



POLICY FOR ADMINISTRATIVE STAFF

**Amended by the
Okanagan University College Board
May 28, 1997**

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(Alpha)**

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1. INTRODUCTION

- 1.1 OUC and the Association agree that the concept of team management between the OUC Board, the Executive, and its administrative and managerial employees is desirable and essential to the effective and efficient operation of OUC.
- 1.2 It is the belief of OUC that administrative and managerial employees should have a strong identification with the management team, positive attitudes in dealing with all aspects of management functions, and loyalty to OUC.

OUC and the Association hold, therefore, that the terms and conditions of employment for administrative and managerial employees should be separate and distinct from terms covered by either collective or formal agreements.

To that end, OUC and the Association concur that the terms and conditions of employment for employees covered by the Association should take the form of OUC policy. This document shall constitute that policy and shall supersede all previous Board Policies for Administrative Staff and Memoranda of Understanding between OUC and the Association.

2. DURATION

- 2.1 This document and its amendments shall be effective from the date(s) established by OUC. Revisions to the document may be sanctioned by the Board after consultation with the Association and only upon two-third's affirmative vote of the Board at a validly constituted meeting of the OUC Board. Such revisions shall be communicated by letter to the Association membership. Consultation shall take the form of full discussions between OUC and the Association.

3. COVERAGE

- 3.1 This document governs the terms and conditions of employment and applies to all staff holding administrative positions at OUC. It includes those positions/classifications listed in Appendix B, or such other administrative classifications as may from time to time be established by OUC.
- 3.2 OUC and the Association recognize the value of evolving job descriptions for all positions covered by this document. The development and maintenance of job descriptions shall be the responsibility of OUC, with direct input from supervisors and employees.

4. SELECTION

- 4.1 The selection and appointment of administrative staff is the sole right and privilege of the OUC Board or its designate.
- 4.2 OUC, at its discretion, may strike consultative committees for administrative positions, representative of the internal OUC community. When such committees are struck, the President, or designate, shall chair such committees, and the President shall make recommendations to the Board.

- 4.3 OUC agrees to strike a consultative selection committee for the position of President, representative of the internal OUC community. The Chairman of the Board shall designate a Board member to chair such committee. The Committee shall make its recommendation directly to the Board.

5. APPOINTMENT CATEGORY

- 5.1 A continuing appointment is an appointment to a full-time or part-time position for an indeterminate period.
- (1) An employee on a continuing appointment shall complete an initial probationary period of one year from date of appointment to any established position covered by this document. The employee shall be informed in writing on or about the anniversary date as to whether the employee has successfully completed the initial probationary period.
 - (2) In the event that the service of an employee is found by OUC to be unsatisfactory during the probationary period, the employee shall be released from employment with three months' notice or salary in lieu of notice. The notices and severance pay outlined in 30.2 (2) or 30.2 (3) will not apply for a first time employee. For an employee who has previously completed an initial probationary period but unsatisfactorily completed a subsequent probationary period, the severance pay in 30.2 (3) shall apply.
- 5.2 A continuing term appointment is an appointment to a full-time or part-time position for a term certain in excess of two years. Appointment to this category will be at the discretion of OUC.
- 5.3 A temporary appointment is an appointment to a full-time or part-time position for a term certain.

6. TERMS AND CONDITIONS OF EMPLOYMENT FOR TEMPORARY APPOINTMENTS AND PART-TIME CONTINUING APPOINTMENTS UNDER 17.5 HOURS PER WEEK

- 6.1 Administrators appointed for temporary appointments of more than six months at half-time or greater and administrators appointed for part-time continuing appointments under 17.5 hours per week shall be covered by the provisions in this OUC Policy for Administrative Staff, except for the following:
- (1) Vacation
Vacation entitlement will be prorated to the length and time of the appointment.
 - (2) Memberships
A temporary administrator will not be eligible to apply for benefits under this article.
 - (3) Professional and/or Career Development Leaves
The granting and/or recommendation of leave and financial support will be at the discretion of the President.
 - (4) Transfer Expenses
The granting and/or recommending of transfer expenses will be at the discretion of the President in accordance with the article on transfer expenses.

6.1 (5) Termination of Employment

- (i) A temporary administrator may resign from an appointment by giving written notice to the President.
- (ii) The length of notice to terminate a temporary appointment for redundancy or severe budgetary restriction will be two to four weeks.
- (iii) Temporary administrators are not eligible for retirement cash pay out.

(6) Health & Welfare Benefits

Administrators appointed under 6.1 shall receive Health and Welfare benefits in accordance with the policies issued by the carrier and subject to the following:

- (i) to obtain Dental and Long Term Disability, the appointment shall be thirty or more hours a week.
- (ii) to obtain Medical Supplement and Life Insurance, the appointment shall be half time or greater.

6.2 Administrators appointed for temporary appointments of less than six months or more than six months but less than half-time shall be covered by the Employment Standards Act.

7. PROMOTION AND TRANSFER

- 7.1 The promotion or transfer of an employee from one position or classification to another will be determined by the President or designate.
- 7.2 The President or designate reserves the right to fill a vacancy through transfer or promotion without posting the position.
- 7.3 Provided that no provision of the Faculty Association Collective Agreement is violated, an employee covered by these terms and conditions of employment may, subject to 7.2 above, fill any vacant position for which the employee is qualified as determined by OUC.

8. SALARY

- 8.1 The salary scale and effective date shall be as noted on Appendix A.
- 8.2 OUC agrees to review the scale annually to take account of factors such as inflation. The policy provides for salary adjustments to be effective March 31, 1996 and November 30, 1997.
- 8.3 The salary range applicable to each position shall be as noted on Appendix B, as amended from time to time by OUC.
- 8.4 Initial placement shall be as determined by the President.
- 8.5 A full-time employee shall receive an annual increment within the applicable salary range in the pay period in which the anniversary date of appointment to the employee's current position under the Policy for Administrative Staff falls, except where the employee is assessed as performing unsatisfactorily.

- 8.6 Subject to satisfactory performance, part-time or temporary employees shall receive a salary increment (within the applicable scale) upon their anniversary date. Part-time or temporary employees on appointments of less than one year will receive a salary increment (within the current applicable scale) when they have the equivalent of one year of FTE service.
- 8.7 Employees granted a leave of absence without pay for at least eight consecutive months normally will not have this period of absence counted towards their next salary increment.

