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BRITISH COLUMBIA  
INSTITUTE OF TECHNOLOGY  
**MANAGEMENT TERMS AND  
CONDITIONS OF EMPLOYMENT**

December 2023

**BCIT**<sup>®</sup>

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Health Sciences Centre at BCIT Burnaby Campus

BCIT

MANAGEMENT TERMS AND CONDITIONS OF EMPLOYMENT

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## 1. Introduction

This policy sets out the terms and conditions of employment for Management Employees employed by British Columbia Institute of Technology, and forms a part of each Management Employee's contract of employment with the Institute. These terms and conditions are established by the Institute's Board of Governors and are approved under the *Public Sector Employers Act*. This policy supersedes the Institute's previous policy, *Management Terms and Conditions of Employment*.

## 2. Definitions

In this policy:

- a. **"Board"** means the Board of Governors of the Institute;
- b. **"Management Employee"** means an executive, administrator, or excluded (non-bargaining unit) administrative employee of the Institute, except the President;
- c. **"Immediate family"** means a Management Employee's spouse, child, parent, guardian, sibling, grandchild or grandparent, and any person who lives with the Management Employee as a member of their family, and includes common-law spouses, step-parents, step-children, and same sex partners and their children as long as they live with the Management Employee as a member of their family;
- d. **"Institute"** means British Columbia Institute of Technology;
- e. **"PSEA"** means the Post-Secondary Employers' Association;
- f. **"PSEC"** means the Public Sector Employers' Council;

## 3. Effective Date

This policy will take effect on the date designated by the Board in writing.

## 4. Scope

This policy applies to all Management Employees employed by the Institute.

If there is any inconsistency between this policy and a Management Employee's written employment agreement with the Institute, the terms of the written employment agreement will prevail to the extent of the inconsistency.

## **5. Amendments**

This policy may be amended by resolution of the Board, subject to approval under the *Public Sector Employers Act*.

## **6. Selection and Appointment**

The selection and appointment of Management Employees are the responsibility of the Board, the President as its designate, or a person(s) that may be designated by the President, subject to the Institute's bylaws and policies, the *College and Institute Act*, RSBC 1996, c. 52, and the provisions of the Institute's collective agreements with the BCIT Faculty and Staff Association and the B.C. General Employees' Union. Selection Committees may be struck to make recommendations to the Board, the President, or the President's designate on the selection and appointment of Management Employees.

The Institute may make reasonable changes to a Management Employee's title, duties, responsibilities, or reporting relationships, consistent with the Management Employee's skills and qualifications.

Management Employees may be appointed to a full-time or part-time regular or temporary position. A regular appointment is an appointment to a position for an indeterminate period. A temporary appointment is an appointment for a fixed term.

## **7. Probation**

A Management Employee will be on probation for the first twelve (12) months of active employment following their appointment as a Management Employee. The probationary period may be extended by any period(s) during which the Management Employee is on leave or is otherwise not actively performing work for the Institute. The Institute may otherwise extend the probationary period for a period of up to six (6) months, if it is determined that additional time is required to assess suitability for the role.

The purpose of the probationary period is to provide an opportunity for the Institute to determine whether the employee will be suitable for regular, continuing employment in the Management Employee role. The standard for such suitability shall be determined by the Institute. If performance deficiencies or suitability concerns are identified during the probationary period, these will be enumerated, and positive suggestions will be made to address them.

The Management Employee and their immediate manager will meet within the first month of employment to establish written performance goals and objectives during the probationary

period. The probationary employee will receive ongoing and meaningful feedback, coaching and re-direction if necessary. A performance evaluation will occur on or about the mid-point (6 months) of the Management Employee's first twelve (12) months of service.

On or before the completion of the Management Employee's initial twelve (12) months of service, the Management Employee's immediate manager will review the Management Employee's performance and suitability for continuing employment in the Management Employee's role.

A probationary Management Employee may be released from employment during or at the end of the probationary period, in accordance with section 35 below, if the Institute determines that the Management Employee's performance is unsatisfactory or that the Management Employee is otherwise unsuitable for continued employment in the Management Employee role.

## **8. Performance Evaluation**

The Institute conducts evaluations of the performance of Management Employees, which provides for:

- the establishment of clear objectives and standards that align with the Institute's strategic objectives;
- positive, constructive and meaningful feedback to Management Employees with respect to their job performance;
- consistency across the Institute with respect to salary adjustments.

