Terms and Conditions of Employment for Exempt Employees

CAMOSUN COLLEGE
TERMS AND CONDITIONS OF EMPLOYMENT FOR EXEMPT EMPLOYEES

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TERMS AND CONDITIONS OF EMPLOYMENT FOR EXEMPT EMPLOYEES

The principal Terms and Conditions of Employment for Exempt employees ("Terms and Conditions") so designated by the College are set out in this document.

SCOPE

These Terms and Conditions (ie. as revised as of February 1, 2022) replace any and all prior Terms and Conditions in regard to all employees hired by the College as Exempt employees.

In the event of a conflict between these Terms and Conditions and College policies, the provisions of the Terms and Conditions shall apply. Substantive changes to the Terms and Conditions shall only be implemented after appropriate approvals are obtained.

It is the College's intention to provide parity, wherever possible, with the Terms and Conditions to those employees within the College's bargaining units. Where not expressly detailed in these Terms and Conditions, clarification will be sought through Human Resources.

CONFIDENTIALITY

Exempt employees must not reveal or divulge confidential information received during the course of their employment.

STANDARDS OF CONDUCT

All Exempt employees shall conduct themselves in full accordance with Camosun's Standards of Conduct policy.

COMPENSATION AND JOB CLASSIFICATION

Total Compensation Philosophy

The Total Compensation Philosophy outlines the College's compensation program which is intended to assist in recruiting, motivating and retaining a qualified management and exempt group, by providing tangible rewards to enable the College to attain its corporate goals and objectives. The College's compensation objectives are:

- to attract competent and capable management and exempt staff that share a passion for education;
- to assist in retaining the services of a high quality management and exempt group;
- to provide compensation that encourages superior performance;
- to promote individual and team performance and the overall achievement of the College's strategic plan;
- to provide fair and equitable compensation in accordance with the authority and accountability of the employee's position;

to assist the College in reinforcing its commitment to professional development for its exempt staff for succession planning, retention and other purposes.

The College's compensation practices follow these guiding principles:

- **Performance-Related**: Camosun College values the contribution of its entire exempt staff toward the attainment of its strategic and operating objectives and provides compensation that is commensurate with such contributions. The College's compensation program supports and promotes a performance-based organizational culture.

- **Differentiation and Flexibility**: a primary feature of the College's compensation program is to align individual managers and operating units with the College's overall strategy. Within a broad framework, the College's compensation program provides it with the necessary flexibility to make compensation decisions consistent with the need for internal equity, the variation in scope and authority for positions, as well as the need to adapt to changes in the external market.

- **Accountability**: the College makes its compensation decisions objectively using clear and well-documented rationale to ensure the appropriate expenditure of public funds.

- **Openness and Transparency**: the College communicates the basic principles and 'mechanics' of its compensation program in an open, honest and direct manner. This principle does not involve the distribution of specific market survey data, or making public personal and individual compensation information.

- **Affordability and Sustainability**: the College's total compensation programs are designed and administered in a fiscally responsible manner that ensures that costs are affordable and sustainable over time, and balanced against market

Camosun College follows PSEA's guidance in administering exempt compensation**.** The Exempt Compensation Framework is based upon benchmark jobs and salary surveys that provide market comparisons based on total compensation to ensure that compensation levels in the post-secondary sector are competitive within the broader public sector in BC and across Canada. Updated compensation surveys are regularly undertaken to ensure that the benchmarks and their pay bands reflect current market value. The reference salary ranges are based on the 50th percentile of the comparator group, with the ability to pay above the 50th percentile when appropriate subject to PSEA and/or PSEC approval. The salary reference ranges include provisions for an adequate range and spread of salary rates to reflect developmental, job standard, and above standard rates. Pay Band placement takes into consideration market value (control point) as well as internal equity and relativity.

Initial Exempt Salary and Progression on the Exempt Pay Scale

A salary pay band is assigned to each Exempt staff position (see Appendix B).

Upon hire, and in consultation with the Executive Director of Human Resources (ED of HR), employees will be placed within the appropriate salary pay band, not to exceed the control point. Initial placement of a new hire beyond the control point requires the recommendation of the appropriate College Executive Team ("CET") member, as well as approval of PSEA/PSEC.

Consistent with the Total Compensation Philosophy and the guiding principles of the College's compensation practice, an employee's actual performance of work will be reviewed on an annual basis to determine salary progression, including the amount of a potential salary increase. Employees may be

eligible for a salary increase based on their performance to the maximum of the salary pay band.

Effect of Leaves on Salary Progression

Where an employee is on leave during the performance year for a period greater than 3 months in duration, the employee's performance evaluation and potential eligibility for a performance increase will be extended by the length of such leave to ensure the College has sufficient opportunity to assess the employee's actual performance of work for the majority of the performance year. If the employee was on leave multiple times during the performance year, such leaves will be considered cumulatively as to whether the employee has been on leave for a period greater than 3 months in duration. The employee's anniversary date for future performance evaluations and the effective date for a potential performance increase will be extended by the total length of the leave(s).

