

# **Okanagan College**

## **Terms and Conditions of Employment for Exempt & Excluded Employees**

**August 28 2023**

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## 1. Introduction

This document sets out the working conditions for excluded and exempt employees at Okanagan College. This document supersedes all previous policies and terms and conditions, except for terms and conditions contained in any individual written employment agreements. If there is a direct conflict between this document and a written employment agreement between an exempt employee and the College, the written employment agreement shall prevail. Okanagan College is committed to administering terms and conditions of employment applicable to exempt & excluded employees in a fair and equitable manner. Throughout the document reference to "exempt" employees also includes excluded employees.

## 2. Revisions

These terms and conditions will be reviewed as necessary, and all revisions will be appropriately communicated to the Board and to exempt employees.

## 3. Conduct Standards

All employees shall conduct themselves in accordance with Okanagan Colleges Code of Ethical Practices.

## 4. Policies and Procedures

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

## 5. Appointment Categories

At the discretion of the College, an exempt employee shall be appointed either on a full-time or part-time basis to one of the following appointment categories:

- Continuing - an appointment for an indefinite period; or,
- Term - an appointment for a specified period.

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

- Senior Manager – VP's, AVP's, Deans, Directors, the Registrar, and Associate Deans
- Administrator – Associate Directors, Managerial and professional/technical employees who are neither Senior Managers nor Excluded Support Staff.
- Excluded Support Employees – Various administrative roles that support Senior Managers and Administrators, or that deal with confidential information.

## 6. Recruitment and Selection

The decision on the selection, and appointment of an exempt employee is made by the President, or the applicable Senior Manager.

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.

## 7. Probation

The following conditions apply to probationary employees:

- *Duration* – New employees or existing employees on a continuing or term appointment hired into a new role will normally be required to complete a probationary period of twelve (12) months.

- *Evaluation* – The College will evaluate the new employee prior to the expiration of the probationary period.
- Employees who successfully complete the 12-month probationary period are eligible to be considered for a probationary increase as detailed in the College’s Exempt Employee Compensation and Classification Procedure. The probationary increase will be effective on the Employee’s anniversary date of their appointment to their probationary position.
- *Unsuccessful Completion of Probation* – If the College determines, at its sole discretion, that a probationary Employee’s performance is unsatisfactory, or that they are unsuitable for ongoing employment, the College may terminate the Employee’s employment at any time during the probationary period. If an employee is terminated during the probationary period, the employee shall only be entitled to the amount of notice or severance compensation required by the *Employment Standards Act*. If the employee is terminated for just cause during the probationary period, then no notice or severance compensation will be paid. Termination of an exempt Employee requires the approval of the President.
- *Right to Return to a Bargaining Unit* – Employees who do not successfully complete probation, but who have the right to return to a bargaining unit position shall return to the bargaining unit consistent with the terms of the applicable college agreement. This right is lost if the employee has been terminated for cause.
- *Secondments or temporary appointments* – The College does not normally support probationary employees taking a temporary assignment during the probationary period.

## **8. Salary Structure**

A salary structure for exempt employees is outlined in the College’s Exempt Employee Compensation & Classification Procedure. The salary structure is reviewed annually by the Executive. It is at the sole discretion of the College as to whether the Salary Grids are adjusted because of such a review. The following principles also apply to determining the compensation applicable to an exempt Employee:

- Initial Salary Placement - A new exempt Employee’s initial placement on the applicable salary range for their position is determined by the applicable budget manager. Initial placement will be based on the exempt Employee’s experience and qualifications, and internal equity considerations.
- Performance-Based Increases - Exempt Employees who are below the maximum of the salary grid will be considered for an annual salary increase provided the Employee receives a performance rating that supports a performance-based increase, and provided that the College has the financial resources to provide for such increases.
- Pay Equity Adjustment - Circumstances may require the college to address compression or inversion issues between exempt employees and their directly supervised bargaining unit employees. A premium differential of up to 15% of the bargaining unit, top of grid, rate of pay may be established where there is a direct supervisory role. Under these circumstances it is possible that the exempt Employee’s salary may exceed the range maximum for their job.