Performance evaluation is a collaborative two-way process at the Institute, and is initiated by the immediate manager as a communication tool to set objectives, provide feedback, document a Management Employee's performance, highlight achievements, and assist in identifying future career aspirations and development plans. Management Employees may also request informal performance feedback at any time.

For regular Management Employees, performance evaluation meetings and written evaluations will be done annually prior to July 1st. Performance evaluation packages, with detailed guidelines regarding the process, are provided by Human Resources.

Where a Management Employee has been promoted or appointed to a new position, a performance plan, outlining goals and objectives, will be put in place during the first month of employment, and a formal review of the performance plan will be conducted no later than six (6) months following the commencement of the new position.

Completed performance evaluations are strictly confidential and will be retained in the Management Employee's personnel file.

## 9. Bylaws and Policies

Management Employees are bound by, and must comply with, all applicable bylaws and policies that are in effect from time to time at the Institute. Subject to the *College and Institute Act*, the introduction, amendment, and administration of the Institute's bylaws and policies are within the sole discretion of the Institute.

## 10. Personnel Files and Personal Information

The Institute shall maintain a confidential personnel file for each Management Employee. A Management Employee shall have access to their personnel file during regular office hours.

The Institute shall collect, use, disclose, store, and protect a Management Employee's personal information in compliance with the requirements set out in the *Freedom of Information and Protection of Privacy Act*.

## 11. Salary Administration

Subject to the legal and fiscal restraints placed upon it, it is the objective of the Institute to pay its management staff salaries that are sufficiently competitive in the target marketplace to:

- a. attract and retain a high calibre of staff;
- b. recognize the growth of individuals as they assume the full scope and responsibility of their position; and
- c. recognize employees for work performed based on level of performance and contribution.

In consultation with PSEA and PSEC, regular surveys of management compensation in other target marketplaces will be conducted to ensure Institute salaries are competitive. An important principle underlying the compensation philosophy is that there is one standard for job evaluation and salary ranges throughout the Institute.

The Institute pays a salary to each Management Employee on the Management Salary Scale. The Management Salary Scale will be reviewed in accordance with the guidelines established by PSEC and/or PSEA.

Management Employees are paid on a bi-weekly basis by direct deposit. The Bi-weekly rate equals: Annual Salary divided by 26.0892857.

## Salary Placement

### *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 grid. If, at the time of hire, a new employee is fully qualified and can be expected to meet all the position 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 Human Resources Department, in consultation with the hiring manager, will be authorized to determine a starting salary up to and including the control point on the Management Salary Scale.

Initial placement of a new hire beyond the control point requires the written approval of the appropriate Vice President and PSEA. Where written approval is obtained from PSEA, such approval will be maintained by the Human Resources Department and confirmation of the approval will be filed in the Management Employee's personnel file.

### *Wage Progression*

A Management Employee's eligibility for salary progression within the range of the pay grid for their position shall be based on performance and is dependent upon the outcome of their annual performance evaluation. These performance-based salary increase amounts will vary from year to year and to the maximum of the salary range, subject to PSEC guidelines. The effective date for performance based salary increases is July 1st (the "Merit Increase Date").

For newly hired or promoted Management Employees, when the appointment date is less than three months from the upcoming July 1st Merit Increase Date (i.e., between April 1 and June 30), they will be eligible for a performance based salary increase on July 1st of the following complete calendar year, on the basis of satisfactory performance.

Management Employees who have been in their role for more than 3 months and less than 12 months will receive a prorated increase based on the number of months worked prior to the Merit Increase Date, and on the basis of satisfactory performance as determined by a performance evaluation.

Part-time Management Employees will be considered eligible for an increase on the Merit Increase Date.

On or before the Merit Increase Date, the manager will prepare a performance summary, in consultation with their immediate manager, and recommendations on a performance rating in accordance with established performance evaluation guidelines and standards, as amended from time to time.



The completed performance summary form and recommended performance rating must be forwarded to the appropriate next level manager. The next level manager will review and approve prior to submission to Human Resources. The performance summary form will be maintained in the Management Employee's personnel file.

Management Employees on an approved leave of absence for part of an evaluation year will be eligible for a prorated salary adjustment, based on the number of months worked prior to the Merit Increase Date and as determined by a performance evaluation. If the Management Employee is scheduled to go on leave prior to the performance period ending, the manager and the Management Employee must complete the performance summary form prior to the commencement of the employee's leave.