Job Descriptions and Pay Bands

Under the responsibility of the appropriate CET member, each Exempt employee shall have a current job description on file. Responsibility for ensuring the job description is current is that of the person to whom the Exempt employee reports.

When a new Exempt position is created, a job description must be developed, authorized and submitted to HR for initial evaluation after which it must be endorsed by CET. The job description is then submitted to the Post-Secondary Employers' Association (PSEA) for final approval and pay band placement in accordance with the Sector's Compensation Framework for Exempt positions.

Reclassification

When the duties and responsibilities of an existing exempt position are significantly changed, reclassification requests may be submitted to the Human Resources (HR) Department. If a revised job description results in a change of pay band, CET endorsement must first be obtained. PSEA and/or PSEC approval is also required.

If the position is reclassified, the new classification shall normally be implemented retroactive to the date that the request was received by the Human Resources Department.

If a position is reclassified to a higher salary range, the incumbent may be eligible for an increase of up to 10% but must not exceed the control point of the new pay band. If the salary falls within the reclassified range, they will be eligible for salary progression to the maximum of the range, based upon satisfactory performance.

If a position is reclassified to a lower salary range and the exempt employee's current salary level is above the established salary maximum for that lower pay band, the exempt employee's salary will be protected at its current level; however the exempt employee shall not be eligible for further salary increases while their salary level is above the maximum of the salary range for the position.

Acting Positions

When an Exempt employee serves in a higher level Exempt position in an acting capacity for a period of more than 15 consecutive working days -- excluding summer coverage where the employee does not

normally assume the full responsibilities of the job -- and takes on the **substantive** duties of the position, they shall be paid a minimum of 15% more than their current rate of pay, not to exceed the control point of the acting position's pay band. Requests for acting pay are made in conjunction with the employee's Dean or Director and the ED of HR. If the acting employee is a member of a union or association, any applicable collective agreement language must be honored and they shall not actively participate in union activities or meetings during that time.

Occasionally, an Exempt employee may be required to temporarily assume the substantive duties of another Exempt position at a similar pay scale due to a delay in recruitment or covering an extended illness-related absence. When this occurs for a period of 15 consecutive working days or more, the employee may be entitled to a 10% temporary pay increase at the discretion of the employee's Dean or Director and with the approval of the ED of HR.

When the period of service in an acting capacity exceeds one year, the incumbent's eligibility for a performance increase will be assessed.

Time served in an acting Exempt employee capacity will be included in determining salary progression dates should the incumbent subsequently be appointed to the same Exempt position on a continuing basis, and may, at the President's discretion, reduce the probationary period in a subsequent continuing appointment.

No person asked to serve as an Exempt employee in an acting capacity will suffer a reduction in salary as a result of the appointment.

Salary on Promotion

Salary placement as a result of promotion through competition to a higher pay band will be determined by the ED of HR in consultation with the SLC member, or their designate. Salary on promotion may result in an increase of up to 10% of the employee's former salary but must not exceed the control point of the new salary pay band.

A lateral move consists of the reassignment of an exempt employee to a different position at the same salary pay band. No salary adjustment is applicable.

PROBATION

Employees appointed to an exempt continuing or term position shall be required to serve a probationary period of the equivalent of one year's continuous full time employment following the date of their appointment. Such time shall not include:

1. Any period not worked other than approved vacation or recognized holidays
2. Any period worked in any other position/capacity within the College

The purpose of the probationary period is to provide an opportunity for the College to determine whether the employee is suitable for ongoing employment in the exempt role. The standard for such suitability will be determined by the College.

Employees may progress within the pay band based on satisfactory performance only after successful completion of the probationary period.

If an Exempt employee, who has completed a probationary period, is subsequently appointed to another exempt position, which is judged by the appropriate CET member to be of equivalent responsibility and requiring similiar skills, the probationary period in the new position may be reduced or waived entirely, at the discretion of the CET member.

Unsuccessful Completion of Probation

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

Right to Return to a Bargaining Unit

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

PERFORMANCE APPRAISAL

Managers of Exempt employees will regularly monitor the performance of employees in Exempt positions. A performance appraisal process shall be completed for every Exempt employee on an annual basis, and will be used for determining salary progression.

HOURS OF WORK

Full time Exempt employees will normally be expected to be available during usual business hours, consistent with a 35-hour work week. However, it is recognized that organizational priorities often require flexibility in work hours, and on occasion demand additional hours to complete work assignments.

In those instances where evening or weekend work is regularly required, these times will be included in the regular work assignment, and the expected starting times adjusted so as not to require an unreasonable total work day or work week.

LEAVES

Paid Holidays and Vacation Leave Entitlement

Upon hire, continuing exempt employees shall be entitled to paid holidays as follows:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday,
- Victoria Day
- Canada Day
- British Columbia Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- Any other holiday proclaimed as a holiday by the Federal or Provincial Governments,

and an initial allocation of twenty-five (25) days annual vacation. Additional vacation days will be accrued for continuing exempt employees at a rate of two days for each year of service up to a maximum of thirty-seven (37) days total.

The above allocations will be pro-rated for continuing, part-time exempt employees.