## **9. Classification, Reclassification and Appeals**

The classification and reclassification process for exempt employees is outlined in the College’s Exempt Employee Compensation and Classification Procedure.

## 10. Stipends

The Exempt Employee Compensation & Classification Procedure details the levels and the process relating to the following stipends:

- i. Occupational First Aid - Eligible exempt Employees who are assigned by the College to take on the additional duties of an Occupational First Aid attendant and are required to hold a valid Occupational First Aid attendant's certificate will be paid a stipend for the additional duties.
- ii. Additional Duties – Exempt employees who are assigned significant additional duties may be eligible for a temporary stipend. Such stipends are not intended to cover volume of work, rather they are intended to provide recognition to the employee of their commitment to the College in going significantly over and above the normal responsibilities of their job. Additional work over and above the Employee's regular duties must have been assigned to the employee and could include such things as project work outside the normal scope of the job. Such payments should not normally exceed 12-months duration.

## 11. Hours of Work

**Senior Managers and Administrators** - Hours of work for senior managers and administrators vary depending on the nature of the position occupied and the College's operational needs. Senior managers and administrators are expected to work the hours that are required to meet their obligations to the College. Full-time senior managers and administrators normally work thirty-five (35) hours per week, Monday through Friday, but additional hours and flexibility are required from time to time. Senior managers and administrators are paid a salary in return for all hours worked on behalf of the College. They are not eligible for overtime pay. Upon the recommendation of a Senior Manager the applicable VP or President may, at their sole discretion, grant additional management leave with pay over and above the Employee's annual vacation entitlement, in recognition of excessive hours of work and/or travel.

**Excluded Support Staff** - 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. Provided overtime is approved in writing in advance by the immediate manager, 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 in accordance with the provisions of the *Employment Standards Act* and College's Exempt Employee's Compensation & Classification Procedure.

## 12. Vacation

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

- Employees with Less than Five Years' Service - twenty-five (25) working days
- Employees with More than Five Years' Service - thirty (30) working days

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

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

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 provisions of the *Employment Standards Act*. When the term appointment is extended beyond a six-month term period, then the employee will become eligible for vacation accrual as detailed above.

Employees seconded from a bargaining unit into a term appointment and who are eligible for vacation accrual in their regular role will continue to accrue vacation based on their service eligibility as detailed above.

**Vacation Scheduling and Carryover:**

- Requests to schedule annual vacation shall be submitted by employees to their immediate manager for approval.
- The maximum amount of carryover from one vacation year to the next shall be ten (10) days.
- Except as specifically authorized by the applicable President, VP, AVP, Dean, Registrar, or Director on, vacation carry over cannot exceed 25 days for those entitled to 25 days' vacation or 30 days for those entitled to 30 days' vacation.
- 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.

*Vacation Banked Prior to December 31, 2002* - 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 of December 31, 2002, may use such banked vacation days either by taking up to a maximum of 20 days of additional paid vacation in any given year, subject to approval by the Employee's immediate manager; or using such days to fund a pre-retirement leave upon retirement.

Accrued vacation days shall not be paid out in cash except upon employment termination. Senior Managers will ensure that the minimum vacation leave, as established in the *Employment Standards Act*, has been taken by employees in the vacation year.

Employees who become sick during a vacation must notify their manager immediately and will be required to produce a contemporaneous medical note. In these circumstances the applicable vacation days may be converted to sick leave if approved by the manager.

**13. Statutory Holidays**

Designated statutory 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.

The following practices will be followed with respect to Statutory Holidays:

- Designated Holidays Falling on a Saturday - When any of the designated holidays 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.

- Designated Holidays Falling on a Sunday - When any of the designated holidays falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday, or Tuesday, shall be deemed to be the holiday.
- Designated Holidays for Full-Time Employees - Employees on full-time continuing and full-time term appointments shall receive a day off with pay for designated holidays.
- Designated Holidays for Part-Time Employees - Employees on part-time appointments shall be eligible for Statutory Holiday pay in accordance with the provisions of the *Employment Standards Act*.
- Work Performed on Designated Holidays - If an 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*.

