
*MANAGEMENT TERMS
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1.0 PREAMBLE

- 1.1. These policies are intended to outline the terms and conditions of employment for management staff at the British Columbia Institute of Technology.
- 1.2. Details as to the application of these policies may be obtained from the Director, Human Resources and/or the Manager, Compensation and Benefits.
- 1.3. These policies are subject to review by the Board of Governors. The Board of Governors may unilaterally amend the policies from time to time, however, it is expected that the Board of Governors will consult with the management staff prior to amending these policies. Revisions will be promulgated as they occur.
- 1.4. **Discretion.** The President, on the advice of the Compensation Committee, may vary eligibility requirements for terms and conditions subject to market factors. Such variation will be reported to the Board Chair at the earliest opportunity.

2.0 APPOINTMENTS

- 2.1 A continuing appointment is an appointment to a full-time or part time position for an indeterminate period.
- 2.2 A temporary appointment is an appointment to a full-time or part-time position for a term certain.

3.0 APPOINTMENT PROCEDURES

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3.1 **Selection.** The selection and appointment of management staff is the sole right and privilege of the Board of Governors or its designate.

3.1.1. **Search Committees.** Search Committees may be struck to make recommendations to the President on the appointment of management staff.

Appointments will normally be filled by Canadian citizens or landed immigrants. When a non-Canadian or non-landed immigrant is recommended, this will be reported to and ratified by the Board of Governors prior to an offer of employment.

3.1.2. **Medical Examinations.** An applicant may be required to furnish medical documentation that health status is compatible with that required for the position.

All such medical examinations shall be at the expense of the employer.

3.2 **Probationary Period.**

The probationary period for newly hired and promoted employees shall be one year.

Employees shall receive at least two formal written evaluations during the probationary period, one prior to the completion of six-month's service and the second at least two weeks in advance of the anniversary date.

If a probationary employee's performance is unsatisfactory, he/she may be dismissed.

4.0. **WORKING CONDITIONS**

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- 4.1 Management staff are expected to be largely self-directing and self disciplinary with regard to the performance of the job function. Unless an individual has a written contractual agreement to the contrary, a full-time appointment entails a full-time commitment to the job. Management staff are expected to exercise discretion as to the time and location of work performed, providing that the established objectives of the job are accomplished.
- 4.2 For recording purposes, the standard work day is seven hours, not including the meal break. The standard work week is thirty-five hours in any five days.
- 4.3 Requests to modify hours of work will be considered based on mutual benefit to the employee and to the Institute. Where appropriate, appointments may be changed to part-time on a pro-rata basis to reflect the approved modifications.

5.0 SALARY ADMINISTRATION

- 5.1 **Policy:** Subject to the legal and fiscal restraints placed upon it, it is the objective of BCIT to pay its management staff salaries that are sufficiently competitive in the market place to:
- attract and retain a high calibre of staff;
 - recognise the growth of individuals as they assume the full scope and responsibility of their position; and
 - recognise employees for work performed based on level of performance and contribution.

Regular surveys of management compensation in other marketplaces will be conducted to ensure BCIT salaries are competitive.

An important principle underlying the compensation policy is that there is one standard for job evaluation and salary ranges throughout the Institute.

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5.2 **Salary Structure.** The salary structure consists of seven bands of sixteen steps each.

5.3 **Salary Placement**

5.3.1 *New Hires.* New hires who meet the minimum qualifications of the position should be offered a starting salary at or near the minimum of the salary band. If, at the time of hire, a new employee is fully qualified and can be expected to meet all the position's requirements almost immediately, a starting salary higher than minimum may be appropriate (consideration should be given to where other employees are situated in the range).

For new hires, the hiring manager, in consultation with the Human Resources Department, will be authorized to determine a starting salary up to and including step 5 on the band.

Initial placements of a new hire above step 5 requires the approval of the appropriate Vice President; placements beyond step 10 require the approval of the Compensation Committee. Employees will always be placed on a step and in no circumstances will be placed higher than the mid-point of the range.