9. EVALUATION

9.1 Purposes

The purposes of a system of evaluation are:

- (1) to determine the objectives an employee is expected to pursue over a stated period of time;
- (2) to assess how well an employee meets responsibilities;
- (3) to aid an employee in improving effectiveness;
- (4) to assist supervisors in determining where an employee's capabilities might be most effectively used in the future;
- (5) to serve as a basis for recommending professional development for an employee;
- (6) to serve as a basis for decisions concerning salary increments.

9.2 Procedures

- (1) Evaluation procedures shall apply to all employees covered by this document.
- (2) Written evaluation of performance shall be carried out at the end of the probationary period and not less than once every three years thereafter. In each year that a written evaluation is not carried out, the supervisor shall hold a performance review meeting with the employee. OUC may conduct a performance evaluation at any time it considers such an evaluation to be necessary. An employee may request a performance evaluation at any time.
- (3) The supervisor completes the form entitled, "Performance Evaluation: Administrative Staff", after discussing with the employee being evaluated the expected and actual achievements for the period under review.
- (4) Prior to completing the evaluations, supervisors and employees will review and update, if necessary, the position's job description in accordance with OUC policy.
- (5) The employee has the option of completing a self-evaluation and filing a copy with the supervisor.
- (6) Once the supervisor has completed the evaluation and has discussed it with the employee concerned, both the supervisor and the employee sign the form. The signatures signify only that both parties have read the form and have discussed its contents.

- 9.2 (7) If the employee does not agree with the contents of the supervisor's evaluation of the employee, the employee should sign the evaluation form and indicate disagreement in the space provided and/or on a separate sheet attached to the completed evaluation.
- (8) The employee will be provided with a copy of the evaluation.
- (9) If an employee wishes to appeal the evaluation, the employee may request a meeting, first with the next level supervisor and then with a committee appointed by the President or designate. An employee has the right to appeal to the full Board after pursuing the preceding avenues of appeal.

10. VACATION

- 10.1 Annual vacation leave shall be 25 working days (prorated for employees on continuing appointments of 17.5 hours per week or more). Employees with five or more years of recognized service with OUC, or its predecessor institutions, shall receive thirty working days annual vacation.
- 10.2 Notwithstanding 11.1, except where specifically authorized by the President, not more than fifteen vacation days may be carried forward to the next year.

11. BANKING VACATION TIME

- 11.1 Employees on continuing appointment shall be eligible to bank vacation to a maximum of 75 days subject to the following:
- (1) a maximum 15 days per year may be banked
- (2) the request to bank days must be submitted to the designated supervisor prior to December 31 of the year in which the request is being made.

(Per Bill 66, effective January 1, 2003: Administrators can no longer bank vacation after December 31, 2002)

- 11.2 An employee may use banked vacation days either by:
- (1) withdrawing up to a maximum of 20 days in any given year subject to approval of vacation time by the designated supervisor or,
- (2) as a pre-retirement leave upon retirement.
- 11.3 With the exception of clause 30.3(1) and 30.3(2), banked vacation days shall not be paid out in cash.

12. MANAGEMENT LEAVE

- 12.1 Upon the recommendation of a supervisor, the President may grant an employee management leave with pay over and above annual vacation entitlement in recognition of excessive hours of work and travel.

13. STATUTORY HOLIDAYS AND OTHER HOLIDAYS

13.1 Employees on temporary or part-time appointments who have earned wages in 15 of the 30 calendar days prior to a statutory holiday, and are still employed by OUC, or are re-employed by OUC within 10 working days (exclusive of statutory holidays) of the holiday, shall be paid for such holiday. In the case of employees who work varied hours, the pay for the holiday is calculated as the average of their hours exclusive of overtime for the days they have earned wages in the 30 calendar day period immediately preceding the week in which the statutory holidays occurs.

14. BENEFITS

14.1 Employees on continuing appointments of half time or greater and employees on temporary appointments of more than six months at half time or greater are eligible for the following health and welfare benefits which shall be paid 100% by OUC except as noted in 14.1 (4) (iii).

(1) Medical Care Plan

- (i) standard medical coverage.
- (ii) medical supplement.

(2) Dental Plan

- (i) Plan A and B - 100% reimbursed by the Plan.
- (ii) Plan C - 50% reimbursed by the Plan.
- (iii) Plan D - 50% reimbursed by the plan to a lifetime maximum of \$2,500 per patient. Covers employee, spouse and dependent children.

(3) Optical Coverage

- (i) \$200 maximum coverage for each insured individual during a 24 month period, and every 12 months for each insured individual under the age of eighteen years.

(4) Group Insurance Plan

- (i) Life Insurance - three times annual salary to the maximum of the carrier.
- (ii) Accidental Death & Dismemberment - three times annual salary to the maximum of the carrier.
- (iii) Long Term Disability Insurance - employees will be deducted for the premiums to provide coverage to 60% of salary to a maximum of \$4,800 per month.

(5) Value Life Insurance & AD&D

- (i) Employees may purchase additional coverage in amounts as determined in the policy to cover themselves and their spouse.

14.2 College Pension Plan

The employees' pension plan is governed by the College Pension Act.

14.3 Deceased Employee

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

- (1) payment of the full month's salary of the deceased irrespective of the day in the month that the employee died;
- (2) payment in full of all the employee's accrued vacation pay;
- (3) where an employee dies while in the service of OUC, the following amounts shall be paid to the dependent or dependents of the employee:
 - (i) one month's salary for each completed and continuous year OUC service, to a maximum of six months.

14.4 Continuation of Benefits

Employees on leave without pay have the option of maintaining any or all of the health and welfare benefits provided the employee reimburses OUC for such contributions made on their behalf.