#### 14. Professional Development

Performance plans for exempt employees shall be developed, and performance reviews shall be conducted, consistent with College procedures. Performance plans and reviews shall be based on clearly defined objectives, College priorities, performance criteria, time boundaries and accomplishments. The Exempt Employee Professional Development Procedure sets out the detailed eligibility requirements, processes and supports available to exempt employees for professional development.

In addition to the above the specific provisions apply:

- i. **Senior Managers** – The College will assist in the professional development of senior managers on continuing appointments or full-time term appointments of a minimum of six (6) months duration by making an amount available annually for professional development in each senior manager’s operational budget.
- ii. **Administrators** - The College will maintain a Professional Development Fund and a Career Development Fund for Administrators to which the College shall make annual contributions based on the percentages of the regular salary of eligible administrators, as follows:
  - Professional development percentage 1.725%. Professional development describes activities intended to assist an administrator to achieve their performance expectations, role responsibilities and objectives. The activities are related to job skills, knowledge, and competencies necessary to assist the administrator in their current job.
  - Career development percentage 1.0%. Career Development describes activities intended to contribute to the development of individual skills which enhance the capacity of the College. Career development is part of a deliberate process of identifying the skills, interests and knowledge required for advancement within the College.
  - Unused funds at the end of each fiscal year shall not be carried forward.
- iii. **Excluded Support** – The College will maintain a Professional Development Fund to assist excluded support employees to 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. Excluded support employees who are selected by the College 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 does not apply to the maintenance of certificates and/or credentials which are conditions of employment.

## 15. Benefits

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 College's 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.

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. Employees from a bargaining unit in a term appointment who are eligible in their regular appointment will also receive the exempt employee benefits listed below.

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

- Extended Health Care
- Dental Plan
- Life Insurance
- Accidental Death & Dismemberment (AD&D)

With effect from August 28, 2023, premiums for Long Term Disability Insurance (LTD) for exempt employees are paid by the employer.

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.

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

The College will continue benefit coverage for exempt employees who are eligible for benefits and are granted a leave of absence without pay of less than 30 days.

Exempt employees who are eligible for benefits, and who are granted approval for a leave of absence without pay of greater than 30 days, shall have the option of maintaining their health and welfare benefit coverage while they are on leave, in accordance with the benefit plan, provided that the employee pays the College 100% of the cost of such benefits prior to the commencement of the leave or agrees to a method of payment for the monthly premiums prior to commencement of the leave.

## 16. Pension

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

Exempt employees in salary grids 1 to 6 who become eligible for pension benefits shall be members of the Municipal Pension Plan.

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



## **17. Sick Leave**

Sick leave is the period during which 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*.

All exempt employees will be provided with at least five (5) days of paid personal illness and injury leave (sick leave) each calendar year, once they have completed ninety (90) consecutive days of employment, if they have not already accrued equivalent or greater sick leave credits under other parts of this article.

Employees that have exhausted their paid sick leave banks but, under present circumstances, are eligible to continue to accrue sick leave over the next 4 months, will be permitted, each calendar year, to borrow up to five (5) days sick leave with pay from their future sick leave credits should they meet the requirements to qualify for sick leave under the *Employment Standards Act*.

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. Employees from a bargaining unit in a term appointment who are eligible in their regular appointment will accrue sick leave.

Sick leave shall accrue for eligible full-time exempt employees based on one- and one-half 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.

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).

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

Exempt employees claiming sick leave, or who are on a medical leave of absence without pay, 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, 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 Employee's physician opts to charge for the completion of the form, it shall be at the Employee's expense.

The College may require an 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.

## **18. Use of Sick Leave for Illness in the Immediate Family**

"Immediate family" is defined as an Employee's father, mother, spouse, 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.