#### *Promotion, Lateral Moves, and Demotion*

Promotion entails the permanent reassignment of a Management Employee into a job that has a higher salary grid.

Salary placement as a result of a promotion to a position with a higher salary grid will be determined by the Vice President, People, Culture, and Inclusion, or their designate. Salary placement must fall within range, up to the control point of the pay grid for the Management Employee's new position.

A lateral move consists of the reassignment of a Management Employee to a different position at the same salary grid. No salary adjustment is required.

A demotion consists of the reassignment of a Management Employee to a position at a lower salary grid. In some circumstances, a downward salary adjustment may be warranted. Such situations should be discussed, in advance, with Human Resources.

## **12. Reclassification**

With the approval of their immediate manager, a Management Employee or their manager may submit a request for a job reclassification, accompanied by an updated job description to Human Resources.

The approval of PSEA and/or PSEC may be required.

If a Management Employee's position is reclassified to a higher salary grid level, the Management Employee's salary must fall within the salary grid of the reclassified position and will result in a salary increase of 6%.

If a Management Employee's position is reclassified to a lower salary grid level and the Management Employee's current salary is above the established salary maximum for that lower level salary grid, the Management Employee's salary shall be red-circled at its current level and

the Management Employee shall not be eligible for further salary increases while their salary level is above the maximum salary range for the position.

### **13. Acting Appointments**

Where a Management Employee is required to fill a position with a higher salary grid on an acting basis for periods of three (3) weeks or longer, the Institute will pay the Management Employee at a salary level which provides for an increase of 8% for the duration of the acting assignment. If an 8% increase is not sufficient to bring the Management Employee's salary to the minimum of the higher-level position's grid level minimum, then the Institute will adjust their salary to the minimum of the salary grid for the higher-level position.

Where a Management Employee is assigned to perform some, but not all the duties of a higher-rated position, the President or their designate may authorize full or partial acting pay, following consultation with Human Resources.

If the temporary assignment is for an extended period, the Management Employee will be eligible for merit increases within that job's salary grid based on the date the higher-level responsibilities were assumed. On return to their permanent position, the Management Employee will be placed at the salary level that would have been attained if the temporary acting assignment had not occurred.

Temporary salary adjustments are not normally paid to a Management Employee who is relieving for a superior's vacation or for a period of less than three (3) weeks.

### **14. Additional Duties**

A Management Employee may on occasion be required by the Institute to perform additional duties on a temporary basis. When this occurs for a period of twenty (20) consecutive working days or more, and has the effect of increasing the Management Employee's workload or level of responsibility in a significant manner (e.g., where a Management Employee is assigned to perform the duties of two different jobs), the Management Employee may be granted a stipend of up to 8% of their salary for the period in which they are performing the additional duties. Approval of the Vice President, People, Culture, and Inclusion, or their designate, is required. The assignment of additional duties shall not exceed a period of twelve (12) months.

The President or their designate may make discretionary exceptions to the above, subject to PSEC guidelines and approvals as required.

### **15. Secondments**

A Management Employee may be seconded to perform duties for another organization for a temporary period, with the agreement of the Management Employee and the Institute. The terms

of the secondment shall be recorded in writing, and signed by the Management Employee and the applicable Vice President or designate.

## 16. Hours of Work

Management Employees are appointed to full-time or part-time positions, normally for an indeterminate period. Unless a Management Employee has a written contractual agreement to the contrary, where appointed to a full-time position, a Management Employee is expected to devote their full time and attention to the affairs of the Institute and to use their best efforts to promote the interests of the Institute. Management Employees are expected to be largely self-directing and self-disciplinary regarding the performance of the job function.

Management Employees may be appointed to temporary positions, to a full-time, or part-time position for a fixed term.

## 17. Annual 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 Management Employees will normally take their full vacation entitlement each year.

The vacation year is calculated based on the calendar year (January 1 through December 31). Vacation entitlement shall be prorated for partial calendar years of service.