Continuing exempt employees are also granted three (3) vacation days (equivalent to 21 hours for continuing, full-time exempt employees and prorated for continuing, part-time exempt employees) to be taken during Camosun's annual holiday closure between Christmas Day and New Year's Day. These days are given in addition to the vacation provisions and accrual process described above. **These three days (21 hours) cannot be banked, rescheduled or carried forward into the following calendar year.**

Vacation periods will be scheduled at a mutually agreeable time between the employee and the College.

Term Employees - in lieu of health and other benefits (including vacation and sick leave benefits), term employees shall receive an additional 16.8 percent of their basic pay to be paid bi-weekly. Term employees are entitled to payment for statutory holidays as set out in the *Employment Standards Act*.

Vacation Carry Over

With the approval of the employee's supervisor, an Exempt employee may carry over unused vacation entitlement, normally not to exceed a maximum of 15 days. Carry over will normally only be approved under exceptional circumstances such as a change in yearly workload, sickness or accumulation for a special planned holiday. The employee's supervisor must approve a plan for the use of carryover, plus all new vacation entitlement for the next year.

Non-Birth Parent Leave

At the time of birth or adoption of an employee's child, a continuing employee shall be entitled to two days parental leave with pay to attend to the birth or adoption. These days are to be taken within three months of the birth or adoption of the child. Any employee who is granted parental/adoption leave may not combine it with the provisions of this clause.

Family Illness

In the case of illness of a member of the **immediate family* of a continuing employee, when no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying their supervisor, up to a maximum of five days per year for this purpose.

Bereavement Leave

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Upon the death of a member of the **immediate family*, a continuing employee shall be granted an appropriate period of bereavement leave with pay. Supervisors shall not approve paid bereavement leaves that exceed five days, except in special circumstances and only after consultation with the Executive Director of Human Resources.

Life-Threatening Emergency Leave

In the case of a life-threatening emergency within the **immediate family* that requires an employee's attendance, a continuing employee shall be entitled, after notifying their supervisor, to use a maximum of five days leave with pay at any one time for this purpose.

****Definition of immediate family*** for the purpose of **Family Illness, Bereavement Leave, and Life-Threatening Emergency Leave** means: the exempt employee's parent, spouse, common-law spouse, fiance, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or any other relative who has been residing in the same household with the employee

WorkSafeBC

WorkSafeBC coverage is provided for all exempt employees. Where an employee is on a Claim recognized by WorksafeBC, the employee shall be entitled to leave, at their regular rate of salary, up to a maximum of one hundred twenty-six (126) workdays for any one (1) claim. Where an employee elects to claim leave with pay under this clause, the compensation payments received by the employee from the WorksafeBC, shall be remitted to the employer.

Court Appearances

Continuing exempt employees shall be granted leave with pay when summoned as a witness or juror provided that such action is not occasioned by the exempt employee's private affairs and provided that all pay in excess of travel and meal allowance is remitted to the College.

Public Office

Employees may seek election to municipal and school board offices, provided there is no conflict of interest and the duties of the office do not adversely affect the performance of the exempt employee at the College.

There are no restrictions on exempt employees engaging in political activities on their own time as campaign workers.

If nominated as a candidate for election, a continuing exempt employee shall be granted leave without pay to engage in the election campaign. If not elected, the exempt employee shall be allowed to return to their position at the College. If elected, the employee shall be granted, upon written request, leave of absence without pay to a maximum of five (5) years.

Leave of Absence Without Pay (Short Term)

Short term leave of absence without pay of up to 10 working days may be approved by the Exempt employee's direct supervisor.

Leave of Absence Without Pay (Long Term)

Long term leaves without pay may be approved by the employee's immediate supervisor, in consultation with the Executive Director HR, and in accordance with the following:

a) Such leave shall not normally exceed 12 months and only one such leave every five years may be granted;

b) The leave shall benefit the College as well as the employee, and shall not normally be granted to an employee to seek or engage in outside employment unless part of an exchange program;

c) The employee will be responsible for full payment of both the employee and employer shares of all benefit plans;

d) An employee's anniversary date shall be adjusted by the period of leave and any entitlements contingent thereon shall be adjusted accordingly;

e) Employees shall not accrue vacation or sick leave benefits while on leave;

f) All accrued vacation time must be used prior to the start of the leave.

Deferred Salary Leave

Exempt continuing employees may participate in the College's deferred salary leave plan. To take advantage of the Deferred Salary Leave, eligible employees must first submit a completed written application to the Executive Director, Human Resources, at least two months prior to the

commencement of the leave. Further details are available from the Human Resources office.

Other Legislated Leaves

Please refer to the BC Employment Standards Act for information regarding legislated leaves such as maternity leave, parental leave, compassionate care lave, leave respecting the disappearance of a child, leave respecting the death of a child, critical illness or injury leave, leave respecting domestic or sexual violence, and family responsibility leave.

HEALTH AND WELFARE BENEFITS

Continuing exempt employees who are employed by the College, along with their eligible dependents, are entitled to coverage under the group benefit plans that the College makes available, subject to the waiting periods, eligibility requirements and other conditions set out in applicable plan contract(s), plan booklets, as well as the "*Continuing Exempt Employees' Sick Leave and Short Term Disability Benefits Information Document*".