14.5 Long Term Disability

- (1) Employees on long term disability will be considered employees for purposes of the OUC Pension only and will continue to be covered by medical, extended health, dental and group life and AD & D insurance for the first 24 months from the date on which the employees received compensation under the Long Term Disability Plan. Participation in these plans may be continued past the 24 months provided OUC is reimbursed for 100% of the applicable premiums.
- (2) Employees who qualify for Long Term Disability benefits shall retain their service with OUC and will only accumulate service for the first 24 months while on Long Term Disability for the purposes of layoff/recall, vacation selection and promotion. Except as otherwise expressly provided, employees on Long Term Disability will not be covered by any other portion of the policy.
- (3) Employees who have recovered from a total disability during or immediately upon the expiration of the first 24 months from the date on which the employees received compensation under the Long Term Disability Plan shall be entitled to be reinstated by OUC in an equivalent or similar position, provided the employees are able to perform the duties in a satisfactory and efficient manner and there is a position available.
- (4) If employees are unable to return to work upon the expiration of the first 24 months, as stated in clause 14.5 (3), their employment with OUC will be deemed to be terminated except as expressly provided in clause 14.5 (1) unless an extension is mutually agreed to by OUC and the Administrative Association.

15. **EMPLOYEE ASSISTANCE PROGRAM**

- 15.1 OUC and the Association of Administrators agree to establish a joint committee consisting of representatives from OUC and the Association of Administrators. The joint committee will develop and participate in the administration of a mutually acceptable Employee Assistance Program.
- 15.2 OUC will provide an administration fee up to the equivalent of .2% of the administrative salary base each year to fund the cost of an Employee Assistance Program.
- 15.3 The Joint Committee will evaluate the performance of the Employee Assistance Program during each year and make a report of the benefits, both tangible and intangible, to both principals by March 31 of the following year.

16. **SICK LEAVE**

- 16.1 Sick leave is the period of time employees are permitted to be absent from work without loss of salary by virtue of being sick, disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 16.2 Employees on continuing appointments and employees on temporary appointments of at least six months and at least half time or greater are eligible for sick leave.
- 16.3 Sick leave shall be granted to employees on the basis of 1-1/2 days for each month of employment in which pay is received for at least twelve days each calendar month. Employees working less than full-time shall earn sick leave on a pro-rata basis. Employees on a probationary or continuing appointment as of March 31, 1979, shall be entitled to an accrual of all unused portion of sick leave up to a maximum of 250 working days for future benefits. Employees granted a probationary appointment as of April 1, 1979 or thereafter shall be entitled to an accrual of all unused sick leave up to a maximum of 180 working days for future benefits. However, in the case of any given illness, the ill employees may make application to claim disability insurance benefits at the expiration of ninety calendar days.
(Please note changes re Bill 66 re accumulated sick leave – see Retirement section)
- 16.4
 - (1) A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) for which employees are absent on sick leave.
 - (2) Employees claiming sick leave under 16.4 (1) above, may be required to produce a certificate from a duly qualified practitioner certifying that they are unable to carry out their duties due to illness.
- 16.5
 - (1) In the case of illness of an immediate member residing on an ongoing basis in the employee's household or with whom the employee permanently resides of the family of an employee where no one at home, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, after notifying OUC, to use accumulated sick leave for this purpose to a maximum of ten days per year provided a minimum of twelve days are available each year for personal sick leave.
 - (2) If sick leave is claimed under 16.5 (1) above, the employee may be required to produce a certificate from a duly qualified practitioner certifying that the illness of the immediate family member required attention.

- 16.6 The employee or immediate family member may be required to have their physician complete the OUC Illness and Injury Report in addition to the certificates in 16.3 (2) and 16.5 (2). The employee's physician shall forward the certificate to OUC's physician. OUC's physician shall only confirm to OUC that the employee was unable to work due to illness or the immediate family member was ill and required attention.
- 16.7 Employees unable to return to their duties at the termination of the period for which sick leave is granted shall be permitted to "borrow" up to eighteen days of leave against their future sick leave credits.
- 16.8 A record of all unused sick leave shall be kept by Employee Relations. Immediately after the close of each calendar year, each employee shall receive a record from OUC of their accumulated sick leave credit. On receipt of any written application, Employee Relations shall advise the employee of the sick leave accrued.

17. PARENTAL LEAVE

- 17.1 Parental leave of absence without salary shall be granted on application to the OUC President or designate. The duration and other terms shall be decided on an individual basis, taking into account individual needs as far as possible, but shall be subject to the following general provisions:
- (1) A maternity leave of absence without pay shall be granted at any time chosen by the employee during the eleven week period immediately preceding the anticipated date of birth for a period of up to six months, or to the expiry date of the temporary appointment, whichever is shorter.
 - (2) Parental leave of absence without pay shall be granted for up to six months, or to the expiry date of the temporary appointment, whichever is shorter, in a period commencing:
 - (i) with the week in which a newborn child(ren) arrives in the employee's home; or
 - (ii) with the week a child(ren) is placed in the employee's home for the purpose of adoption or permanent guardianship;and ending 52 weeks after the week referred to in 17.1(2) (i) and 17.1(2) (ii) above.
 - (3) Application may be made for an additional period of up to, but not exceeding six months, or to the expiry date of the temporary appointment, whichever is shorter.
 - (4) Employees who apply for and are granted leave under this clause may elect to take all or part of their accrued vacation entitlement at full salary during their leave of absence.
 - (5) Employees who apply for and are granted leave under clause 17.1 (1) will not be eligible for leave under clause 17.1 (2).
- 17.2 Employees on continuing appointments will accrue vacation entitlement for the first six months of any leave granted under this Article.
- 17.3 Where both parents are OUC employees, and if both parents apply for leave, the second leave request shall be limited to a maximum of twelve weeks.

- 17.4 Employees shall give as much notice as possible, but in any event no less than two months notice, to allow satisfactory arrangements to be made for replacement. This notice may be waived by OUC because of extenuating circumstances.
- 17.5 OUC shall pay health and welfare benefits as defined in Article 14 for the first six months of any leave granted under this Article. Employees shall reimburse OUC for health and welfare benefits paid on their behalf during the remainder of the leave. If employees fail to return to work on the pre-arranged date, monies paid by OUC under this clause shall be recovered.
- 17.6 On completion of the leave, employees shall resume their position without disadvantage in service, salary or increases in salary and/or fringe benefits, provided the employee has a minimum of twelve months continuous service with OUC prior to taking such leave.
- 17.7 Sick Leave Credits
- (1) Illness arising due to pregnancy during employment and prior to leave of absence may be charged to normal sick leave credits.