Subject to the terms set out below, Management Employees earn and may take paid annual vacation as follows:

<i>Years of Service</i>	<i>Vacation Entitlement</i>
1st to 4th year of employment	25 days
Upon completion of 5 or more years of employment	30 days

Vacation entitlement shall be based on a Management Employee's total length of continuous service with the Institute, or the Pacific Vocational Institute and the former B.C. Institute of Technology, including service in bargaining unit position(s). An employee who leaves a bargaining unit position for a permanent position as a Management Employee will have any unused vacation earned in the bargaining unit paid out. The salary level to be used for such payout will be the salary level of the employee's last bargaining unit position. An employee who leaves a bargaining unit position for a temporary position as a Management Employee shall have any vacation days accrued in their bargaining unit position frozen until they return back to the bargaining unit position.

Management Employees who are hired for a fixed term of three (3) months or less, including those who leave a bargaining unit position on a temporary basis, shall receive 6% pay in lieu of vacation days on each pay. Annual vacation for part-time employees shall be pro-rated.

Requests for vacation should be submitted in writing to the Management Employee's immediate manager for approval, taking into account operational requirements.

If a Management Employee's approved vacation is cancelled by the Institute, the Institute will reimburse the Management Employee for reasonable non-refundable travel expenses incurred by the Management Employee as a result of such cancellation, upon presentation of receipts.

Management Employees are expected to take the annual vacation to which they are entitled in the year in which it is earned. A Management Employee may carry forward up to ten (10) unused vacation days from one year to the following year (the "Following Year"). More than ten unused vacation days may only be carried forward to the Following Year with the written approval of a Vice President. Any and all vacation days carried forward must be used by, or paid out to, the Management Employee by the end of the Following Year. These vacation carry-forward restrictions do not apply to vacation that was banked by a Management Employee on or before December 31, 2002.

#### *Long Service Non-Recurring Vacation Leave*

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

Upon completion of 10th year of employment	5 days
Upon completion of 15th year of employment	10 days
Upon completion of 20th year of employment	15 days

The above non-recurring vacation leave for long service Management Employees must be taken from the date of completion of the respective year of employment until December 31st of the fourth year following that year. Any unused non-recurring vacation days will not be carried forward beyond this period and will not be eligible to be paid out.

## **18. Statutory Holidays**

The Institute recognizes the following as Statutory Holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, and any other day proclaimed by the Federal or BC governments to be a statutory holiday.

The Institute also recognizes the following days as paid holidays: Easter Monday, Christmas Eve, Boxing Day, and New Year's Eve.

When a Statutory Holiday occurs on a Saturday or Sunday, the following Monday will be substituted for the Statutory Holiday.

Management Employees normally receive the day off with pay on Statutory or paid Holidays. A Management Employee who works on a Statutory or paid Holiday is not eligible for extra pay.

## **19. Group Benefit Plan**

Management Employees who are employed by the Institute at 50% or greater status, and the eligible dependents of those Management Employees, are entitled to coverage under the group benefit plan the Institute makes available from time to time to its Management Employees, subject to the waiting periods, eligibility requirements, and other conditions set out in the plan contract(s).

The Institute's group benefit plan currently includes coverage for: MSP, extended health, dental, group life insurance, accidental death and dismemberment, and long-term disability, as well as an Employee and Family Assistance Plan. Details of the current group benefit plan can be found in the respective benefits booklets made available to Management Employees.

It is a condition of employment for a Management Employee to participate in the benefit plans for which they are eligible, unless evidence of alternative coverage is provided. Where a Management Employee declines coverage, a waiver of benefits will be signed.

The Institute pays 100% of the premiums for Management Employees to participate in the group benefit plan. The Institute retains the right to change the model for premium sharing if plans and associated costs change.

Temporary employees will not be eligible for long term disability insurance.

The Institute's obligation under the group benefit plan(s) is limited to the payment of the employer's share of the premiums. All decisions regarding eligibility and coverage are made by the group benefit provider(s); the Institute does not bear any responsibility or liability for such decisions. The Institute 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.

Benefits premiums will continue to be paid by the Institute while Management Employees are on a statutory leave, pursuant to sections 25 and 26. Subject to the eligibility requirements of the appropriate plan, Management Employees may opt to retain benefit coverage during a leave of absence without pay pursuant to section 25(d) by paying 100% of the premiums for the duration of the leave.

If there is a discrepancy between a statement within these Management Terms and Conditions of Employment and a benefit plan document, the plan document will govern.