The College's group benefit plans currently include coverage for extended health, dental, group life insurance, accidental death and dismemberment, Employee and Family Assistance Program, sick leave, as well as short term and long term disability. Premiums for employees on less than full-time, continuing appointments will be shared on a prorated basis.

Details with respect to extended health, dental, group life insurance, accidental death and dismemberment, as well as long term disability can be located on the College's intranet in the online Benefit Booklet provided by the benefit carrier. Refer to the "Continuing Exempt Employees' Sick Leave and Short Term Disability Benefits Information Document" located on the College's intranet for details regarding sick leave and short term disability benefits. All decisions related to medical qualification for the payment of sick leave and short term disability are based on the recommendations from the College's claims adjudicator based on the medical information provided for each illness/disability. Decisions related to qualification for long term disability benefits is determined by the College's claims adjudicator based on the contractual provisions and medical information provided for each illness/disability.

In cases where a continuing exempt employee requires hospitalization or is seriously ill during their annual vacation period, the employee may apply to have the period of illness or hospitalization recorded as sick leave rather than vacation. A request of this nature must be supported by a certificate from a medical practitioner. The employee must inform the College of the claim as soon as possible during the vacation period.

The College reserves the right to amend, alter or vary the terms of the group benefit plan(s) and/or change group benefit provider(s) from time to time at its sole discretion. In the event this summary differs from the details provided in the plan booklets or the Continuing Exempt Employees' Sick Leave and Short Term Disability Benefits Information Document, the plan booklet and/or the Continuing Exempt Employees' Sick Leave and Short Term Disability Benefits Information Document will prevail.

SUPPLEMENTAL EMPLOYMENT BENEFIT ("SEB") WHILE ON MATERNITY AND/OR PARENTAL LEAVE

When on maternity or parental leave as defined by the Employment Standards Act, a continuing exempt employee, or a term exempt employee who also holds a continuing position within one of the College's bargaining units, may receive a supplemental payment added to Employment Insurance benefits as follows:

(a) For the first week of leave, an employee shall receive one hundred percent (100%) of their salary calculated on their average base salary.

(b) For a maximum of fifteen (15) additional weeks of maternity leave, the 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.

(c) For up to a maximum of thirty-five (35) weeks of parental leave, the biological, adoptive or legally recognized parent shall receive an amount equal to the difference between the Employment Insurance Standard Parental EI Benefits and eighty-five percent (85%) of the employee's salary calculated on their average base salary.

(d) If the biological, adoptive or legally recognized parent elects the Extended Parental EI Benefit, for a maximum of sixty-one (61) weeks the parent shall receive the same total SEB benefit amount received under (a) above when the employee opts for the thirty-five (35) week EI benefit, spread out and paid over the sixty-one (61) week period. The Employer will make this calculation.

(e) Provided the employee received SEB as per (a), (b), (c), or (d), for the last week of the parental leave, where no EI benefit is paid, the employee shall receive one hundred percent (100%) of their salary calculated on their average base salary.

(f) The average base salary for the purpose of (a) through (e) above is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

(g) An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the employee shall provide the employer with proof of application for and receipt of Employment Insurance benefits.

(h) Repayment of the Supplemental Employment Benefit

To be entitled to the Supplemental Employment Benefit as noted above, an employee must sign an agreement that they will return to work (provided there is reasonable expectation of work) and remain in the Employer's employ for a period of the duration of the leaves taken or six (6) months, whichever is less, after their return to work. Should the employee fail to return to work for a period of the duration of the leaves taken or six (6) months, whichever is less, the employee shall reimburse the Employer for the Supplemental Employment Benefit on a pro rata basis. Should a repayment be required, any monies owing will be deducted from the employee's pay, if available, otherwise the employee will be invoiced.

PENSION

Participation for all exempt employees (full-time and part-time) shall be as set out in the BC Pension Corporation's (or equivalent) regulations.

PROFESSIONAL DEVELOPMENT

The goals of professional development for Exempt employees include:

a) Awareness of new ideas, resources and approaches;

b) Increase or update knowledge and skills relevant to the current position and or future needs of the College and,

c) Improved employment opportunities and job satisfaction.

Within the context of College plans and employee performance evaluation, the employee and the employee's Dean, Director or CET member shall establish professional goals and identify appropriate professional development activities, which may include:

1. Designated short term professional activities, usually not exceeding one week;
2. Designated long term professional development activities;
3. Short-term professional leave, usually not exceeding two months;
4. Long-term professional leave, usually not exceeding one year;
5. Employee exchange; and,
6. Special projects.

All requests for professional development activities must be discussed with and approved by the appropriate SLC member, and forwarded to the Exempt Staff Professional Development Committee.

The following factors, in order of priority, will be considered in determining the application(s) to be approved:

a) Training/Development that contribute most effectively to the College and the individual's professional development goals;

b) Equitable distribution of professional development activities among Exempt staff; and,

c) Length of service in an Exempt position at the College.

The Exempt Staff Professional Development Committee shall consist of four Exempt staff members, including and chaired by the Executive Director HR, and appointed by the CET.