Under no circumstances should a commitment regarding a starting salary be given to an applicant until appropriate approval has been granted.

5.3.2 *Internal Promotions.* A promotion entails the permanent reassignment of an employee into a job that has a higher salary band. An employee who is promoted will normally move to a step in the new band that provides a salary increase of 6%. If this is not sufficient to bring the employee to the minimum of the new band, the salary will be adjusted to such minimum.

Where an internally-promoted employee will be receiving less vacation as a result of accepting a management position, the salary placement will be adjusted to reflect 2% for each vacation week lost.

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Any promotional increases which deviate from this policy must be approved in advance by the Compensation Committee.

5.3.3 Acting Appointments. Where an employee is required to take on duties of a higher level job, a temporary salary adjustment may be warranted. Such situations should be discussed, in advance, with Human Resources.

If the employee is required to temporarily assume the full duties of a management staff position, the employee will be placed in the salary band for that temporary position, at a step which provides a salary increase of 6%. If this is not sufficient to bring the employee to the minimum of the new band, the salary will be adjusted to such minimum

Where only partial responsibilities are assumed, the duties will be evaluated and an appropriate salary band temporarily assigned.

If the temporary appointment is for an extended period, the employee will be eligible for increments in the new band based on the date the higher-level responsibilities were assumed. On return to the permanent position, the employee will be placed at the salary step that would have been attained if the temporary promotion had not occurred.

Temporary adjustments are not normally paid to management staff when relieving during a superior's vacation or for periods shorter than four weeks.

5.3.4 Lateral Moves. A lateral move consists of the reassignment of an employee to a different position at the same band level. No salary adjustment is required.

5.3.5 Demotions. A demotion consists of the reassignment of an employee to a position at a lower band level. In some circumstances a downward salary adjustment may be warranted. Such situations should be discussed, in advance, with Human Resources and are subject to review by the Compensation Committee.

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5.4 **General Salary Adjustments.** Employees who are performing at a satisfactory level are eligible for general salary adjustments. The amount of the general adjustment will be reviewed annually, normally effective June 1, and approved by the Board of Governors.

5.5 **Increment Progression.**

Increment progression may be granted on the Employee's increment date, at the successful completion of a probationary period, or at the completion of the 6-month review during the probationary period. Advancement is intended to reflect the increasing knowledge that is normally acquired through the on-the-job experience as well as performance contribution.

5.5.1 *Probationary employees.* Where an employee is within the probationary period and their performance is progressing at a much faster pace than expected, the manager may provide a one step increment after the six-month review. Supporting documentation and a performance review must be completed and forwarded to Human Resources prior to the increment advancement being processed.

5.5.2 *Employees whose salaries are below the maximum of their range.* Effective 2000 October 01, all employees will be eligible for increment progression annually, effective either May 01 or November 01.

For new employees, where the anniversary date of the initial appointment, falls between April 01 and September 30, the increment date will be May 01. Where the anniversary date of the initial appointment falls between October 01 and March 31, the increment date will be November 01.

For those employees who were at the top step of the salary range as at 2000 October 01, the increment date will be May 01. For those employees who were not at the top step of the salary range at the time of implementation of this plan, the increment dates will remain the same.

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Part-time employees are eligible for an increment on the first day of the pay-period immediately following the completion of the equivalent of a year of full-time service.

At least two months prior to each increment date, Human Resources will provide each manager a list of eligible employees for review.

The manager will prepare a performance appraisal in consultation with their immediate manager, and recommend an adjustment in accordance with established guidelines below.

Performance Evaluation guidelines:

4%	Employee progressing at a normal and expected pace; results in all key areas meet expectations.
2%	Employee meets expectations in some areas; results in at least one key area are being developed and learned.
0%	Acceptable level of performance not achieved; serious deficiencies in several key result areas; overall performance considered being unacceptable.
6%	Employee progressing at a much faster pace; results in at least one key area clearly exceed expectations.