## 20. Sick Leave / Short Term Disability

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

<i>Length of Service</i>	<i>Entitlement</i>
Less than 1 year	1 week @ 100% salary 25 weeks @ 75% salary
1 - 5 years	12 weeks @ 100% salary 14 weeks @ 75% salary
Over 5 years	26 weeks @ 100% salary

For the purposes of calculating short term disability benefits, a Management Employee's employment with the Pacific Vocational Institute and the former B.C. Institute of Technology is deemed continuous. Pursuant to the *Public Sector Employers Act*, short term disability benefits banked after 2002 cannot be paid out in the form of additional vacation leave, nor a cash payment of benefit other than sick leave.

In the event that a Management Employee on short term disability establishes an accepted WorkSafe BC claim and receives wages loss benefits pursuant to that claim, the Management Employee will be responsible for remitting to the Institute all WorkSafe BC payments which, in combination with the short term disability benefits, are in excess of 100% of net regular salary.

Where a Management Employee is absent from work due to an injury which involves third party liability (e.g., an ICBC claim), upon receipt of the accident settlement or award, the Management Employee must repay to the Institute and/or the long term disability insurance carrier, an amount equal to the short and long term disability payments received by the Management Employee.

## 21. Long Term Disability

Management Employees who remain unable to work for medical reasons upon the expiry of the 26-week sick leave period may apply for long term disability benefits. Long-term disability coverage ends at age 65. Long term disability coverage is provided in accordance with the terms of the contract with the insurance carrier.

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

Where a Management Employee is unable to establish a long-term disability claim, they may be granted a leave of absence without pay for a period not to exceed six (6) months. If the Management Employee does not return to work or establish a long term disability claim within this period, then their employment may be terminated.

## **22. Medical Information**

A Management Employee who is absent from work for medical reasons for five (5) or more consecutive days must, upon request, provide the Institute or its third party benefits carrier with a letter or note from the Management Employee's physician, confirming that the Management Employee is unable to work for medical reasons, and stating or estimating the date when the Management Employee will be medically fit to return to work. If the Management Employee's absence continues, the Management Employee will be expected to provide updated medical information as requested by the Institute.

The Institute also reserves the right to request medical information to confirm that a Management Employee is medically fit to work, to facilitate the accommodation of a physical or mental disability, or in other reasonable circumstances.

The Institute may require a Management Employee to attend an independent medical examination where it is reasonable to do so.

## **23. Pension**

Management Employees are required as a condition of employment to participate in the College Pension Plan.

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

## **24. Confidential Information**

Management Employees are granted access to and entrusted with Confidential Information in the course of their employment with the Institute. "Confidential Information" means information disclosed to, used by, developed by, or made known to a Management Employee in the course of the Management Employee's employment with the Institute which is not generally known by persons outside the Institute's organization including, but not limited to, information (printed, electronic, or otherwise) pertaining to the Institute's past, present, future, and contemplated students, employees, business, assets, operations, practices, methods, facilities, equipment, technology, research, marketing methods or strategies, finances, inventions, routines, policies, and procedures.

Management Employees must not, except as required by law, either during the Management Employee's employment with the Institute or at any time thereafter, directly or indirectly, by any

means whatsoever, divulge, furnish, provide access to, or use for any purpose other than the purposes of the Institute, any Confidential Information.

Any breach of this provision may result in discipline up to and including the immediate termination of employment, in addition to legal action by the Institute and/or others.

## **25. Leaves of Absence**

The terms under which leaves of absence may be granted to Management Employees are described below. All leaves of absence must be approved in writing. When a Management Employee returns to work after an approved leave, the Management Employee shall be placed in the position the Management Employee held before taking the leave, or a comparable position.

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

The Institute will grant a paid leave of absence to a Management Employee who is summoned for jury duty, or subpoenaed as a witness in a court proceeding to which the Management Employee is not a party or where such court action is not occasioned by the Management Employee's own private affairs.

Management Employees must provide their immediate manager with supporting documentation showing the necessity for the court appearance or jury duty, the time during which the Management Employee's attendance is required, and the fees (if any) paid to the Management Employee. Such fees must be paid by the Management Employee to the Institute, in return for receiving paid leave, except for travel and meal allowances.

### **b. Family Responsibility Leave**

A Management Employee is entitled to up to two (2) days of paid leave and up to 3 (three) days of unpaid leave in any one calendar year to meet responsibilities related to the care, health, or education of a member of the Management Employee's Immediate Family, when no one other than the employee can provide for the needs of that Immediate Family member. The Institute may request medical documentation to support such request for leave.