In the case of illness of an immediate family member, where no one other than the employee can provide for the needs of the ill person, the employee shall be allowed, on the approval of the immediate manager, to use the 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 Employee's personal sick leave.

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 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.

### **19. Long Term Disability**

Where an eligible 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 occurs first.

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.

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.

Employees who are eligible for health and welfare benefits, and who are on LTD, shall be covered by the health and welfare benefits for the first 24 months from the date on which they receive compensation under the Long-Term Disability Plan.

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 provided that the employee pays the College 100% of the monthly premiums for such benefits.

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 they received compensation under the LTD Plan shall be reinstated by the College in their 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.

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.

An exempt employee who is terminated 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.

## **20. Pregnancy, Parental and Adoption Leave**

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

### **Available Leaves:**

- Pregnancy Leave shall be granted at any time chosen by the pregnant employee during the thirteen (13) 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.
- Parental Leave can be taken in addition to pregnancy leave. A pregnant employee who takes pregnancy leave is entitled to up to 61 weeks of parental leave without pay following the birth of the child. A parent, other than an adopting parent who does not take pregnancy leave is entitled to 62 consecutive weeks of parental leave of absence without pay, beginning after the child's birth and within 78 weeks after that event. The parental leave can be taken by either parent or shared between them both but must begin immediately after the end of the pregnancy leave. If the employee is appointed to a term appointment, parental leave will be until the expiry of their term appointment, whichever is shorter, beginning immediately after the end of the pregnancy leave. The total number of weeks of pregnancy and parental leave, without pay for a pregnant employee is limited to 78 weeks, plus a further parental leave without pay, of up to five additional weeks, will be granted to either the pregnant employee or their partner (the parent who does not take the pregnancy leave) where the child is certified by a medical practitioner to be suffering from a physical, psychological or emotional condition.
- *Adoption Leave* – for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the adoptive parent. Further parental leave without pay, of up to five additional weeks, will be granted where the child is certified by a medical practitioner to be suffering from a physical, psychological or emotional condition.
- *Additional Leave* - Exempt employees (pregnant employee, parent or adoptive parent) may apply to their immediate manager for an additional period of unpaid leave up to, but not exceeding, twenty-seven (27) weeks, 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
- Employees shall give as much notice as possible before taking pregnancy, parental or adoption leave, but in any event shall provide no less than four (4) weeks' 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.

### **Supplemental Employment Benefit (SEB) while on Pregnancy and/or Parental Leave or Adoption Leave:**

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

- The 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 as detailed in the Return-to-Work section below.
- The employee must provide the Financial Services Department with proof of application for and receipt of Employment Insurance benefits.

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 pregnancy or parental leave as follows:

- For the first two (2) weeks of pregnancy leave under section, the pregnant employee shall receive one hundred percent (100%) of their salary calculated on their average base salary.
- For a maximum of fifteen (15) additional weeks of pregnancy leave, the pregnant employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of their salary calculated on their average base salary.
- For up to a maximum of thirty-five (35) weeks of parental leave, the pregnant employee shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of their salary calculated on their average base salary.
- For up to a maximum of thirty-seven (37) weeks of approved parental or adoption leave, their partner, birth father, 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 their average base salary.
- Pursuant to the SEB plan, for those who opt for extended parental or adoption leave, the extended parental leave allowance will consist of a maximum of 62 weekly payments equivalent to the overall amount the employee would have received with 37 weekly payments calculated under the standard parental leave allowance.
- An eligible employee on a term appointment shall receive the SEB benefit until to the expiry date of their term appointment, or end of the SEB entitlement period, whichever is less.
- The SEB is based on the average base salary of the employee (excluding overtime, stipends or other non-base salary payments) for the twenty-six (26) weeks preceding the pregnancy, parental or adoption 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.
- An employee is not entitled to receive the SEB and disability benefits concurrently.
- If an employee is disentitled or disqualified from Employment Insurance pregnancy, parental or adoption leave benefits, the exempt employee shall not receive the SEB allowance.