The completed performance evaluation and recommended salary adjustment must be forwarded to the appropriate Vice President. The Vice President will review and approve all adjustments prior to submission to Human Resources. The manager will communicate the approved outcome with the employee.

The budgeting and assignment of increment progression will be determined under each of the appropriate Vice Presidents.

5.5.3 *Employees whose salaries are above the mid-point.* Employees, who clearly demonstrate exemplary performance and consistently exceeds expectations, may be recognized through a meritorious reward. The funding of such commendations will be

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consistent with institutional budget guidelines and practices. All recommendations for meritorious rewards will be reviewed and approved by the Compensation Committee.

5.6 Changes in Classification.

Where the duties of a position have changed or increased, or where the position is felt by the employee to be incorrectly classified, either the employee or their manager may submit a request accompanied with an updated job description and a completed job questionnaire to the Compensation Committee for review.

Where a management employee is dissatisfied with the decision of the Compensation Committee, s/he may appeal the decision. A meeting will be scheduled with the employee, their manager, and the Compensation Committee to hear the appeal. If that does not resolve the issue, the employee may appeal to the President.

5.7 Pay. Employees will be paid on a bi-weekly basis. For employees hired after 1991 July 1st, electronic deposit is mandatory.

6.0 PERFORMANCE MANAGEMENT

6.1 Policy: BCIT recognizes the importance of a performance management process which provides for

- the establishment of clear objectives and standards that align with the Institute's goals and strategic directions ;
- positive, constructive and meaningful feedback to employees with respect to their job performance.

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- consistency across the Institute with respect to salary adjustment recommendations,

At BCIT, performance management is a collaborative process, initiated by the immediate supervisor as a communication tool to set objectives, provide feedback, document an employee's performance, highlight achievements, and assist in identifying future career aspirations and training plans.

6.2 **Scope.** This process will apply to all exempt employees, both regular and temporary.

This policy can also be applied to employees in the following circumstances:

- Individuals temporarily performing excluded work such as special projects, secondments or other positions on a term specific basis.
- to assist the supervisor and employee in dealing with specific performance or competency issues.

6.3 **Process**

Performance Management is a cyclical process, encompassing three distinct, yet integrated stages:

6.3.1 **Planning for Performance** – *Mutually establishing objectives and performance standards/goals.* For *Performance Management* to be effective, goals and objectives of individual *Performance Plans* will be tied into the Operating Plan of the relevant Department, School or program area. Standards for each goal and objective will be established in the context of nine performance dimensions. An *Individual Learning Plan* is also included in this stage for employees to clarify their career development goals.

6.3.2 **Coaching Performance** – *Ongoing day-to-day coaching, monitoring, feedback, and redirection, where necessary.*

6.3.3 **Formal Review of Performance** – *Evidence that the process has happened.*

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At the end of the review period, a formal assessment will be conducted to document the year's activities. Salary adjustments will be made based on the *Performance Evaluation guidelines* and the *Salary Adjustment* policy (5.5.2).

6.4 Timing

6.4.1 Regular employees. The performance management cycle will occur annually. The formal performance review will coincide with the employee's annual increment progression date, i.e. either May 1 or November 1 (in accordance with *Salary Adjustment* policy, section 5.5.2).

6.4.2 Probationary employees.

- a) A *Performance Plan Agreement* will be put into place during the first month of employment
- b) The probationary employee will receive ongoing and meaningful feedback, coaching and re-direction – if necessary.
- c) *Formal Review of Performance* must be completed no later than 5 months from the initial date of employment or appointment to a new position, and once again prior to the end of the probationary period, in order to confirm that the employee has satisfied the probationary requirement.

6.5 Appraisal packages, with detailed guidelines regarding process, are available from Human Resources.

Completed performance appraisals will be strictly confidential and will be retained in the employee's personnel file.