### **c. Bereavement Leave**

A Management Employee will be granted up to five (5) days of paid bereavement leave in the event of the death of a member of the Management Employee's Immediate Family. Requests for bereavement leave should be discussed with the Management Employee's immediate manager. The manager may grant additional bereavement leave with the written approval of the appropriate Vice President or designate.



**d. Leave of Absence Without Pay**

A Management Employee may be granted a leave of absence without pay for up to one (1) year, at the discretion of the Institute, provided an appropriate plan is in place to ensure the normal operations of the unit will be maintained.

An application for a leave of absence without pay shall be made in writing to the Management Employee's immediate manager. The manager will review the leave request and make a recommendation to the appropriate Vice President or designate for approval.

No benefit premiums shall be payable by the Institute when a Management Employee is on leave without pay, except as provided in this policy. If a Management Employee wishes to maintain their benefit coverage during a leave of absence without pay, the Management Employee must provide the Institute with advance payment of both the employee's share and the Institute's share of the applicable benefit premiums. Continuation of benefit coverage during an unpaid leave of absence shall be subject to the Institute's contract with the benefit carrier.

Management Employees will not accrue vacation while on unpaid leave under this section, unless required by the *Employment Standards Act* ("ESA").

**e. Political Leave**

Management Employees who wish to engage in political activities on their own time may do so, provided such activities do not interfere or conflict with the Management Employee's obligations to the Institute. A Management Employee must not engage in political activities on Institute time or premises, or by using Institute equipment or services.

If a Management Employee is nominated as a candidate for an election at the Municipal, Provincial, or Federal level, they may request a leave of absence, without pay, to participate in the election campaign. An application for such leave shall be made in writing to the Management Employee's immediate manager. The manager will review the leave request and make a recommendation to the President or designate for approval. The length of such leave shall be up to six (6) weeks for a Federal or Provincial election, and up to two (2) weeks for a Municipal election.

If a Management Employee is elected to a part-time Municipal office, a short-term and/or partial leave of absence without pay may be granted at the discretion of the Institute.

If a Management Employee is elected to a full-time public office, the Institute shall grant the Management Employee a leave of absence without pay, for a maximum of five (5) years or one term of political office, whichever is lesser. The Institute cannot guarantee that the Management Employee will be returned to the same position held at the time the political leave is granted.

The granting of political leave shall be subject to the following conditions:

- the leave must not adversely affect the normal operations of the unit in which the Management Employee works; and
- the request for political leave must be submitted at least two (2) weeks prior to the first day of the leave period.

Benefit coverage for a Management Employee who takes unpaid political leave shall be dealt with as outlined in the Leave of Absence Without Pay section of this policy. Management Employees on political leave will not accrue vacation while on leave.

**f. Compassionate Care Leave**

Management Employees are entitled to take up to twenty-seven (27) weeks of unpaid compassionate care leave within a fifty-two (52) week period, to provide care and support to a member of the Management Employee's Immediate Family, in situations where that person is gravely ill with a significant risk of death within twenty-six (26) weeks. To qualify for this leave, a Management Employee must provide a certificate from a medical practitioner stating that the Immediate Family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

**g. Other Leaves Under the ESA**

Management Employees are entitled to take other leaves as provided for in the *Employment Standards Act*, including domestic or sexual violence leave, leave respecting the death or disappearance of a child, and critical illness or injury leave. The duration of such leaves will be in accordance with the ESA.

**26. Maternity and Parental Leave**

**a. Maternity Leave**

A Management Employee who is pregnant is entitled to up to seventeen (17) consecutive weeks of maternity leave. Maternity leave may begin no earlier than thirteen (13) weeks before the expected birth date, and must end no earlier than seventeen (17) weeks after the birth date unless the Management Employee requests a shorter period. A request for maternity leave made during the pregnancy must be made in writing as early as possible, but at least four weeks before the proposed start date to allow satisfactory arrangements to be made for a replacement for the Management Employee's leave period.

If maternity leave is not requested until after the birth of a child, the Management Employee is entitled to up to seventeen (17) consecutive weeks of leave beginning on the date of birth. If a Management Employee requests leave after the termination of the pregnancy, the

Management Employee is entitled to up to six (6) consecutive weeks of leave, beginning on the date of the termination of the pregnancy.