18. BEREAVEMENT

- 18.1 In the case of bereavement in the immediate family, leave with pay shall be granted to employees to a maximum of five working days. Any additional leave is without pay or as a charge to vacation leave.
- 18.2 Immediate family is defined as an employee's father, mother, spouse, brother, sister, son, daughter, common-law child, or ward, grandparent, grandchild, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- 18.3 One day's leave with pay will be allowed to attend the funeral of other friends or relations and where employees have been asked to be a pallbearer they shall, at the discretion of their immediate supervisor, be allowed sufficient time off from their duties to meet those obligations.
- 18.4 If employees are on vacation leave at the time of the bereavement, they should, upon their return to duty, present their supervisor with sufficient proof of bereavement and receive a day or days off to compensate for time lost during their vacation.

19. COMPASSIONATE LEAVE

- 19.1 In the event that an employee requires a leave of absence for compassionate reasons, and such leave is not covered by this document, then leave of absence with pay for a period of up to three days shall be granted. Any additional time required shall be a charge against vacation time or leave without pay.

20. UNSPECIFIED LEAVE

- 20.1 Leave may be granted for reasons other than those specified elsewhere in this document. Such leave shall be without salary unless otherwise specified.

21. EXCHANGE LEAVE

- 21.1 An Employee Exchange Committee shall be established consisting of two members appointed by OUC and two members appointed by the Association, who shall be administrative employees on continuing appointment. This committee shall meet no later than ten working days following the call of either party.
- 21.2 (1) An employee on a continuing full-time appointment who has been employed by OUC for three years or more and is not on probation may initiate negotiations to exchange positions with an individual of comparable qualifications and experience for one year.
- (2) Applications from employees on continuing part-time appointments will be considered for approval on an individual basis.
- 21.3 Exchange leave shall be subject to the following conditions:
- (1) Employees granted exchange leave shall have their full salary and benefits paid by OUC during the exchange leave.
- (2) The exchange time shall count in full for the purpose of calculating increments and service with OUC.
- (3) Exchange leaves shall normally be for one year with the possibility of leaves of six months to one year if within the B.C. college system.
- (4) Only one employee or 10% of staff within a department, whichever is greater, shall normally be on exchange leave at any given time.
- 21.4 OUC shall extend to the incoming employee all non-monetary benefits of the Policy for Administrative Staff.
- 21.5 Whatever would normally constitute grounds for dismissal or suspension under the Policy for Administrative Staff shall be considered grounds for the termination of the exchange agreement.
- 21.6 The employee applying for exchange and OUC shall normally adhere to the following time schedule:
- (1) At least one year before the commencement of the proposed leave, the employee wishing to take an exchange leave shall notify the OUC President and designated supervisor, in writing, of their intention to negotiate an exchange leave. The President will forward the application to the Employee Exchange Committee which shall review the application and the effect the leave would have on OUC operations. This process shall include consultation with the designated supervisor and the employees in the area concerned. The Committee will submit its recommendation to the OUC President in respect of the candidate to be granted exchange leave. The President will notify the employee of the preliminary decision of OUC.
- (2) At least ten months prior to the commencement of the proposed leave, the employee shall notify the OUC President and designated supervisor of the proposed arrangements and submit the qualifications and references of the incoming employee for approval. These qualifications shall be reviewed jointly with the designated supervisor and the Employee Exchange Committee and a recommendation shall be made to the President by the Employee Exchange Committee.

- 21.6 (3) The President will notify the employee in writing within one month of 21.6(2) above of the decision of OUC. If the proposal for exchange leave is declined, the employee shall be informed of the reason for denial.

The above time limits may be waived by mutual consent of all parties.

22. JURY DUTY

- 22.1 OUC shall pay employees who are required to serve as a juror or as a court witness the difference between their normal earnings and the payment received for such services. Employees shall provide appropriate evidence of service and the amount of pay received.

23. POLITICAL DUTY

- 23.1 OUC agrees not to apply restrictions on employees who wish to engage in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election at the federal or provincial level, the employee shall take leave of absence without pay to engage in the election campaign. If elected to full-time office, the employee shall be granted leave of absence without loss of service for a period of one year. Such leave shall be renewed each year during the term of office. At least three months' notice normally shall be given to OUC.

24. MEMBERSHIPS

- 24.1 OUC may pay at its discretion memberships and fees for employees to belong to organizations, either of a professional nature or directly related to the employee's work.

25. PROFESSIONAL AND/OR CAREER DEVELOPMENT LEAVE

25.1

- (1) OUC and the Association recognize the value, both to the employee and the institution, of professional and/or career development for employees covered by this document.
- (2) An Administrative Professional Development Committee shall be established with representation from OUC and the Association to administer funds for short term and long term administrative and professional development.
- (3) These leaves are subject to the guidelines of the Administrative Professional Development Committee. These guidelines will be developed and updated by the Administrative Professional Development Committee for approval by OUC.

25.2

- (1) (I) Employees shall be eligible for professional and/or career leave of absence with pay for periods of up to two weeks for projects or courses of a short duration. Professional and/or career leave of absence shall be subject to OUC approval.
- (ii) In addition to 25.2(1)(i) employees may apply for additional professional and/or career leave up to a maximum of an additional four weeks. Such time to be granted as 50% leave of absence with pay and 50% as vacation leave entitlement.

25.3 (1) Employees on a continuing appointment of five years or more shall be eligible to apply for professional and/or career leave of absence for periods of four months to twelve months. Employees on long term leave shall receive 70% of their OUC salary. OUC shall maintain employees on long term leave on the health and welfare plans. OUC shall be reimbursed for these premium payments from the long term leave fund. Employees shall contribute to the College Pension Plan at the rate required by the 70% level and the remaining amount required by the Pension (College) Act to credit them with a full year of service shall be paid by the long term leave fund. OUC shall continue to pay the 100% matching contribution. This leave is subject to satisfactory replacement arrangements being made and approved by the designated supervisor.

(2) If the employee's total remuneration from salaries and/or grants exceeds 100% of the employee's normal OUC salary, OUC may reduce its contribution from 70% to a lower level provided the total remuneration from salaries and/or grants is not less than 100% of the employee's normal OUC salary. The Administrative Professional Development Committee will review the circumstances and make a recommendation to the President or designate as to whether the total amount of salary plus other remuneration may exceed 100% of the OUC salary.

26.3 (1) OUC agrees to establish Administrative Professional Development Funds to which it will make an annual contribution equivalent to the percentages shown below of the regular salary of members of the Association.