Exempt Professional Fund

An amount equal to 1.5% of the sum of Exempt staff salaries shall be allocated annually to support designated individual or group activities.

Exempt employees are eligible to apply for two separate levels of PD funding as described in the Exempt Professional Development Guidelines (see Appendix A). Each request to access Exempt PD funds must be made separately and will be evaluated by the Exempt PD Committee on its own merits and will be based, in part, on the overall health of the Exempt PD Fund.

1. Designated Short Term Professional Development Activities

From time to time, Exempt employees identify designated professional development opportunities such as classes, seminars, workshops, or conferences that are not of an extended nature.

Funding to participate in these types of activities is available up to a personal maximum of $3000 per year and as outlined in the Exempt PD Guidelines (see Appendix A). Funding requests are to be made to the Exempt PD Committee and will be assessed based on the overall health of the PD Fund, and on how the request meets personal or professional development goals.

Access to the $3000 per year maximum is based on a first come, first served basis and as such, there are no personal spending envelopes which would allow an employee to carry any unused portion of the $3000 forward into the next fiscal year.

Please note that Camosun College employees are entitled to enroll in Continuing Education (CE) courses at a 50% discounted rate provided the registration is received no more than three days prior to the start of the course and that there is still space available. If an employee wishes to ensure their participation in a particular CE course, they should register as soon as possible to hold their seat and then submit their receipt to the PD committee for reimbursement. For more details, please contact Information and Registration.

2. Designated Long Term Professional Development Activities

Exempt employees are also eligible to apply for funding in support of activities leading to traditional educational credentials or certification up to a maximum of $5000 per fiscal year as outlined in the Exempt PD Guidelines (see Appendix A).

Employees receiving PD funding in the $5000 category are expected to remain employed at the College for twelve consecutive months for each year funding was approved. The twelve month period begins at the end of the fiscal year in which the funding was initially received.

In the event an employee resigns or is terminated from the College prior to the twelve month commitment, the employee will be required to pay back a prorated portion of any PD funds received.

Funding requests are to be made to the Exempt PD Committee and will be assessed based on the overall health of the PD Fund, and on how the request meets personal or professional development goals.

Since longer term PD activities can span multiple years, funding applications are required for each year that funding is requested as funding granted in one year does not automatically guarantee any subsequent levels of support. As such, employees should enter into long term PD activities with the expectation that they might be required to personally absorb a portion of their PD costs.

Access to the $5000 per year maximum is based on a first come, first served basis and as such, there are no personal spending envelopes which would allow an employee to carry any unused portion of the $5000 forward into the next fiscal year.

3. Short-term Professional Leave

After being at the College for a minimum of two years, a member of the Exempt staff may apply for the equivalent of up to two month's paid leave every five years for planned short-term professional development. This leave may be taken in one two-month period or in a series of approved shorter leaves totalling up to two months.

Requests must be made in writing to the Exempt PD Committee through the Executive Director of Human Resources and should explicitly indicate:

i) The length of the leave requested;

ii) The purpose for the leave;

iii) How the leave will benefit the employee, their School/Department, and the College as a whole;

iv) Any contributions made by the applicant's home School/Department (i.e.: School/Department to cover partial cost of replacement)

In the event that there are more than three applications in a given year, preference will be given to applications that are judged to have the greatest College-wide impact.

Paid time off will be compensated at a rate of 100% of the employee's regular salary and benefits. Vacation accrual will occur as normal while the employee is on leave.

Any request which requires employment of a replacement or which otherwise has an impact upon the College's expense plan shall normally be made by January 15th prior to the fiscal year in which the expenses will be incurred. Exceptions will be considered after January 15th if funds can be made available in the fiscal year in which the leave occurs.

An employee who applies for, and is granted leave under this provision, is required to remain employed at Camosun College for a minimum of twelve consecutive months upon completion of the leave period. Any employee who resigns or is terminated from the College prior to the completion of this twelve month commitment will be required to pay back a prorated portion of their paid leave.

4. Long-term Professional Leave

Each fiscal year the committee may recommend approval for long-term professional leave with partial pay for up to three Exempt staff. The following conditions apply:

a) The employee has been with the College for at least three years.

b) Requests, approved by the College Executive Team, must be submitted by January 15th prior to the fiscal year in which the leave is to commence.

Requests must be made in writing to the Executive Director of Human Resources and should explicitly indicate:

i) The length of the leave requested;

ii) The purpose for the leave;

iii) How the leave will benefit the employee, their School/Department, and the College as a whole;

iv) Any contributions made by the applicant's home School/Department (i.e.: School/Department to cover partial cost of replacement)

v) Any other financial assistance, remuneration or any other monies the employee anticipates receiving during the leave period.