#### **Health and Welfare Benefits:**

The College shall pay the premiums to continue an exempt Employee's health and welfare benefits during approved pregnancy, parental and adoption leaves. The College payment of premiums occurs only during the period when an employee is in receipt of the Supplementary Employment Benefit (SEB).

Employees may continue to receive coverage under the College's health and welfare benefit plans during the period of an additional leaves that are not eligible for SEB provided the employee pays 100% of the premium costs by an agreed to method of payment that is due at the beginning of each month for which benefits will be continued.

#### **Accrual and carry over of Vacation and Sick Leave:**

Employees shall continue to accrue vacation and sick leave during approved pregnancy, parental and adoption leaves. Accrual of vacation and sick leave only occurs during the period when an employee is in receipt of the Supplementary Employment Benefit (SEB).

**Vacation:**

Vacation accrued prior to the commencement of the leave and accrued during the leave will be automatically carried over and the limit for vacation carryover detailed in section 20 will not apply.

**Return to Work:**

Employees who have continuing appointments, or term appointments which have not expired, shall resume the position held prior to their pregnancy and/or parental leave and adoption leave or shall be assigned a comparable position. The employee shall not be disadvantaged in service, or benefits for the period of the pregnancy, and/or parental leave or adoption leave. As detailed in Section 13, as all salary adjustments are performance based, employees who are on an extended leave for a portion of the assessment period will only receive a performance-based increase if they have worked for six-months or more of the assessment period.

An 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 and benefit premiums on a pro-rata basis. This reimbursement shall be made by the employee and/or deducted from the Employee's final pay cheque.

**21. Bereavement Leave**

In the case of bereavement in the immediate family and with approval from the immediate manager, 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.

"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.

With approval from the immediate manager, 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.

For self identifying Indigenous employees, all the provisions of bereavement leave will also be granted for the passing of an Elder close to them and/or the community, as well as any individual the employee considers a close family member consistent with the cultural norms of their community (e.g., aunt, uncle).

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 manager with proof of bereavement. Where sufficient proof is provided, exempt employees shall receive a day or days off in accordance up to a maximum of five working days to compensate for bereavement leave taken during their vacation.

**22. Special Leaves with Pay**

Exempt employees may apply to their immediate manager to be granted a one- day special leave with pay and benefits for:

- Attendance at the Employee's citizenship hearing; or,
- Birth or adoption of the Employee's child; or,

- Serious household or domestic emergency (e.g. floods, fire, vandalism or an accident involving the Employee's spouse or child);

Leaves of absence for all the reasons listed above shall not exceed three (3) days in any calendar year. In addition, the following paid special leave is also available:

- Domestic or sexual violence leave of up to five days paid leave as per the provisions of the *Employment Standards Act*.

### **23. Indigenous Leave for Ceremonial, Cultural or Spiritual Events**

A self-identifying Indigenous employee may request up to two (2) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. A ceremonial, cultural, or spiritual event includes any event that is significant to a self-identifying Indigenous Employee's cultural practices. Examples of significant cultural events include, but are not limited to, Hoobiye, Powwows, Sundance, sweat lodge ceremony, coming of age events, feasts, traditional food gathering, or ceremonies held following a significant family event. Leave under this provision is in addition to an Indigenous Employee's entitlement to leave under Bereavement Leave. Where a self-identifying Indigenous employee requires more than two (2) days of leave for a ceremonial, cultural, or spiritual event, the leave shall not be unreasonably denied. This additional leave is unpaid, however, and an employee may draw from their available vacation and overtime banks, as applicable.

### **24. General Unpaid Leaves**

Employees may apply to their immediate manager for a general unpaid leave of absence. In determining if the Leave can be approved the manager will give consideration shall be given to the College's operational requirements and any satisfactory replacement arrangements being made.