(i)	<u>Fiscal Year</u>	<u>Short Term</u>	<u>Long Term</u>
	1995/96	1.725%	1.0%
	1996/97	1.725%	1.0%
	1997/98	1.725%	1.0%

(2) Balances in the funds are to remain in the funds from year to year for use by the Administrative Professional Development Committee.

25.4 OUC at its discretion may also support developmental leave and entertain requests for professional and/or career development in excess of two weeks' duration. The terms of such leave will be decided by OUC in keeping with the following general provisions:

- (1) the leave shall not normally exceed twelve months' duration;
- (2) the leave must be of benefit to OUC:
 - (i) in the basis of the leave being directly related to the employee's work;
 - (ii) on the basis of enhancement of the employee's performance;
 - (iii) on the basis of the employee's long-term value to the institution.

The extent to which accommodation, tuition fees, books, employee benefits, and salary are supported is a an OUC decision.

25.5 Employees wishing an expansion of their experience or practical updating in their respective fields may make application to OUC for an exchange not to exceed twelve months with their complement at another institution.

26. OUC COURSE REGISTRATION

- 26.1 Continuing employees within the Administrators Association shall be entitled to attend and participate in any course offered by OUC. Tuition fees related to such registration shall be waived based on the following conditions:
- (1) Employee registration will not factor in the decision to cancel a course due to insufficient student registration, and
 - (2) Employees will assume costs for textbooks and/or supplies, and
 - (3) An employee registration cannot take the place of a fee-paying student, and
 - (4) Courses shall normally be taken on an employee's own time; however, in the event that re-scheduling of duties results from registration, prior approval of the President or designate shall be required, and
 - (5) The employee satisfies normal course pre-requisites, and
 - (6) An employee registration results in no additional instructional costs to OUC.

27. ALLOWANCES

- 27.1 Employees required to travel on OUC business within the OUC region; i.e., outside the employee's assigned centre, or out of the OUC region, shall be reimbursed for all reasonable expenses.
- 27.2 Travel - April, 1995 \$.034 per kilometre
- The preceding travel expense shall be adjusted to equal any higher amounts awarded to any of the OUC bargaining units.
- 27.3 An employee who is required to travel in excess of four days per month between OUC centres, campuses, or locations on OUC business shall, subject to the prior approval of the designated supervisor, be reimbursed, upon presentation of appropriate receipts and documents, 100% of the annual incremental cost, prorated for the term of the appointment, of the Insurance Corporation of British Columbia Class 007 (Business) premium that is over and above that for Class 002 (Drive to Work or School) or 003 (Drive to Work or School under 15k), whichever is appropriate. Such reimbursement shall be limited to one vehicle per employee and it is the employee's responsibility to purchase Class 007 vehicle insurance when necessary. If OUC so reimburses an employee the personal motor vehicle of the employee shall normally be used for travel on OUC business.
- 27.4 In addition to reasonable meal allowances, employees shall be entitled to claim a maximum of \$27.50 per night for actual costs when private dwelling accommodation is used in lieu of commercial accommodation. Under such circumstances, no expenses are chargeable for travel or incidental costs incurred that would not have been incurred had the designated hotel been utilized.

28. TRANSFER EXPENSES

- 28.1 An employee shall be considered as transferring when OUC assigns the employee to a position which requires a move of household from one location to another in the OUC region.
- 28.2 An employee shall be reimbursed for travelling expenses and removal of personal effects when the employee is transferred. An employee shall, in addition, be reimbursed for expenses incurred in transferring the employee's family and furniture.
- 28.3 Where travelling expenses on transfer apply and normal accommodation is not immediately available, reasonable hotel and meal expenses for the employee and the employee's family shall be allowed up to a maximum of seven days after arrival at the new location.
- 28.4 When an employee is transferred from one locality to another within the OUC region and it is shown that accommodation at the new location is not available within seven days, living allowances shall be provided as follows:
- (1) for a single person, an allowance up to but not exceeding twenty dollars per day for a period not exceeding two months.
 - (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 months.

These allowances are not payable during the same days that full hotel expenses are payable under clause 28.3 and are only payable for such period as employees are able to prove an inability to re-establish themselves.

- 28.5 If the transfer is at the request of the employee, no transfer allowance will be paid by OUC with the exception that relocations of employees between centres as a result of reductions due to redundancy will be considered as transfers at the request of OUC and all transfer expenses and allowances will be paid.
- 28.6 OUC shall pay the cost of moving furniture and other personal effects from the employee's old location to the new location.
- 28.7 OUC 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 the employee when the moving has been completed.
- 28.8 OUC shall pay for costs of disconnecting and hooking up of electrical, plumbing and gas connections. Charges for telephone and television hook-ups and antenna shall be paid by OUC. Costs for alterations to drapes and carpets shall also be paid by OUC.
- 28.9 Real estate fees and legal costs upon transfer shall be paid as follows:
- (1) OUC shall pay actual real estate fees incurred in the sale of the employee's residence to a maximum of \$7,000.
 - (2) OUC shall pay actual legal fees charged in the purchase of a new residence to a maximum of \$1,000.
 - (3) OUC shall pay any costs involved in terminating a lease on premises rented to an employee to a maximum of \$1,000.

29. INDEMNIFICATION

29.1 OUC agrees to the following, unless in the opinion of OUC the action of an employee was negligent:

- (1) that it will not seek indemnity against an employee whose actions result in the liability of OUC to a third person; and
- (2) that it will pay any judgement against an employee which arises from the conduct of the employee within the scope of the employee's employment and all reasonable legal costs incurred by the employee which was the basis of the liability or judgement.

30. CHANGES IN EMPLOYMENT STATUS

30.1 RESIGNATION

(1) An employee may resign from an appointment by giving written notice to the President according to the following table or such time as mutually agreed upon:

- positions filled by the Board in accordance with Board policy - three months
- other positions - one month

(2) Persons covered by this policy prior to May 1, 1985, shall, upon resignation under 30.1 above of satisfactory employment with OUC, be granted pay for long service in accordance with the following table:

<u>Completed Years of Service</u>	<u>Months of Pay</u>
0 - 9	0
10 +	3

30.2 TERMINATION

(1) OUC may terminate an appointment for cause without notice or compensation other than earned salary and benefits to the date of termination.