7.0 EMPLOYEE BENEFITS

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- 7.1 The Institute will arrange for the following benefit plans:
- a. Medical Services Plan
 - b. An Extended Health Plan (prescriptions and excess charges)
 - c. A Dental Plan
 - d. Group Life and Accidental Death and Dismemberment insurance
 - e. Long Term Disability insurance
 - f. An Employee and Family Assistance Plan

It will be a condition of employment for an employee to participate in the benefit plans for which he/she is eligible unless evidence of alternate coverage can be provided. Where an employee so declines coverage, a waiver of benefit will be signed.

- 7.2 Temporary employees (except eligible employees transferring from other employee groups) will not be eligible for Long Term Disability insurance.
- 7.3 Subject to 7.2, part-time employees who work at least a 50% appointment are eligible for benefit plans.
- 7.4 All benefit plan coverages, terms, conditions and specific eligibility requirements shall at all times be covered by the actual terms and conditions of the benefit plans as amended from time to time. The Institute's liability with regard to providing the benefit and insurance coverages described herein is in all events limited to arranging the underwriting of coverages by insurers and to the internal procedural administration of the plans. The Institute cannot be held liable for refusal by insurers to underwrite any plan, for cancellation of coverage by insurers, or for the rejection of any claim or claims by insurers.

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- 7.5 **Premium Sharing.** Premiums for current benefit plans will be paid 100% by the Employer. If plans change, the cost sharing may be revised.

During unpaid leave, subject to the eligibility requirements of the insurance policy, the employee may opt to retain benefit coverage by paying 100% of the premiums.

8.0 **PENSIONS**

Employees hired prior to 1986 April 01, who chose to remain covered by the B.C. (Public Service) Pension Plan shall continue to be so covered. All other management employees will be covered by the B.C. (College) Pension Plan.

Eligibility for the pension plans and entitlement to pension benefits will be governed by the appropriate legislations, subject to the interpretation of the BC Pension Corporation.

9.0 **VACATION**

Annual vacations are established to provide a paid period of earned rest and relaxation, away from the duties of employment. It is expected that employees will normally take their full entitlement each year.

- 9.1 The vacation year will be calculated January 01 to December 31. Employees who are hired after January 01 will receive pro-rata vacation entitlement for the partial year.

- 9.2 Employees should take their paid vacation entitlement as scheduled in the vacation year in which it is earned. Except where specifically authorized by a member of the Executive, not more than ten (10) vacation days may be carried forward to the next year.

- 9.3 Employees will **not** accrue vacation while on unpaid leave, including long term disability leave, but not including maternity leave (see Section 13.3). In such cases, vacation will be calculated on a pro-rata basis.

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9.4 Continuous service at both the former B.C. Institute of Technology and Pacific Vocational Institute will be considered in determining vacation entitlement.

9.5 Entitlement

Regular Employees

In the first to fourth
year of employment.....25 days

In and after the vacation year during which
five years employment is completed30 days

Long service employees

Long service employees will be entitled to additional non-recurring vacation leave as follows:

In the vacation year during which
ten years of service is completed 5 days

In the vacation year during which
fifteen years of service is completed 10 days

In the vacation year during which
twenty years of service is completed 15 days

IMPLEMENTATION: In the vacation year that this benefit is implemented only, the following transitional vacation grants will be made:

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Employees who are in the vacation year in which eleven through fourteen years of service are completed.....5 days

Employees who are in the vacation year in which sixteen through nineteen years of service are completed.....10 days

Employees who are in the vacation year in which twenty-one or more years of service are completed.....15 days

The additional vacation must be taken in full by no later than December 31 of the fourth (4th) calendar year following the vacation year in which it is granted.

9.6 Temporary Employees

Temporary employees employed for a term of less than one year will receive vacation pay calculated at 6% of earnings. This will be paid out on request and/or at December 31 of each year.