An initial period of leave may be extended up to six (6) consecutive weeks if a Management Employee is unable to return to work for medical reasons relating to the birth or termination of a pregnancy.

A request to return from leave earlier than six (6) weeks from the birth must be made in writing at least one (1) week before the proposed return date.

Absences for health reasons during pregnancy will be covered by the sick leave provisions, in section 20.

The Institute may require a Management Employee to provide a doctor's certificate in support of a request for maternity leave or a leave extension.

Should the *Employment Standards Act* be amended in relation to entitlements to maternity/parental leave, the above entitlements will be amended to reflect such legislated amendments.

#### **b. Parental Leave for Birth and Adopting Parents**

A birth parent who has taken maternity leave is entitled to up to sixty-one (61) consecutive weeks of parental leave. The Management Employee must begin their parental leave immediately after their maternity leave ends, unless they and the Institute agree otherwise.

A birth parent who does not take maternity leave, or an adopting parent, is entitled to up to sixty-two (62) consecutive weeks of parental leave. A birth parent or adopting parent must begin the leave within seventy-eight (78) weeks after the birth of the child or after the child is placed with the adopting parent.

An initial period of parental leave may be extended up to five (5) consecutive weeks if the child requires an additional period of parental care.

A request for parental leave by a birth parent must be made in writing as early as possible, but at least four weeks before the proposed start date to allow satisfactory arrangements to be made for a replacement for the Management Employee's leave period.

The Institute may require a Management Employee to provide a doctor's certificate or other evidence that the Management Employee is entitled to the parental leave or leave extension.

A combined maternity/parental leave shall not normally exceed seventy-eight (78) weeks in duration.

Should the *Employment Standards Act* be amended in relation to entitlements to maternity/parental leave, the above entitlements will be amended to reflect such legislated amendments.

**c. Group Benefit Premiums**

While a Management Employee is on maternity or parental leave, the Institute will continue to pay the applicable premiums under the Institute's group benefit plans.

Benefit eligibility and coverage during maternity and parental leaves is subject to the terms of the applicable benefit plan(s).

A Management Employee's employment while on maternity or parental leave is deemed continuous for the purposes of calculating annual vacation entitlement.

**d. Supplemental Employment Benefit Plan**

When a Management Employee is on maternity or parental leave, they will be entitled to receive a supplemental payment, in addition to Employment Insurance benefits, in accordance with the Institute's policies and procedures, as amended from time to time.

**27. Professional Development and Training**

The Institute recognizes the benefits that lifelong learning and appropriate professional and/or career development activities bring to both the Institute and its employees, to improve and remain current in the skills and knowledge required by their positions, and to upgrade their qualifications to prepare for promotional advancement to other jobs within the Institute.

Professional development activities must serve one or more of the following purposes:

- furthering a Management Employee's education, in a manner that would benefit the Institute;
- pursuing studies relevant to Institute activities;
- studying new technological developments related to the Management Employee's role; or
- pursuing other activities of mutual benefit to the Institute and the Management Employee.

A Management Employee may be entitled to funding for professional development activities in accordance with the Institute's Professional Development Funding policy.

### *Short Term Programs*

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

### *Extended Programs*

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 Management Employee's skills and performance in their current position, and enhancement of the Management Employee's long-term contribution to the Institute.

### *Exchange Leaves*

Management 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 (12) months in duration.

## **28. Tuition Waiver**

The Institute will waive the tuition fees for courses at the Institute for Management Employees who occupy regular positions, in accordance with the Institute's policy regarding fee waivers. Temporary employees can apply for a tuition fee waiver if the course will be completed prior to employee's appointment end date. Regular course prerequisites must be satisfied, and employees may not displace fee-paying students in a course. Where such courses are not job-related, the payment of tuition by the Institute will be deemed to be a taxable benefit.

## **29. Parking**

Parking spaces will be made available to Management Employees subject to availability. Parking fees, subsidized by the Institute and treated as a taxable benefit, will be taken via payroll deduction.

## **30. Child Care Facilities**

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

## **31. Travel and Other Expenses**

The Institute will reimburse a Management Employee, in accordance with the Institute's Travel Policy, for authorized travelling and other out-of-pocket expenses actually and properly incurred

by the Management Employee in the course of carrying out the Management Employee's duties and responsibilities for the Institute.