In the event that there are more than three applications in a given year, preference will be given to applications that are judged to have the greatest College-wide impact.

c) The leave will provide partial salary (up to 80%) for up to one year (annual vacation time is not earned during the long-term leave).

d) Employees whose proposals are accepted remain eligible to apply for PD funding as per the Exempt PD Guidelines (see Appendix A).

e) The amount of time (pro-rated at the percent of salary granted) used for a long-term leave within five years of leaving the College is deducted from the employee's retraining eligibility. (See Last Paragraph of *Termination with Pay* section)

f) When the employee receives financial assistance or remuneration from non-College sources related to the leave (excluding expenses), the College contribution shall not result in a total of funds from all sources exceeding 100% of the employee's salary for the period of the leave.

g) Employee benefits normally paid by the College will be paid on a prorated basis at the same percentage of the salary approved; the employee will be required to pay thedifference.

h) Costs for replacement for employees on long-term professional leave must be built into the College's expense plan for the year(s) in which the leave(s) occur(s).

i) An employee who applies for, and is granted leave under this provision, is required to remain employed at Camosun College for a minimum of twenty four consecutive months upon completion of the leave period. Any employee who resigns or is terminated from the College prior to the completion of this twenty four month commitment will be required to pay back a prorated portion of their paid leave.

j) Employees are eligible to reapply for professional development leave under this provision once every five years.

5. Employee Exchanges

An Exempt employee may arrange for an exchange program with a person in a similar position or with similar qualifications within in the College, other post-secondary institutions, or external public and private sector organizations. Details should be discussed in advance with the employee's supervisor in consultation with the Executive Director HR.

The Exempt Staff Professional Development Committee may approve up to $2000 from the amount

available for Designated Professional Activities to assist in travel costs.

6. Special Projects

An Exempt employee may participate in special projects sponsored by the College, other post-secondary institutions, or external public/ private sector organizations. . Details should be discussed in advance with the employee's supervisor in consultation with the responsible CET member.

The Exempt Staff Professional Development Committee may approve up to $2000 from the amount available for Designated Professional Activities to assist in travel costs.

CONSULTATION REGARDING POLICIES, PROCEDURES AND JOB DUTIES

Exempt employees are expected to consult regularly with their immediate supervisor regarding College policies and procedures as well as their own function, tasks and working conditions.

Exempt employees who have supervisory responsibilities are expected to consult regularly with employees in their workgroups in order to foster the development of a work environment that encourages teamwork, open communication, and the engagement of informed employees.

Exempt employees may be asked by the President or other members of the College's Executive Team (CET) to serve on various College-wide committees and work groups.

TEACHING

Subject to provisions contained within collective agreements, to the approval of the employee's supervisor, and in consultation with the responsible CET member. Exempt employees may teach within their areas of expertise.

See also the CCFA Collective Agreement for additional restrictions.

CONTRACT SERVICES

Subject to the approval of the supervisor and responsible CET member, exempt employees may provide their services to external organizations, agencies and businesses on a contract basis, provided such work does not interfere nor conflict with College responsibilities.

CONFLICT OF INTEREST

Notwithstanding the provisions of statements on teaching and contract services, no exempt employee may enter into such arrangements where a conflict of interest is created between institutional and external activities, either directly or indirectly, as a result of their College Exempt responsibilities. For more specific requirements, please refer to the Standards of Conduct.

TERMINATION OF EMPLOYMENT BY THE COLLEGE

Termination Without Pay (Non-Probationary Period)

Employees who receive notice in writing that their employment is terminated under this section shall not be entitled to any other notice of termination, nor to any severance pay. The College will not be under any further obligation to the employee other than for wages and benefits the employee was entitled as of the date of termination.

Termination under this section is where applicable, subject to the termination provisions of the *Employment Standards Act* (as may be amended from time to time).

Employees may be notified their employment is terminated on a date set by the College when:

- The employee is terminated for cause
- The employee refuses an offer of alternate employment when the College believes that offer constitutes reasonable alternate employment
- The employee resigns
- The employee's defined term of employment ends

In the case of a resignation, the employee shall provide a minimum of one month's written notice to the College. The resignation notice period may be reduced with the agreement of the employee's immediate supervisor. The employee's last day of employment will be their last day worked and any unused vacation will be paid out on their final pay.

In the case of a retirement, the employee shall normally provide a minimum of three (3) month's written notice to the College. Pension benefits for employees upon retirement are governed by the rules of the Pension Plan.

Termination With Pay (Non-Probationary Period)

The College may terminate an employee's employment at any time, without cause, by giving working notice, or paying severance in lieu of notice consistent with applicable common law, statutory and regulatory requirements, subject to the requirements in the *Employment Termination Standards Regulation* under the *Public Sector Employers Act* (as may be amended from time to time).

Where the College, in its sole discretion, decides to terminate any employee without cause, the College shall give that employee written notice of termination following approval of such termination by the President. During a period of working notice, the employee may apply for other available positions at the College. During the period of working notice, the College may:

a) require the employee to continue their duties, assignments, tasks or projects; or
b) assign the employee to other duties, tasks or projects, notwithstanding that the assignment may amount to constructive dismissal, if the assignment is reasonably consistent with the employee's ability and responsibility at the time of the assignment.

If the employee refuses to perform the duties that the College assigns during the working notice period, the employee will be deemed to have voluntarily resigned from employment.

At the College's sole discretion, the College may provide the employee with pay in lieu of the working notice for all or any part of the notice period. This payment must be in the form of periodic payments unless the College, in its sole discretion, considers a lump sum payment to be more appropriate.