### **25. Other Legislated Unpaid Leaves**

Please refer the *Employment Standard Act* for additional information regarding the following leaves:

- **Compassionate Care Leave of Absence** - Exempt employees are entitled to unpaid compassionate care leave of up to twenty-seven (27) weeks within a fifty-two (52) period, to provide care and support to a member of the Employee's immediate family, in situations where that person is gravely ill with a significant risk of death within twenty-six (26) weeks. To qualify for this leave, employees must provide a certificate from a medical practitioner or nurse practitioner stating that the immediate family has a serious medical condition with a significant risk of death within twenty-six (26) weeks. The *Employment Standards Act* defines immediate family.
- **Leave Respecting the Disappearance of a Child** – An exempt employee is entitled to up to fifty-two (52) weeks of unpaid leave due to a crime-related disappearance of their child, under the age of 19. The employee may take the leave in a single block of time, or multiple blocks of time with the College's approval. The leave must end no later than fifty-three (53) weeks following the disappearance.
- **Leave Respecting the Death of a Child** – An exempt employee is entitled to up to one hundred and four (104) weeks of unpaid leave in the event their child under the age of 19 dies. An employee may take the leave in a single block of time or multiple blocks of time with the College's consent. The leave may start no earlier than the date of the death and end no later than one hundred and five (105) weeks following the start date.
- **Reservists Leave** – An employee who is a member of the reserve force is entitled to unpaid leave as per the provisions of the *Employment Standards Act*.

- **Leave for Domestic or Sexual Violence** – In addition to the five (5) days of paid leave and employee may take up to an additional twenty (20) weeks of unpaid leave. The employee may take the leave in a single block of time, or multiple blocks of time with the College's approval.
- **Benefits while on an unpaid leave** - The exempt Employee's Health and Welfare benefit coverage will continue for the duration of the unpaid legislated leave and the premium payment shall be on the same basis as if the employee were not on leave, provided the employee chooses to pay their share of the cost (where applicable). Where an employee elects to purchase pensionable service by paying the employee portion of the pension contribution for part or all the duration of the leave, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.

## **26. Jury Duty and Court Appearances**

An 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 either the President or the Senior Manager as applicable to the position.

Employees who are required to attend court shall remit to the College all monies paid to them except for travel and meal expenses not reimbursed by the College.

Where 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 Employee's employment.

Where 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 manager may grant leave without pay, or vacation leave.

## **27. Memberships**

At its discretion, the College may pay membership fees for employees to belong to organizations which are of a professional nature and directly related to the Employee's work for the College. Employees on continuing appointments and term appointments that are greater than six (6) months may apply to their immediate manager for approval for the payment of such membership fees.

## **28. Relocation Expenses when Transferring to Another Campus**

Employees on continuing appointments shall be considered as transferring when the College assigns an 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. If the transfer is at the request of the employee, no relocation expenses shall be paid by the College.

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. The distance between the employee's new and old residence must be greater than 40 Kilometres to qualify for this entitlement. The maximum that would be payable to an employee under these circumstances is \$7,850 and the employee will be required to provide receipts.

The relocation of 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 available.

**29. Political Activities**

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

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

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

An employee who is elected to full-time Federal or Provincial office shall apply to their immediate manager 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 applicable Senior Manager, however service will not continue to accrue for such subsequent leaves of absence.

An employee who wishes to return to work with the College from a leave under this section shall provide their immediate manager with three (3) months’ notice of their expected date of return.

**30. Retirement Notice**

Employees may retire and terminate their employment with the College at age 55 or older by giving written notice of retirement to their immediate manager as follows:

- At least six (6) months’ notice for Senior Managers
- At least three (3) months’ notice for all other employees

The required notice period may be reduced in special circumstances, with the written approval of the applicable VP, AVP, Dean or Director.

Upon retirement, a continuing employee shall receive a pay out for all vacation days earned and not yet taken, subject to the provisions of the *Public Sector Employers Act*.