Temporary employees employed for a term in excess of one year will take vacation as per the entitlement set out in 9.5

10.0 STATUTORY HOLIDAYS

Employees shall receive statutory holidays with pay in accordance with Institute closings for this purpose, as follows:

New Year's Eve	Labour Day
New Year's Day	Thanksgiving Day

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Good Friday	Remembrance Day
Easter Monday	Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day
B. C. Day	

11.0 SICK LEAVE

11.1 Management employees will be entitled to short term disability benefits based on length of service, as follows:

<u>Length of Service</u>	<u>Entitlement</u>
Less than one year	One week @ 100% salary Twenty-five weeks @ 75% salary
One to five years	Twelve weeks @ 100% salary Fourteen weeks @ 75% salary
Over five years	Twenty-six weeks @ 100% salary

Continuous service at both the former B.C. Institute of Technology and Pacific Vocational Institute will be considered in determining sick leave entitlement.

11.2 *Employees grandfathered under the previous BCIT management sick leave plan will no longer accrue credits after 1987 December 31. In the event of illness in excess of five days per calendar year, they will first exhaust their accumulated sick leave bank. In the event of a prolonged illness, where there are insufficient credits in the sick leave bank, the employee may use the provisions of the short term disability plan to satisfy the six month waiting period for long term disability. After the sick leave bank is exhausted, the employee will be*

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entitled to the short term disability provisions as set out in paragraph 11.1. On retirement, the employee will be eligible to receive a lump sum payment equivalent to 50% of any credits remaining in the frozen sick leave bank. This payment will not be made where the employee is also entitled to severance pay.

11.3 Sick leave taken in excess of five continuous working days must be supported by a physician's certificate in a form satisfactory to the Institute. Repeated absence or inability to perform duties adequately in the judgement of the immediate supervisor may result in the employee being required to undergo a medical examination satisfactory to the Institute. The employee may also be required to take sick leave until satisfactory evidence is provided that s/he is fit for regular full-time employment.

11.4 **Workers' Compensation Board Claims.** In the event an employee on sick leave establishes a WCB claim, the employee will be responsible for remitting to the Institute all WCB payments which, in combination with sick leave payments, are in excess of 100% of regular salary.

12.0 **LONG TERM DISABILITY LEAVE**

12.1. Employees who establish a long-term disability claim under the Institute's insurance coverage will be placed on leave of absence without pay until such time as s/he is able to return to work, terminates, or reaches age 65.

The Institute will maintain insured benefits coverage, subject to eligibility considerations, for the duration of that claim.

12.2. Where an employee is unable to establish a long term disability claim, he/she may be granted leave of absence without pay for a period not to exceed six (6) months. If the employee is not able to return to work or establish a claim within this period, then s/he shall be terminated.

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13.0 **MATERNITY/PARENTAL LEAVE**

- 13.1. **Maternity leave.** A pregnant employee shall give as much notice as possible to allow satisfactory arrangements to be made for her replacement.

A combined maternity/parental leave shall not normally exceed fifty-two weeks in duration.

Maternity is leave without pay from BCIT, however, a claim can be made by the employee for Employment Insurance benefits..

Maternity leave may be extended for up to an additional six months for health reasons relating to the child(ren) if supported by a doctor's certificate.

Absences for health reasons during pregnancy or after the expiry of maternity leave, while employed, will be covered by the sick leave provisions.

- 13.2 **Parental Leave.** Employees will be entitled, on written request, to parental leave of absence without pay of up to thirty-five weeks duration in a period commencing

(i) with the week the new born child(ren) arrive(s) in the Employee's home; or

(ii) with the week the child(ren) is/are placed in the Employee's home for the purpose of adoption

and ending fifty two (52) weeks after the week referred to in (i) and (ii) above.

- 13.3 **Benefits.** The employee may retain full benefits coverage during the approved maternity/parental leave, provided he/she maintains any regular employee portion of the premium.