The employee will not be given a notice period or severance in the case of voluntary resignation or retirement.

Severance pay will be based on the employee's wages and benefits at the end of the working notice period, and shall be inclusive of the notice period. All payments are subject to statutory deductions. Payment for benefits will be calculated using the College's standard budget percentage for fringe benefits (excluding professional development and vacation). Severance pay entitlement shall be consistent with statutory and common law standards. Factors to be considered shall include the age of the employee, years of service to the College and position compensation. All benefits cease immediately upon termination.

Upon submission of receipts for payment for training/upgrading courses, career counselling, resume preparation and/or job search assistance, employees with three to ten years of service to the College may claim reimbursement for up to a maximum of $4000. Employees with more than 10 years of service to the College may claim reimbursement for up to a maximum of $8000 for these purposes.

The employee agrees that upon termination of their employment and in consideration for the notice and/or pay set out above, they will execute a release in favour of the College, releasing the College from all claims arising from the termination of employment.

Employee's Duty to Mitigate

It is a condition of receiving the notice and/or severance pay described above that the employee actively seek and obtain re-employment. Re-employment includes alternate employment at the College, or entering into a contract for services individually, or through a sole proprietorship, partnership or corporation.

If the employee is successful in securing alternate employment at the College, but such employment is at a lower pay level that that currently received, the employee's salary will be protected at the employee's current rate for the same length of time as the employee would otherwise have entitlement to notice or a severance payment as outlined below. On completion of this time, the employee will assume the regular salary for the alternate position.

If the employee is unsuccessful in securing alternate employment at the College within the working notice period, the employee shall receive, on completion of such working notice, severance pay, less the period of working notice.

If the employee commences the alternate employment during the notice period, or the period of notice in lieu of which severance is provided, the employee must immediately advise the College in writing of the details of the new employment:

A. Re-employment In the Public Sector

Upon notification under this section, the College shall:

- cease any remaining benefit payments being made on behalf of the employee (unless the employee receives alternate employment with the College during the working notice period

which is eligible for benefits);
- cease any further periodic severance payments, if the exempt employee is re-employed at the same or greater level of compensation as the employee's former compensation level with the College;
- pay the employee the difference between the former compensation level with the College and the employee's new compensation level for the balance of the notice period, if the exempt employee is re-employed at a lower level of compensation;

and the employee shall:

- reimburse to the College any portion of the employee's 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.

B. Re-employment Outside of the Public Sector

Upon notification under this section, the College shall:

- cease any remaining benefit payments being made on behalf of the employee;
- cease any further periodic severance payments, if the exempt employee is re-employed at the same or greater level of compensation as the employee's former compensation level with the College;
- pay the employee the difference between the former compensation level with the College and the employee's new compensation level for the balance of the notice period, if the exempt employee is re-employed at a lower level of compensation;

and the employee shall:

- reimburse to the College repayment of any portion of the employee's 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.

Employee In Receipt of LTD, Potential Termination After Expiration of 24 Consecutive Months

An Exempt employee, who has been in receipt of Long Term Disability ("LTD") Benefits for a period of at least 24 consecutive months, may have their employment terminated provided:

1. The termination is supported by the appropriate CET member and the Executive Director of Human Resources, and is approved by the President,
2. The termination will not prejudice the employee's eligibility for long term disability benefits, and
3. Medical and benefit underwriter prognosis is that the employee will be unable to return to their own or a comparable position in the College for the foreseeable future.

Benefit premiums for Exempt employees on LTD beyond 24 consecutive months will continue to be employer paid.

POST EMPLOYMENT RESTRICTIONS FOR SENIOR MANAGEMENT IN THE BC PUBLIC SECTOR

In accordance with the Provincial Government's direction, employees hired into senior management positions (applies only to Presidents, Vice Presidents, and Associate Vice- Presidents) within a Public Sector Institution must abide by the BC Public Service post- employment restrictions.

The following are conditions of your employment with Camosun College:

(a) after your employment ends, you must not disclose confidential information that you obtained through your employment;

(b) if you had a substantial involvement in dealings with an outside entity at any time during the year immediately preceding the end of your employment then, for a year after the end of your employment, you must not

(i) accept an offer of employment, an appointment to the board of directors or a contract to provide services to that outside entity;

(ii) lobby or otherwise make representations for that outside entity to the College; or

(iii) give counsel to that outside entity, for its commercial purposes, concerning the programs or policies of any organization, including the College, in which you were employed at any time during the year immediately preceding the termination of your employment; or

(c) until one year after your employment ends, you

(i) must not lobby or otherwise make representations for any outside entity to any ministry or organization of the government, including the college, in which you were employed at any time during the year immediately preceding the termination of your employment; or

(ii) act for an outside entity in connection with any ongoing proceedings, transaction, negotiation or case in which the outside entity and the College are involved

(a) if you, during your former employment with the College, acted for or advised the College concerning the proceedings, transaction, negotiation or case; and

(b) acting for the outside entity in that connection would result in the receipt by the outside entity of a private or commercial benefit or of any benefit not for general application.