**31. Retirement Allowance**

Existing employees as of January 1<sup>st</sup>, 2023, are eligible for a retirement allowance, and the retirement allowance is only payable if the employee has provided the applicable notice of retirement and will be applying for and receiving the applicable College Pension or Municipal on retirement Pension that corresponds to the pension plan that is applicable to the position from which they are retiring. Eligible employees 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</u> College	<u>Months of Payment</u>
0 – 4	0
5 – 9	3
10+	6

Employees who were employed prior to December 31, 2002, shall receive a cash pay-out for the following:



- The balance of the 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 employee on or before the Employee's retirement date.
- The balance of the 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 employee on or before the Employee's retirement date.

### 32. Resignation

Exempt employees who voluntarily resign from employment with the College are required to give the following minimum notice to their immediate manager:

Senior Managers:	Three months
Administrators:	Two months
Excluded Support staff:	One month

Upon resignation, a continuing employee shall receive a pay out for all vacation days earned and not yet taken, subject to the provisions of the *Public Sector Employers Act*.

The required notice period may be reduced in special circumstances, with the written approval of the applicable President, VP, AVP, Dean, Registrar, or Director.

### 33. Termination

The College may terminate the employment of an exempt employee at any time:

- i. For just cause, without any notice, pay in lieu of notice or severance compensation.
- ii. Without cause, by providing the employee with reasonable working notice of such termination (the "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*. During the Notice Period the College, at its sole discretion may:

- require the employee to continue with their duties, assignments, tasks or projects;
- assign the 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 Employee's ability and responsibility at the time of the assignment and the employee is not required to relocate unreasonably; or
- excuse the employee from performing all or part of their 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.

The College, at its sole discretion, may elect to provide an 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.

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 a contract for services with a public sector employer individually, or through a sole proprietorship, partnership, or corporation. Upon notification under this section the College shall:

- Cease any further periodic severance payments, if the employee is re-employed at the same or greater level of compensation as their former compensation level; or
- 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 employee is re-employed at a lower level of compensation; or
- Send a notice of collection to the terminated employee requesting repayment of any portion of their 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.

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

#### **34. End of Term Appointments**

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 paragraph 33, and the employee shall not be entitled to any notice of termination, pay in lieu of notice or severance compensation.

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.

#### **35. Death in Service**

In the event of the death of an employee, the Employee's estate, shall receive payment of the full month's salary of the deceased irrespective of the day in the month that the exempt employee died; and 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*.

#### **36. Job Action**

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. 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.

### **37. Confidentiality**

Exempt employees are granted access to and entrusted with confidential information in the course of their employment with the College. "Confidential Information" means information disclosed to, used by, developed by, or made known to an employee in the course of their employment with the College, which is not generally known by persons outside the College including, but not limited to, information (printed, electronic or otherwise) pertaining to the College's past, present, future and contemplated students, business partners, employees, assets, operations, practices, methods, facilities, equipment, technology, research, marketing methods or strategies, finances, inventions, routines, policies, procedures and intellectual property. Employees must not, except as required by law, either during their employment with the College or at any time thereafter, directly or indirectly, by any means whatsoever, divulge, furnish, provide access to, or use for any purpose other than the purposes of the College, any Confidential Information.

### **38. Dispute Resolution Procedure**

Except for matters related to classification and reclassification, employees may raise a concern about any employment issue related to their terms and conditions with their immediate manager. If the matter is not resolved, the employee, the immediate manager, or both, shall discuss the matter with the AVP, People Services or designate. The AVP, People Services or designate shall attempt to facilitate a resolution to the issue.

If the AVP, People Services or designate is unable to facilitate resolution of the issue, the exempt employee may submit a written appeal to the AVP, People Services. The written appeal will be considered by a committee comprised of three members of the Executive Committee, and other senior managers appropriate to the circumstances as the committee determines. The Committee shall render a decision on the issue, which shall be final and binding. Pursuant to section 37 of the *College and Institute Act*, an employee who is suspended for just cause has a right of appeal to the Board of Governors. An employee terminated for just cause may appeal their termination to the Board of Governors.

### **39. Indemnification**

Where an action is brought against an employee for anything done or omitted to be done in the course of their employment with Okanagan College and the College obtains a legal opinion that the employee conduct was within their 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 defence and any settlement reached or judgment awarded.