Annual vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity leave for the first six (6) months of maternity leave providing the employee returns to work for a period of not less than six months.

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14.0 OTHER LEAVES OF ABSENCE WITH PAY

- 14.1 **Bereavement Leave.** In the case of death of an immediate family member, an employee will be entitled to leave at his/her regular rate of pay, such leave not normally to exceed five working days.
- 14.2 **Family Illness.** In the case of illness of an immediate family member of an employee, and when no one other than the employee can provide for the needs of the sick family member, the employee shall be entitled to use up to a maximum of two days paid leave at any one time for this purpose. The Institute may request medical documentation to support such leaves.
- 14.3 **Compassionate Leave.** Employees may be granted leave with pay for compassionate reasons at the discretion of the immediate supervisor. Such leave will not normally exceed five working days.
- 14.4 **Court/Jury Leave.** An employee required by summons or subpoena to appear as a witness or to serve as a jury member in a court of law, shall receive full pay for the time required to be in court, provided such court action is not occasioned by the employee's private affairs.

The employee will remit to BCIT all monies paid to him/her by the Court except travelling and meal allowances.

15.0 OTHER LEAVE OF ABSENCE WITHOUT PAY

- 15.1 An employee may request a leave of absence without pay for up to one year which will be subject to the approval of the appropriate executive manager on the recommendation of the immediate supervisor.

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15.2 **Public Duties.** Employees elected to public office will be granted leave of absence without pay, on request, for a period of time not exceeding 5 years. No guarantee is given for return to the same position held at the time the leave is granted.

15.3 An employee on leave of absence without pay may retain benefits coverage, subject to the provisions of the insurance policy, if he/she pays both the employee and employer portion of premiums.

15.3. An employee on leave of absence without pay will not accrue vacation.

15.4. Any management employee on leave without pay is expected to remain current both in their own field and in the science and art of management practice.

16.0 **EMPLOYEE DEVELOPMENT AND TRAINING**

16.1 The Institute recognizes the value, both to the employee and the Institute, of professional and/or career development.

16.2 **Short term programmes.** Funds for short-term programmes, conferences, seminars etc. are budgeted and approved at the departmental level. Each budget manager will include a sufficient budget to meet department specific needs in their budget areas.

16.3 **Extended programmes.** Requests for leave and/or tuition support may be approved where a clear benefit will accrue to the Institute in terms of:

enhancement of the employee's skills and performance in their current position; and
enhancement of the employee's long-term contribution to the Institute.

The extent to which any or all of tuition fees, books, salary, employee benefits, travel and accommodation are supported is an Institute decision. Appendix A describes the process.

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- 16.4 **Exchange Leaves.** Employees seeking a broadening or updating of their skills/experience in their respective field may apply to the Institute for an exchange with an acceptable counterpart at another institution. Such exchange will not normally exceed twelve months in duration.
- 16.5 **BCIT courses.** Employees are able to take any Continuing Education courses offered by the Institute, except Distance Education courses, without paying the tuition fee provided that:
- a. the employee satisfies the normal course pre-requisites; and
 - b. no fee-paying student is displaced.

17.0 **RESIGNATION**

All managers are expected to give a minimum of two months' notice of resignation.

For managers in teaching areas, resignations should coincide, wherever possible, with the end of an academic term.

18.0 **RETIREMENT**

- 18.1 **Normal Retirement.** Employees will retire on the last day of the month following or coincident with, his/her sixty-fifth (65th) birthday.

Six months prior to normal retirement date, Human Resources will advise employees of procedures to be followed to arrange for retirement benefits.

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- 18.2 **Early Retirement.** Employees who wish to retire early will be governed by the rules of the applicable pension plan.

Employees will give a minimum of three months notice of their intention to take early retirement.

- 18.3 **Post-Retirement Benefits.** Pension benefits will be governed by the rules of the applicable pension plan.