The President in consultation with the Chair of the Board of Governors may reduce the one-year restriction, upon your application, after considering the following:

(a) the circumstance under which your employment ended;

(b) your general employment prospects;

(c) the significance to the government of information you possessed by virtue of your position with the government;

(d) the desirability of a rapid transfer of your skills to an employer other than the government;

(e) the degree to which the new employer might gain unfair commercial advantage by hiring you;

(f) the authority and influence you possessed while employed by thegovernment;

(g) the disposition of other cases.

APPENDIX A - EXEMPT PROFESSIONAL DEVELOPMENT GUIDELINES

PHILOSOPHY

Camosun College is committed to supporting professional and personal development opportunities that support the ongoing mission and mandate of the College and increase staff capacity for success both within and beyond the College.

Professional and personal development activities encourage employees to maintain a posture of continual learning, lifelong skill development, and openly demonstrates a commitment to the College's core value that "The College is its People."

SCOPE

These guidelines apply to all exempt employees of Camosun College.

PRINCIPLES

1. Camosun College is committed to the ongoing growth and development of its exempt staff.
2. Professional development opportunities are considered to be activities that:
   a) Provide employees with the knowledge, skills, and abilities required to remain current in their field;
   b) Enhance employee effectiveness and productivity;
   c) Support employees to improve their knowledge, skills, abilities, and/or qualifications in such a way that supports the College's mission and reflects the College's core values;
   d) Increase an employee's opportunity to meet the experience or qualifications required to apply for career advancement opportunities within, or external to the College.
3. Personal development activities are considered to be those undertakings which:
   a) help an individual reach a personal goal or achievement;
   b) support interests not specifically related to an employee's job duties; and
   c) do not conflict with the College's core values and mission.
4. Professional development activities which are innovative and risk taking are encouraged provided they are clearly connected to College core values, mission and operational requirements.
5. Supervisors have a responsibility to be proactive in identifying, supporting, and encouraging their employee's professional and personal development goals.
6. On occasion, it may be beneficial to undertake development activities that are applicable to the exempt group as a whole. Where appropriate, funds will be made available from the exempt PD budget to cover the costs of such activities.
7. Supervisors and employees both maintain an obligation for ensuring professional development activities do not negatively impact the delivery of services to students or other clients within the College.

8. Camosun College will adhere to Federal guidelines when determining if a professional or personal development activity is considered a taxable or non-taxable benefit.

   (Ref: www.cra-arc.gc.ca/E/pub/tp/it470r-consolid/it470r-consolid-e.pdf)

APPLICATION

1. Each exempt employee may access professional development funds up to the maximum per fiscal year for the specific activity engaged in. Activities leading to traditional educational credentials or certification will be funded up to a maximum of $5000 per fiscal year. All other development opportunities will be eligible for a maximum of $3000 per fiscal year. Up to $500 of this professional development funding can be used to support personal development activities exclusive of time. Pro-rated funds are available to part-time employees and employees hired part way through the fiscal year with the pro-ration based on FTE hours and/or date of hire.

2. Employees receiving PD funding in the $5000 category are expected to remain employed at the College for twelve consecutive months for each year funding was approved. The twelve month period begins at the end of the fiscal year in which the funding was initially received. In the event an employee resigns or is terminated from the College prior to the twelve month commitment will be required to pay back a prorated portion of any PD funds received.

3. Under normal circumstances, professional/personal development activities will only be funded for the year in which they are to occur. However, flexibility can be exercised by the PD Committee should they see sufficient value to the College in supporting a multi-year development project.

4. Application can be made to use professional development funds for providing enrichment programs for the administrative group as a whole, up to a maximum of $5000 per calendar year.

5. Camosun College staff are entitled to enroll in Continuing Education courses at a 50% discounted rate.

6. Applications for exempt PD funds can be obtained from the Executive Assistant in Human Resources and are available on the Human Resources Forms section of the College Intranet.

Salary Scale Employer Group 2

Family	Grid	Minimum	Control/Market placed at 50th percentile	Maximum
Sr. Professional and Academic Management	20	$172,413	$229,884	$264,367
	19	$156,739	$208,986	$240,333
	18	$142,490	$189,987	$218,485
	17	$129,536	$172,715	$198,623
	16	$117,760	$157,014	$180,566
	15	$107,055	$142,740	$164,151
	14	$97,323	$129,764	$149,228
	13	$88,475	$117,967	$135,662
Technical Professional; Management; & Supervisory	12	$86,619	$115,492	$127,041
	11	$80,576	$107,434	$118,178
	10	$74,954	$99,939	$109,933
	9	$69,725	$92,967	$102,263
	8	$64,860	$86,480	$95,129
	7	$60,335	$80,447	$88,492
Admin & BUE	6	$57,643	$76,857	$80,700
	5	$53,621	$71,495	$75,070
	4	$49,880	$66,507	$69,832
	3	$46,400	$61,867	$64,960
	2	$43,163	$57,551	$60,428
	1	$40,152	$53,536	$56,212

Exempt employees' bi-weekly pay is calculated based on 26.089 pay periods for a calendar year. Salary Scale updated April 1, 2021