manner.

Terms & Conditions of Employment
Employment Termination Policy
(Senior Managers, Administrators & Excluded Support Staff)
Policy Number E.2.14
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Policy Details

A. Resignation

Exempt employees who resign from employment with the College are encouraged to give as much written notice as possible to their immediate supervisor.

B. Retirement

B.1 Retirement Age Requirement and Written Notice

Exempt employees may retire and terminate their employment with the College at age 55 or older by giving written notice to their immediate supervisor as follows:

B.1.1 At least six (6) months' notice for members of the Leadership Team

B.1.2 At least three (3) months' notice for all other exempt employees

The required notice period may be reduced in special circumstances, with the written approval of the President or designate.

B.2 Retirement Benefits for Exempt Employees

Upon retirement, a continuing exempt employee or an exempt employee who has been appointed to a Leadership Team position on term appointment for a continuous period of three (3) years or greater, shall receive:

B.2.1 Payout for all vacation days earned and not yet taken, subject to the provisions of the *Public Sector Employers Act*; and,

B.2.2 A retirement allowance pursuant to section B.4, if applicable.

B.3 Additional Retirement Benefits for Exempt Employees Employed Prior to December 31, 2002

Upon retirement, continuing exempt employees or an exempt employee who has been appointed to a Leadership Team position on term appointment for a continuous period of three (3) years or greater, who was employed prior to December 31, 2002 shall receive a cash payout for the following:

B.3.1 The balance of the exempt employee's banked sick leave as at December 31, 2002 to a maximum of 60 days, less any of those banked sick days that were taken by the exempt employee on or before the exempt employee's retirement date.

B.3.2 The balance of the exempt employee's banked vacation as at December 31, 2002 to a maximum of 75 days, less any of those banked vacation days that were taken by the exempt employee on or before the exempt employee's retirement date.

B.4 Retirement Allowance

Eligible exempt employees who retire from their employment with the College shall receive a retirement allowance in accordance with the following table. Completed years of service shall be adjusted for any leaves without pay of eight (8) months or greater.

| <u>Completed Years of Service with the College</u> | <u>Months of Payment</u> |
|--|--------------------------|
| 0 – 4 | 0 |
| 5 – 9 | 3 |
| 10 | 6 |

Terms & Conditions of Employment
Employment Termination Policy
(Senior Managers, Administrators & Excluded Support Staff)
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C. Deceased Employee

In the event of the death of an exempt employee, the exempt employee's beneficiary(ies) as stated in the employee documentation in the personnel file or, if unstated, the employee's estate, shall receive:

- C.1** Payment of the full month's salary of the deceased irrespective of the day in the month that the exempt employee died; and,
- C.2** Payment in full of all of the exempt employee's accrued and unused vacation pay, subject to the provisions of the *Public Sector Employers Act*.

D. Termination of Employment by the College

D.1 With Cause

The College may terminate the employment of an exempt employee at any time for just cause, without any notice, pay in lieu of notice or severance compensation.

D.2 Without Cause

The College may terminate the employment of an exempt employee at any time, without cause, by providing the employee with reasonable working notice of such termination (the "Notice Period").

D.2.1 Notice Period

The Notice Period shall be subject to any and all applicable common law, statutory and regulatory requirements, including the requirements specified in the *Employment Termination Standards Regulation* under the *Public Sector Employers Act*.

D.2.2 College Actions During the Notice Period

During the Notice Period the College, at its sole discretion may:

- D.2.2.1** require the exempt employee to continue with his/her duties, assignments, tasks or projects;
- D.2.2.2** assign the exempt employee to other duties, assignments, tasks or projects, notwithstanding that the assignment may amount to a constructive dismissal, if the assignment is reasonably consistent with the exempt employee's ability and responsibility at the time of the assignment and the employee is not required to relocate unreasonably; or
- D.2.2.3** excuse the employee from performing all or part of his/her duties.

Refusal to perform duties assigned in accordance with this section shall be deemed to be a voluntary resignation of employment. In the event of a deemed voluntary resignation, the exempt employee is not entitled to continuation of the Notice Period or to any payment in lieu of the Notice Period.

D.2.3 Severance Pay In Lieu of Working Notice

The College, at its sole discretion, may elect to provide an exempt employee with severance compensation in lieu of all or part of the Notice Period. Such severance compensation shall be in the form of periodic payments unless the College, at its sole discretion, considers a lump sum payment to be more appropriate. The maximum severance compensation that an employee may be given is the value of salary and benefits the employee would otherwise have been entitled to for the Notice Period.

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D.3 Re-employment In the Public Sector

D.3.1 Exempt employees who obtain re-employment in the public sector during the Notice Period or period of notice in lieu of which severance is provided, must immediately notify the College of the commencement date of such re-employment. In this section, "re-employment" includes entering into a contract for services with a public sector employer individually, or through a sole proprietorship, partnership or corporation.

D.3.2 Upon notification under this section the College shall:

D.3.2.1 Cease any further periodic severance payments, if the exempt employee is re-employed at the same or greater level of compensation as his/her former compensation level; or

D.3.2.2 Pay the employee the difference between the former compensation level and the employee's new compensation level for the balance of the Notice Period, if the exempt employee is re-employed at a lower level of compensation; or

D.3.2.3 Send a notice of collection to the terminated exempt employee requesting repayment of any portion of his/her severance which, when combined with the employee's earnings from re-employment, exceeds 100% of the total compensation the employee would have received from the College during the Notice Period.

D.4 Ineligible for a Retirement Allowance

Exempt employees who are given notice or severance under this section are ineligible for a retirement allowance.