The Institute will arrange to insure each retired employee for \$10,000 Life Insurance from the date of retirement. Coverage will cease on the retiree's seventieth (70th) birthday. All other benefits coverage will cease as of the date of retirement.

19.0 **TERMINATION**

- 19.1 The Institute may terminate an appointment for other than cause upon three months' notice or three months' salary in lieu of notice.

- 19.2. During the notice period, the employee will automatically be considered as a candidate for any management vacancies. Should the employee be a successful applicant to a position with a lower salary range than he/she previously occupied, the employee's salary will be frozen until it falls within the salary range for the new position.

- 19.3 **Severance Pay.** Continuous service at both the former B.C. Institute of Technology and Pacific Vocational Institute will be considered in determining severance entitlement.

In the event that employment is terminated under 19.1, the employee will be eligible for severance pay equal to one month's salary for each completed year of Institute service, to a maximum of eighteen month's pay, subject to the following conditions:

- a. The severed employee will conduct an intensive job search; and

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- b. the employee will utilize the services of relocation consultants, engaged by BCIT.
- c. An employee who refuses a position of a generally equivalent level to his/her current position will be terminated at the end of the notice period without severance pay.
- d. If an individual is re-employed at the Institute as a regular employee, within eighteen months of termination:
 - i. his/her original vacation service date will be restored; and
 - ii. the severance pay will be prorated against the length of the absence and any balance will be due to the Institute.

20.0 EMPLOYER RIGHTS

- 20.1 The Employer reserves the right to discipline, suspend or terminate management employees for cause, including
- a. gross misconduct,
 - b. unsatisfactory performance,
 - c. non-culpable circumstances.

Gross misconduct is action or inaction on the part of the employee such that the employment relationship itself is repudiated or severely damaged. Gross misconduct may include, but it not limited to, the following:

- absence without leave
- assault
- insubordination
- negligence
- theft

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Unsatisfactory performance may be either action or inaction on the part of the employee which is misconduct (but not gross misconduct); or be the failure to satisfy job performance requirement after reasonable remedial efforts to return the employee to satisfactory levels of performance have been made.

Non-culpable circumstances refer to a situation where an employee is unable to fulfil the requirement of the employment relationship under circumstances over which s/he has no control.

The Institute will inform employees of unsatisfactory performance in a timely manner and, where appropriate, will provide employees with an opportunity to correct unsatisfactory performance. Cases involving gross misconduct or termination for non-culpable circumstances may not have been preceded by previous actions.

20.2 A suspension under 20.1 may be with or without salary.

20.3 In the event an employee is terminated under 20.1, no notice or compensation will be payable other than earned salary and benefits to date of termination.

21.0 **EMPLOYEE FILES**

Every employee has the right of access to his/her personnel file during normal office hours and in the presence of a Human Resources staff member.

22.0 **MISCELLANEOUS WORKING CONDITIONS**

22.1 **Parking.** Parking spaces will be made available to employees on request. Parking fees will be taken via payroll deduction and the fees charged will be consistent for all BCIT staff.

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22.2 **Child Care Facilities.** Management employees will have access to staff spaces at the BCIT Child Care Centre, subject to space available. Fees charged will be consistent for all BCIT staff.

23.0 **THE RIGHT OF APPEAL**

The Institute recognizes that there may be occasions where an employee feels that the policies contained in these Management Terms and Conditions have been applied in an inequitable or unjust fashion. The Institute is committed to resolving such situations in a fair and expeditious manner

Step 1.

BCIT encourages employees to attempt resolution of complaints or disputes informally through discussion with the immediate supervisor. Where appropriate, the employee's supervisor will involve appropriate representatives from the Human Resources department to provide advice respecting application of the policies.

Step 2.

If the issue cannot be resolved at this informal stage, the matter of concern should be forwarded, in writing, citing the action or circumstance giving rise to the concern, as follows:

For matters involving the application of section 5.0 of the Management Terms and Conditions (ie all matters to do with salary placement and job evaluation) the matter should be forwarded to the Compensation Committee who will hear the concern and issue a recommendation.