(2) OUC may terminate an appointment for other than cause upon three months' notice or three months' salary in lieu of notice.

(3) In the event that OUC terminates the employment of employees under 30.2 (2) above, they shall be eligible for severance pay in accordance with the following table: (for incomplete years, severance shall be pro-rated).

<u>Years of Service</u>	<u>Months of Pay</u>
1	3
2	3
3	4
4	4
5	5
6 or more	6

(4) **Post Termination**

- (i) OUC, in consultation with the Administration Association, shall establish procedures to cover employees on continuing appointment who are terminated for reasons of redundancy or shortage of funds.
- (ii) The procedure shall apply to the former employee for a twelve month period following the date of termination provided the former employee does not decline an offer of a continuing appointment.
- (iii) If the former employee is re-employed in a continuing position within twelve months of the termination repayment of that portion of severance pay which exceeds one month's salary for each month of post termination shall be required.

(5) Upon request from an employee the President, or designate, may authorize leave with pay in lieu of any termination payouts.

30.3 **RETIREMENT**

(1) For purposes of this article, retirement shall not normally be accepted as a means of employees changing their employment status with OUC prior to age 55.

(2) Upon retirement, an employee shall be entitled to a cash payout equal to the accumulated sick leave to a maximum of sixty days, vacation benefits due for that year, plus any banked vacation days.

(Per Bill 66 effective January 1, 2003: Administrators & Excluded Staff hired after December 31, 2002 can no longer be paid out accumulated sick leave upon retirement). Note that re Administrators - accumulated sick leave and banked vacation prior to January 1, 2003 will still be paid out or take paid leave upon retirement.

(3) Upon retirement, employees shall be entitled to a cash payout in accordance with the following table: (in this case, payments would not be prorated.)

<u>Full Years of Service</u>	<u>Months of Payment</u>
0 - 4	0
5 - 9	3
10 +	6

(4) Upon request from an employee the President, or designate, shall authorize leave with pay in lieu of any retirement payouts.

(5) **Early Retirement Incentive Plan**

- (i) The purpose of the plan is to provide an incentive for early retirement where an employee and OUC consider there is benefit to each in the early retirement of the employee. The scheme is not intended to provide a benefit available at the sole discretion of the employee.
- (ii) Discussion of a proposed agreement may be initiated by OUC or the employee. Either party may at its discretion invite the Association to participate in the discussions.

- (iii) To be eligible for an early retirement allowance an employee must be age 55 or over and be on a continuing appointment at the time of retirement with at least ten years' service in a continuing appointment at OUC.
 - (iv) The proposed Agreement shall be open to the employee for acceptance or refusal for thirty days.
- 30.3 (5) (v) The Agreement shall be in writing and shall specify the early retirement date, the payment and payment plan.
- (vi) In the event of the death of the employee following the date of retirement, the balance of the allowance shall be paid in a lump sum to the estate of the deceased within thirty days.
 - (vii) The proposed Agreement, including the amount of allowance, shall be subject to approval by the OUC Board.

31. CENSURE/SUSPENSION/DISMISSAL

- 31.1 The President or designate may censure or suspend an employee for cause.
- 31.2 OUC shall not censure or suspend an employee without just and reasonable cause. OUC shall not dismiss a non-probationary employee without just and reasonable cause.
- 31.3 At an investigatory or disciplinary meeting, the employee has the right to have in attendance a representative from the Association.
- 31.4 OUC and the Association recognize the principle of progressive discipline, and accordingly an employee shall not normally be disciplined or dismissed without adequate warning and guidance towards necessary improvement.
- 31.5 Censure
- (1) The OUC President or designate may censure an employee indicating that dismissal may follow if the employee performance is not brought up to an acceptable standard by a given date.
 - (2) OUC shall give written particulars of the censure to the employee.
 - (3) Subject to clause 31.5(4), after a period of 24 months during which no further censures have been recorded, and upon a request in writing by the employee, all censures in an employees personnel record shall be removed and destroyed.
 - (4) In the case of a written censure issued as a result of a sexual harassment complaint, the censure shall be removed from personnel records and destroyed after a period of five years, upon a request in writing by the censured employee, and provided there are no further censurable infractions under this clause.
- 31.6 Suspension
- (1) The OUC President shall provide written notice of suspension to the employee at or before the time of suspension. Within two working days of the suspension, the OUC President shall provide, in writing, to the employee the reasons for the suspension.
 - (2) Suspension may be with or without salary.

31.7 Dismissal

The OUC President may recommend to the Board the dismissal of an employee. Notice of dismissal shall be given in writing to the employee at or before the time of dismissal.

32. REDRESS

32.1 Employees wishing to appeal any aspect of their employment may do so by submitting a written request to the President. The procedure outlined in the remainder of this article shall then be followed.

32.2 The President, within seven calendar days of receiving the written request under clause 32.1, will strike an advisory committee of review consisting of one member of OUC staff appointed by the employee concerned, one member of OUC staff selected by the President, one member of OUC staff who will be appointed by the other two members, who shall act as chair.

32.3 The Advisory Committee shall review the evidence upon which the President's decision was based. In the course of its review the Committee may interview individuals involved in any of the events concerned with the President's decision.

32.4 After reviewing the evidence and considering the circumstances and within thirty days of being struck, the Advisory Committee shall submit a written report to the employee who requested the review and to the President. This report shall recommend either support for the President's decision or a modification of the President's decision.

32.5 The President shall report the recommendations of the Advisory Committee to the OUC Board at the earliest possible date. The Board's decision shall be conveyed immediately by the President to the employee.