E. Dispute Resolution Procedure

See Section D - "Dispute Resolution Procedure" in the General Conditions Policy, policy number E.2.15.



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|-----------------------------|--|
| Title | Terms and Conditions of Employment - General Conditions Policy (Senior Managers, Administrators & Excluded Support Staff) |
| Policy Area | Operations - Human Resources |
| Policy Number | E.2.15 |
| See also (related policies) | Code of Ethical Practices Policy |

| | |
|----------------------------------|---|
| Effective Date of Policy: | March 1, 2014 |
| Approval Date: | January 28, 2014 |
| Applies to: | Senior Managers, Administrators and Excluded Support Staff |
| Approving Body: | Board of Governors |
| Supersedes/New: | Policy for Senior Managers (January 2, 2001), Policy for Administrative Staff (August 8, 1997), Terms & Conditions of Employment for Excluded Support Staff (August 17, 2004) |
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The following are responsible for the administration of this policy,

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| Human Resources | Director, Human Resources |

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Terms & Conditions of Employment
General Conditions Policy
(Senior Managers, Administrators & Excluded Support Staff)
Number E.2.15
page 2 of 5

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| Policy Details |
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A. Transfer Expenses

A.1 Eligibility

Exempt employees on continuing appointments shall be considered as transferring when the College assigns an exempt employee to a position at another College campus which requires a move of the employee's household from one geographic location to another in the College region.

A.2 Transfer At the Request of the Employee

If the transfer is at the request of an exempt employee, no transfer allowance shall be paid by the College.

A.3 Transfer At the Request of the College

Exempt employees shall be reimbursed for reasonable moving expenses when transferred by the College, provided such expenses qualify as eligible moving expenses under Canada Revenue Agency Guidelines.

A.4 Hotel and Meal Expenses

Where travelling expenses on transfer apply and normal accommodation is not immediately available, reasonable hotel and meal expenses for exempt employees and their family shall be allowed up to a maximum of seven days after arrival at the new location.

A.5 Transfer Within the College Region

When exempt employees are transferred from one geographic location to another within the College region and it is shown that accommodation at the new location is not available within seven (7) days, living allowances shall be provided as follows:

A.5.1 for a single person, an allowance up to but not exceeding twenty dollars (\$20) per day for a period not exceeding two (2) months.

A.5.2 for a married person or a single person with dependents, an allowance at a rate up to but not exceeding \$700 per month for a period not exceeding two (2) months.

A.6 Limitation on Living Allowances

The living allowances in section 3.5 are not payable during the same days that full hotel expenses are payable under section 3.4 and are only payable for such period as exempt employees are able to prove an inability to re-establish themselves.

A.7 Insurance Costs

The College shall pay for the insurance costs resulting from the moving of furniture and other personal effects. The insurance costs shall not include home owner insurance or other insurance costs incurred by exempt employees when the moving has been completed.

A.8 Electrical, Plumbing, Gas, and Data Connections

The College shall pay for the reasonable costs of disconnecting and hooking up of electrical, plumbing, gas, and data connections.

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General Conditions Policy
(Senior Managers, Administrators & Excluded Support Staff)
Number E.2.15
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A.9 Real Estate Fees and Legal Costs

Real estate fees and legal costs upon transfer shall be paid as follows:

- A.9.1** actual real estate fees incurred in the sale of an exempt employee's residence to a maximum of \$7,000; and,
- A.9.2** actual legal fees charged in the purchase of an exempt employee's new residence to a maximum of \$1,000; or,
- A.9.3** costs involved in terminating a lease on premises rented to an exempt employee to a maximum of \$1,000.

A.10 Transfer Due to Workforce Reorganization and/or Reductions

The relocation of exempt employees between centres, campuses or locations as a result of workforce reorganization and/or reductions due to redundancy shall be considered as a transfer at the request of the College and the moving expenses described above shall be paid.

B. Job Action

B.1 Requirement to Report for Duty

In the event of job action at the College, exempt employees are required to report for duty unless advised otherwise by the President or designate.

B.2 Responsibilities Outside the Scope of Regular Duties

Exempt employees may be requested to assume responsibilities which may be outside of the scope of their regular duties including doing the work of the bargaining unit employees who are on strike, for times during or for the duration of the job action.

C. Indemnification

Where an action is brought against an employee for anything done or omitted to be done in the course of his or her employment with Okanagan College and the College obtains a legal opinion that the employee conduct was within his or her office or course of employment and was in good faith, Okanagan College shall defend the action and shall indemnify the employee against the expenses of the defense and any settlement reached or judgment awarded.

D. Dispute Resolution Procedure

D.1 Contact Designated Supervisor

With the exception of matters related to the outcome of their job classification or job classification appeal, suspension or termination, exempt employees may raise a concern about any employment issue related to his/her terms and conditions with their designated supervisor. If the matter is not resolved, the exempt employee, the designated supervisor, or both, shall discuss the matter with the Director, Human Resources.

D.2 Human Resources Facilitation

The Director, Human Resources shall attempt to facilitate a resolution to the issue.

D.3 Written Appeal to the Management Review Committee

If the Director, Human Resources is unable to facilitate resolution of the issue, the exempt employee may submit a written appeal to the Management Review Committee through the Director, Human Resources. The Management Review Committee is comprised of the Vice Presidents and the Director, Human Resources and such others as the committee determines.

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D.4 Decision

The Management Review Committee shall render a decision on the issue, which shall be final and binding.

D.5 Right of Appeal

Pursuant to section 37 of the *College and Institute Act*, an exempt employee who is suspended or terminated for cause has a right of appeal to the Board of Governors.

Policy Deleted