For all other matters, the matter should be forwarded to the appropriate next level administrator, requesting that the next level administrator investigate the issue and recommend a solution.

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Every effort will be made to issue a recommendation within 60 days of receiving the written complaint.

Step 3.

Should the matter remain unresolved, it shall be forwarded to the President for review and recommendation. The President's decision on all such matters shall be final and binding.

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APPENDIX A

PROFESSIONAL DEVELOPMENT FUNDING

A. PURPOSE

The Management Professional Development Fund has been established to provide management staff with development and training opportunities over and above normal department activities. These opportunities include, but are not restricted to, extended term programs and professional development workshops and seminars.

B. ELIGIBILITY

All management staff will be eligible for professional development funding, irrespective of length of service.

C. COMMITTEE

1. The Management Professional Development Committee, which is comprised of management staff, will adjudicate requests for funding.
2. This committee will meet three to four times a year.
3. The application form can be accessed on-line at:

http://www.hr.bcit.ca/pdf/mgmt_professional_development_fund.pdf

Or can be obtained by contacting Human Resources at 604-432-8428.

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D. CRITERIA FOR ADJUDICATING APPLICATIONS

The following criteria will be taken into consideration by the committee in its review and selection process:

1. Congruence with Institute plans and strategic goals.
2. Congruence with department plans and goals.
3. Congruence with an individual's career development goals that emerge from the performance development process.
4. Congruence with an individual's personal/professional goals.
5. Equity in the frequency and distribution of applications from the same individual or department.
6. Special consideration for proposals that incorporate cooperative or industry-sponsored funding.
7. Acknowledgement of special circumstances such as proposals that go beyond meeting individual goals and benefit a wider group.
8. Transferability of skills to other BCIT employees through in-house training.
9. Other criteria as deemed appropriate by the committee.

All applications must be accompanied by a written endorsement from the applicant's immediate supervisor, with supporting rationale.

Successful candidates will be expected to provide a written program or conference summary and may be requested to share in a public forum their learning experience with their colleagues.

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APPENDIX B **COMPENSATION COMMITTEE**

TERMS OF REFERENCE

MEMBERSHIP

The Committee will be constituted as follows:

VP Education
VP Finance and Administration
VP Student , International, Research and Information Services
VP, External Affairs
Director Human Resources

The Chair will be elected from among the voting members and will be held for a period of twelve months.

MANDATE

1. To develop and recommend to the President salary administration policies for excluded staff, (excluding the Executive Group).

2. To oversee the equitable and consistent administration of such policies for excluded staff.

3. To review and recommend, from time to time, such other elements of the compensation package for excluded staff as may be appropriate, including employee benefits and perquisites

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The scope of the Committee's activities includes, but is not limited to, the following:

- a. reviewing, recommending and implementing job evaluation systems.
- b. recommending associated salary structures.
- c. developing and recommending associated administrative policies regarding salary placement and progression.
- d. reviewing the classification of new positions and recommending their assignment to a salary grade.
- e. reviewing **all** reclassification requests for excluded staff and recommending their disposition; reviewing other reclassification requests which result in upgrading, prior to finalisation.
- f. reviewing underlying organisation structures and assignments of job responsibilities; recommending more cost-efficient or appropriate structuring, where necessary.
- g. reviewing job titles for new positions or for positions undergoing significant changes to job content.
- h. reviewing all salary changes for excluded staff, including initial placement, promotions and transfers, for consistency and equity.
- i. reviewing and recommending benefits and perquisites for excluded staff.
- j. reviewing, developing and recommending terms and conditions of employment for excluded staff.
- k. delegating to sub-committees, as appropriate.

All recommendations of the Compensation Committee are subject to final approval by the President. It should also be noted that the Compensation Committee's assignment of a grade, or its approval of a job title does not constitute budget authorization for a position or authorization to hire.