32.5 The action of the OUC Board shall be final.

APPENDIX A
Board Policy for Administrative Staff: Salary Scale

March 31, 1996

<u>Salary Band</u>	<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2	Dean Dean, Student Services Executive Director, Advancement	72,878	76,522	80,348		
3	Dean, University College Library	67,127	70,483	74,008		
4	Associate Dean Centre Director, Penticton Centre Director, Salmon Arm Centre Director, Vernon	63,015	66,166	69,474		
5	Director, Financial Services Director, Cooperative Education & Employment Services Director, Institutional Research and Planning Director, Physical Plant Director, Business Services Director, Computing and Media Services Registrar	53,429	56,100	58,905	61,851	64,943
6	Manager, Counselling and Disability Services Manager, Extension Services Manager, International Education Manager, Technology Access Centre Continuing Education Manager, Central Continuing Education Manager, North Continuing Education Manager, South	46,720	49,056	51,509	54,084	56,788
7	First Nations Education Coordinator	44,732	46,969	49,317	51,783	54,372
8	Admissions Officer Assistant Manager, Physical Plant Assistant Manager, Management Information Systems Assistant Manager, Operations and User Services Coordinator, Plant Operations Information Officer Manager, Materials Management Database Administrator	41,750	43,838	46,030	48,332	50,749
9	Centre Coordinator, Disability Services Clinical Placement Officer Community Relations Officer Manager, Conference Centre Institutional Analyst Manager, Food Services Occupational Health and Safety Advisor Program Administrator, Continuing Education Residence Life Coordinator Employee Relations Coordinator Facilities Project Coordinator Flexible Learning Access Coordinator Campaign Advisor	38,766	40,704	42,739	44,876	47,120
10	Admin Asst to President and Board Secretary	34,791	36,531	38,358	40,276	42,290
11	Administrative Assistant	30,317	31,833	33,425	35,096	36,851

APPENDIX A
Board Policy for Administrative Staff: Salary Scale

November 30, 1997

<u>Salary Band</u>	<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2	Dean Dean, Student Services Executive Director, Advancement	73,607	77,287	81,151		
3	Dean, University College Library	67,798	71,188	74,747		
4	Associate Dean Centre Director, Penticton Centre Director, Salmon Arm Centre Director, Vernon	63,645	66,827	70,168		
5	Director, Financial Services Director, Cooperative Education & Employment Services Director, Institutional Research and Planning Director, Physical Plant Director, Business Services Director, Computing and Media Services Registrar	53,963	56,661	59,494	62,469	65,592
6	Manager, Counselling and Disability Services Manager, Extension Services Manager, International Education Manager, Technology Access Centre Continuing Education Manager, Central Continuing Education Manager, North Continuing Education Manager, South	47,187	49,546	52,023	54,624	57,355
7	First Nations Education Coordinator	45,179	47,438	49,810	52,301	54,916
8	Admissions Officer Assistant Manager, Physical Plant Assistant Manager, Management Information Systems Assistant Manager, Operations and User Services Coordinator, Plant Operations Information Officer Manager, Materials Management Database Administrator	42,168	44,276	46,490	48,815	51,256
9	Centre Coordinator, Disability Services Clinical Placement Officer Community Relations Officer Manager, Conference Centre Institutional Analyst Manager, Food Services Occupational Health and Safety Advisor Program Administrator, Continuing Education Residence Life Coordinator Employee Relations Coordinator Facilities Project Coordinator Flexible Learning Assessment Coordinator Campaign Advisor	39,154	41,112	43,168	45,326	47,592
10	Admin Asst to President and Board Secretary	35,139	36,896	38,741	40,678	42,712
11	Administrative Assistant	30,620	32,151	33,759	35,447	37,219

APPENDIX B
OUC COLLEGE BOARD POLICY FOR ADMINISTRATIVE STAFF
SALARY SCALE ASSIGNMENTS
(to be updated)

<u>CATEGORY</u>	<u>SALARY BAND</u>
Administrative Assistant	11
Administrative Assistant to President & Board Secretary	10
Admissions Officer	8
Assistant Manager, Management Information Systems	8
Assistant Manager, Operations and User Services	8
Assistant Manager, Physical Plant	8
Associate Dean	4
Campaign Advisor	9
Centre Coordinator, Disability Services	9
Centre Director, Penticton	4
Centre Director, Salmon Arm	4
Centre Director, Vernon	4
Clinical Placement Officer	9
Community Relations Officer	9
Coordinator, Plant Operations	8
Database Administrator	8
Dean	2
Dean, Student Services	2
Dean, University College Library	3
Director, Business Services	5
Director, Computing and Media Services	5
Director, Cooperative Education and Employment Services	5
Director, Financial Services	5
Director, Institutional Research	5
Director, Physical Plant	5
Employee Relations Coordinator	9
Executive Director, Advancement	2
Facilities Project Coordinator	9
First Nations Education Coordinator	7
Flexible Learning Assessment Coordinator	9
Information Officer	8
Institutional Analyst	9
Manager, Conference Centre	9
Manager, Continuing Education South	6
Manager, Continuing Education North	6
Manager, Continuing Education Central	6
Manager, Counselling and Disability Services	6
Manager, Extension Services	6
Manager, Food Services	9
Manager, International Education	6
Manager, Materials Management	8
Manager, Technology Access Centre	6
Occupational Health and Safety Advisor	9
Program Administrator, Continuing Education	9
Registrar	5
Residence Life Coordinator	9

APPENDIX C
ACADEMIC APPOINTMENT FOR DEAN

For the administrative position of Dean, at the option of the incumbent or, the candidates in the case of a vacancy, will have the right to request an assessment subject to the provision of the appropriate Collective Agreement as to their eligibility to qualify for a college professor's or instructor's position. If qualified, the Dean's position shall have a full-time , continuing position of college professor or instructor attached to it. A Dean may elect to assume the position of college professor or instructor at the times and under the conditions specified below.

1. Appointment as Dean:

A Dean shall be appointed to a continuing administrative position.

2. Selection

A candidate for the administrative position of Dean shall be selected by the current selection process. In addition, the following shall apply for the determination of eligibility to be approved for an attached college professor or instructor's position:

2.1 subject to the appropriate collective agreement;

2.2 the Dean's vacancy posting will reflect the option of requesting eligibility of attaching a college professor position or instructor position;

2.3 Shortlisted candidates shall have the option of seeking an attached college professor or instructor's position in keeping with the following:

(1) Shortlisted candidates shall be notified that if they wish to be considered for an attached college professor or instructor's position they must make that request prior to the interviews.

(2) If requested under 2.3(1), an interview with the appropriate instructional department will be held at the same time as the administrative selection

(3) The appropriate instructional department will notify the President of the results.

(4) The selection committee is then free to make a choice between any candidate with knowledge as to implication re: college professor.

2.4 Incumbent Deans shall be given the same opportunity for an attached instructional position and the count for years of service under 3.1 shall start from the date of the Dean's appointment.

