



Douglas College

TERMS AND CONDITIONS OF EMPLOYMENT
FOR ADMINISTRATORS

Revised November 23, 2023

Table of Contents

1.	INTRODUCTION	3
2.	DURATION	3
3.	REVISIONS	3
4.	COVERAGE	3
5.	BYLAWS AND POLICIES	3
6.	PROBATION	3
7.	SALARIES	4
8.	TEMPORARY SUBSTITUTION AND SPECIAL PROJECTS	4
9.	VACATION	4
10.	PROFESSIONAL DEVELOPMENT	5
11.	EMPLOYEE FILES	5
12.	EVALUATION	5
13.	BENEFITS	6
14.	PENSION	6
15.	SICK LEAVE	6
16.	SHORT-TERM/LONG-TERM DISABILITY BENEFITS	7
17.	MATERNITY AND PARENTAL LEAVE	8
18.	BEREAVEMENT LEAVE	10
19.	OTHER LEGISLATED LEAVES	11
20.	LEAVE OF ABSENCE WITHOUT PAY	12
21.	EDUCATIONAL LEAVE	12
22.	MEMBERSHIPS	13
23.	PARKING/GREEN COMMUTATION ALLOWANCE	13
24.	TRAVEL ALLOWANCES	14

<u>25.</u>	<u>JURY DUTY</u>	<u>14</u>
<u>26.</u>	<u>POLITICAL ACTIVITIES</u>	<u>14</u>
<u>27.</u>	<u>RETIREMENT</u>	<u>14</u>
<u>28.</u>	<u>RESIGNATION</u>	<u>14</u>
<u>29.</u>	<u>TERMINATION</u>	<u>14</u>
<u>30.</u>	<u>INTELLECTUAL PROPERTY RIGHTS</u>	<u>15</u>
<u>31.</u>	<u>CONFIDENTIAL INFORMATION</u>	<u>15</u>
<u>32.</u>	<u>TUITION WAIVER</u>	<u>15</u>
<u>33.</u>	<u>INDEMNIFICATION</u>	<u>15</u>

1. INTRODUCTION

This is a statement of the working conditions Administrators of Douglas College. These working conditions are established by the Douglas College Board and are approved under the Public Sector Employees Act. This document supersedes all previous working conditions documents. If there is any inconsistency between these working conditions and an Administrator's written employment agreement with the College, the terms of the written employment agreement and any legislative requirements will prevail to the extent of the inconsistency.

2. DURATION

This document and its amendments shall be effective on the dates established by the College Board.

3. REVISIONS

Revisions to this document may be approved by the College Board after consultation has taken place between the Board and the College President. Material revisions may be made by the Board.

7. SALARIES

The College pays a salary to Administrators on the Administration Salary Grid. The Board

employee's vacation balance and paid at the Administration rate in effect when the vacation is taken. For temporary appointments, any bargaining unit vacation that is not carried forward will be frozen for the duration of the appointment. For regular appointments, any bargaining unit vacation that is not carried forward will be paid out at the staff or faculty rate in effect when they leave the bargaining unit.

Written vacation plans are to be submitted by all Administrators to their immediate supervisor by May 15, each year for approval. Any alteration to vacation plans are to be submitted in writing and approved by the immediate supervisor.

Vacation leave taken must be reported on a monthly basis.

Administrators are expected to take the annual vacation

- x assist Responsible Administrators in determining where or how an Administrator's capabilities might be used most effectively in the future;
- x serve as a basis for recommending professional development for Administrators
- x determine eligibility for merit-based salary increases.

Evaluations including performance plans and reviews shall be carried out annually for all Administrators. Evaluations will be conducted in accordance with the College's Performance Development Program for Administrators

A 360° evaluation for Administrators shall be completed prior to the end of the probationary period.

Administrators who are appointed to a permanent position following a successful evaluation in an interim role may be exempt from having a probationary evaluation.

13. BENEFITS

Administrators who are employed by the College at least 20 hours per week or greater, and the dependents of those Administrators are entitled to coverage under the group benefit plans the College makes available from time to time to its Administrators, subject to the waiting periods, eligibility requirements and other conditions set out in the plan contract(s).

The College's group benefit plans currently include coverage for the College's

the first thirty (30) calendar days of absence from work. Absences separated by return to work of less than one regular workday and/or less than full hours and duties will be considered as the same absence for sick leave purposes.