#### *Car Allowances*

Management Employees in the position of Vice President will be eligible to receive a car allowance, in the amount of \$500.00 per month, as compensation for automobile related expenses incurred by the Management Employee in the course of carrying out their duties and responsibilities for the Institute.

#### *Moving Expenses*

Newly hired Management Employees who are required to relocate to the Lower Mainland from another location may be entitled to receive reimbursement for eligible moving expenses, in accordance with the Institute's Moving Expenses policy and applicable Canada Revenue Agency guidelines.

### **32. Indemnification**

The Institute will indemnify and save harmless a Management Employee from any action, claim, or proceeding brought against the Management Employee in connection with the proper performance of the Management Employee's duties.

The Institute will not indemnify or save harmless a Management Employee in connection with any action, claim, or proceeding brought as a result of the Management Employee's improper conduct, breach of a duty owed to the Institute, or for any fines imposed or legal fees incurred as a result of a charge, prosecution, and/or conviction pertaining to an offence under Federal or Provincial law.

### **33. Resignation**

Management Employees must provide the Institute with a minimum of two (2) months' written notice of resignation.

Management Employees whose principal employment duties do not consist of supervising or directing human or other resources must provide the Institute with a minimum of three (3) weeks' written notice of resignation.

The resignation notice period may be reduced with the agreement of the Management Employee's immediate manager. For Management Employees in teaching areas, resignations should coincide, wherever possible, with the end of an academic term.

A Management Employee's last day of employment will be the last day worked and any unused vacation earned will be paid out on their last pay.

### 34. Retirement

Management Employees must provide at least three (3) months' notice of their intention to retire from their employment with the Institute. Once a Management Employee gives notice of retirement, Human Resources will advise the employee of the procedures to be followed to arrange for retirement benefits.

Management Employees who wish to retire prior to age 65 will be governed by the rules of the Pension Plan.

Pension benefits will be governed by the rules of the 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. Extended health, dental, and Employee and Family Assistance Program benefits will end at the end of the month immediately following the month in which the employee retired. All other benefits coverage will cease as of the date of retirement.

### 35. Termination of Employment

The Institute may terminate the employment of a Management Employee:

- i. for cause, without any notice, payment in lieu of notice or severance compensation; or
- ii. without cause, and by providing the Management Employee with three months' notice or three months' salary in lieu of notice (the "Three Month Notice or Severance Period").

As of the date of termination, sick leave accrual and short and long-term disability coverage will immediately cease. If the termination is without cause, all other benefits provided under section 19 will be continued during the Three Month Notice or Severance Period.

Where a Management Employee's employment is terminated by the Institute without cause, the Management Employee will receive, in addition to the Three Month Notice or Severance Period, an additional one month of notice or one month of salary in lieu of notice for each completed year of continuous service with the Institute (the "Additional Notice or Severance"), up to a combined maximum of eighteen (18) months' notice or salary in lieu of notice, subject to the execution of a release as set out below and the conditions under the *Public Sector Employers' Act* and the *Employment Termination Standards* regulation as may be amended from time to time.

As a condition of receiving the Additional Notice or Severance, the Management Employee must conduct an intensive job search. Should the Management Employee obtain, or refuse an offer of, a position during the Three Month Notice or Severance Period that is at a generally equivalent level to their last position with the Institute, they will not be eligible for the Additional Notice or Severance.

If a Management Employee is re-employed by the Institute as a regular employee within eighteen (18) months after termination, their original vacation service date will be restored, and the Additional Notice or Severance will be prorated against the length of absence and any balance will be due to the Institute.

For the purposes of calculating the Additional Notice or Severance, a Management Employee's prior continuous employment with the former Pacific Vocational Institute is deemed continuous service.

Each Management Employee agrees that their right to notice of termination of employment, or severance compensation in lieu of such notice, is limited to the amounts described in this section. The Management Employee expressly waives any greater right to notice of termination, payment in lieu of notice, or severance compensation, including any such right at common law, in equity, or under any federal or provincial statute or regulation, and agrees that upon termination of their employment and as a condition of receiving any Additional Notice or Severance, they shall be required to execute a release in favour of the Institute, releasing the Institute from any and all claims arising from their employment or its termination.

Upon termination of employment, the Management Employee must promptly return to the Institute all property belonging to the Institute.

The termination of a Management Employee's employment with the Institute shall be subject to the requirements outlined in the *Public Sector Employers Act* and the *Employment Termination Standards* regulation, as may be amended from time to time.