3. Transferring to the attached position of College Professor or Instructor:

3.1 The Dean may elect to assume an approved attached college professor or instructor position in accordance with the following provisions.

(1) at the end of the educational year after five years service as a Dean.

- 3.1 (2) at the end of the educational year after eight or more years service as a Dean.
 - 3.2 Only one (1) transfer per year will be approved under 3.1. Length of service to OUC will be used as the basis of selection if more than one request is received per year.
 - 3.3 A Dean who wishes to assume the attached position of college professor or instructor shall advise OUC in writing no later than July 1st of the calendar year preceding the calendar year in which the change will take place. The effective date of the change will be July 1st of the year following the request.
 - 3.4 A Dean who is not appointed from a position of college professor or instructor at OUC shall be placed on the applicable collective agreement seniority list for an appropriate area as of the initial date of appointment as Dean or the date of the attached appointment, whichever is later.
 - 3.5 A Dean who is appointed from a position of college professor or instructor at OUC after July 1, 1992 shall retain their original placement on the appropriate collective agreement seniority list.
 - 3.6 A Dean who assumes a position of college professor or instructor shall fulfil the normal probationary requirements for the instructional position. A Dean who was a college professor or instructor at OUC before becoming a Dean shall not have to repeat a probationary period for the instructional position provided a probationary period was completed previously.
4. Deans are encouraged to familiarize themselves with the terms and conditions stated in the BCGEU Vocational Instructors and/or the OUCFA collective agreement as they relate to the attached academic appointment for Dean.

APPENDIX D
JOB EVALUATION

1. OUC in consultation with the Administrators Association shall develop a job evaluation plan to provide a system of evaluating administrative positions.
 - 1.1 A joint committee consisting of representatives from OUC and the Administrators Association was formed November, 1995.
 - 1.2 A mutually acceptable firm (Chris Green & Associates) was engaged to coordinate the job evaluation process.
 - 1.3 The joint committee established the terms of reference, met with the designated firm, and selected a job evaluation plan.
 - 1.4 The joint committee shall evaluate all administrative positions and present a recommendation to the OUC President by May 31, 1997.
2. OUC, shall develop salary ranges and in consultation with the Administrators Association develop an implementation plan for the new classification bandings.
3. Upon completion of numbers 1 and 2 above, information shall be presented to all Administrative Staff and an opportunity shall be provided for employees to appeal their individual placement, and present supporting rationale, at a meeting with the joint Job Evaluation Committee.

DISCUSSED WITH ADMINISTRATORS:

DATE

Tom Landecker, Chair,
Okanagan University College Board

W. D. Bowering, President,
Okanagan University College

APPROVED BY OKANAGAN UNIVERSITY COLLEGE BOARD BY MINIMUM TWO-THIRDS MAJORITY:

DATE

Board Secretary

ADDENDUM

BILL 66, PUBLIC SECTOR EMPLOYERS AMENDMENT ACT, 2002

What is the *Public Sector Employers Act*?

Statutory provisions of the *Public Sector Employers Act* apply to excluded and executive compensation practices in British Columbia's Public Sector (<http://www.psec.gov.bc.ca>). In particular the *Public Sector Employers Act* addresses:

- Compensation plans
- Severance standards including accrual of vacation and sick leave.

Who does this apply to?

The *Public Sector Employers Act* applies to all employees in the public sector who are excluded from membership in a bargaining unit (exempt employees). At Okanagan College, exempt (excluded and executive) employees include all Senior Management, Administrators and Excluded Support Staff.

What is Bill 66?

On October 21, 2002, the provincial government introduced Bill 66,

Public Sector Employers Amendment Act 2002, which included amendments to both the *Public Sector Employers' Act* and the *Employment Termination Standards Regulation* (ETS).

Bill 66 introduced a new set of rules for public sector exempt compensation practices and reduced severance and accumulated benefit payments and ensured that all contracts must be fully disclosed.

You may access Bill 66 at (http://www.leg.bc.ca/37th3rd/3rd_read/gov66-3.htm).

What areas of the *Public Sector Employers Act* did Bill 66 change?

The *Public Sector Employers Act* changed in five (5) major areas:

1. Exempt Compensation Plans

Effective March 31, 2003, all public sector employers must provide Public Sector Employer's Council (PSEC) with copies of contracts of employment and other information for its exempt employees for the purpose of monitoring compliance with employment compensation standards and employment termination standards.

2. Vacation and Sick Leave Benefits

Vacation: effective January 1, 2003 the *Public Sector Employers Act* prohibits the banking, accumulation, carry forward, or payout of any unused vacation leave, beyond the year in which it is entitled to be taken. The new rules specify that unused vacation leave may be carried over to the year following when it was accumulated however it must be used before the end of that year.

However, employees who have previously accumulated banked vacation time prior to January 1, 2003, will not lose that time; it will be paid out under the previous rules under which it was accumulated prior to December 31, 2002.

Carry forward provisions for unused vacation entitlement will remain the same as outlined in the provisions of the Board policy governing your employment at Okanagan College.

Sick Leave: effective January 1, 2003, the *Public Sector Employers Act* prohibits employees being paid out for any unused sick leave. Employees who are entitled to sick leave under their employment contract

may accumulate or carry forward unused sick days, but can only use them in future years if they are sick; i.e., sick leave can only be used for the purpose of illness. It cannot be used for any other purpose, nor can employees be paid out their banked sick days upon termination, resignation, or retirement.

However, employees who have accumulated sick leave time, prior to January 1, 2003, will not lose that time; it may still be paid out based on the previous rules under which it was accumulated prior to December 31, 2002.

3. Employment Termination Standards

The maximum amount of severance payable has been reduced from 24 to 18 months for all exempt employees.

4. Filing and Disclosure of Contract Information

Employers must provide all compensation-related contract information for senior employees earning a base salary of \$125,000 or more a year to Public Sector Employer's Council (PSEC).

5. Compliance

After the October 21, 2002 effective date, if a person accepts money or receives a benefit from a public sector employer that exceeds the amount or benefit permitted, the excess money or cost to the employer of the benefit is a debt that is payable to the government by the person who received the amount or benefit.

You may access additional information and frequently asked questions in "*A Guide to Excluded and Executive Compensation in the British Columbia Public Sector*" at

http://www.aved.gov.bc.ca/psec/documents/executive_compensation_guide.pdf