Sick leave cannot be accrued nor banked. Sick Leave cannot be used on an ~~ad hoc~~ basis or used in combination with other types of leave.

An ill or injured employee who receives salary continuance as sick leave, and who for the same leave(s) receives compensation for past or future wage loss any source (e.g. SafeBC, The Insurance Corporation of British Columbia, or legal action initiated by the employee against a third party or other entities) notify the College immediately upon receiving such compensation, and may be required to sign a reimbursement and rights of subrogation agreement with the College for an amount equal to that which was paid by the ~~College~~ For the leave(s).

All sick leave absences must be reported to the employee's immediate supervisor as early as possible. For an absence of ten (10) or more regular workdays, Administrators must provide medical documentation from a licensed physician stating the general nature of the medical condition, associated job-related limitations and/or restrictions on function, the expected duration of submissions/restrictions, and the date when the employee is expected to be medically fit to return to work. This information must be received without delay.

On the 10th workday of absence for which a return to full duties is unknown or not confirmed to be within 30 calendar days the employee will complete a claim for Short Term Disability without delay.

16. SHORT TERM/LONG

17. MATERNITY AND PARENTAL LEAVE

Maternity Leave

Terms and conditions of this leave provision shall be in accordance with the Employment Standards Act and Employment Insurance (EI) rules, which are subject to change.

An Administrator who is pregnant is entitled to up to seventeen (17) consecutive weeks of unpaid maternity leave. Maternity leave may begin no earlier than thirteen (13) weeks before the expected birth date, and no later than the actual birth date. Maternity leave must end no later than seventeen (17) weeks after the leave begins. A request for maternity leave should be made in writing at least four (4) weeks before the proposed start date.

If an employee requests a maternity leave after the birth, the seventeen (17) week leave will start on the date of the birth.

If an Administrator's pregnancy is terminated, the employee is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the termination of the pregnancy.

applicable premiums under the College's group benefit plan provided the employee chooses to continue to pay their share of the cost (where applicable). For a birth parent, this will be for a maximum of sixty-seven (67) weeks if the parental leave is extended for an additional period of parental care. For a birth mother, this will be a maximum of eighty-nine (89) weeks if the maternity leave is extended due to reasons relating to the birth and the parental leave is extended for an additional period of parental care.

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

Supplemental Employment Benefits

The College will provide the following supplemental employment benefits to administrators who are on maternity and/or parental leave:

Birth Motherstaking 17 Weeks of Maternity Leave Only

- x For the first week of maternity leave

maternal/c

- x For a maximum of thirty-five (35) weeks of parental leave, an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of salary, calculated on the employee's average base salary.

Other Birth and Adopting Parents

- x For the first week of parental leave, eighty

19. OTHER LEGISLATED UNPAID LEAVES

For the purpose of the leaves in this section, "immediate family" means the spouse, child, spouse's child, parent, spouse's parent,

services or social services, psychological or other professional counselling services, relocation

24. TRAVEL ALLOWANCES

Administrators required to travel on College business shall be reimbursed for reasonable authorized expenses, in accordance with the College's Expense Guidelines.

25. JURY DUTY

Leave of absence with pay will be granted when an Administrator is required to serve on a jury or as a crown witness. The employee must provide their immediate supervisor with supporting documentation showing the necessity for the jury duty or court appearance, the time during which the employee's attendance is required, and the fees (if any) paid to the excluded employee. Such fees must be paid by the excluded employee to the College, in return for receiving the paid leave.

26. POLITICAL ACTIVITIES

The College will not apply restrictions to Administrators who wish to engage in political activities on their own time as campaign workers, provided such activities do not interfere or conflict with the Administrator's obligations to the College. An Administrator must not engage in political activities on College time or premises, or by using College equipment or services.

If an Administrator is nominated as a candidate for an election at the Municipal, Provincial or Federal level, they may apply to take leave of absence without pay to engage in the election campaign. If elected to office, the Administrator may apply to be granted leave of absence without pay for one (1) term of office at the discretion of the President. One (1) month's notice shall be given to the College in advance of the proposed leave.

27. RETIREMENT

An Administrator may retire from employment with the College by giving a minimum of six (6) weeks' written notice to the employee's immediate supervisor, with a copy to Human Resources.

28. RESIGNATION

An Administrator may resign from employment with the College by giving a minimum of six (6) weeks' written notice to the employee's Responsible Administrator with a copy to Human Resources. Resignation will not be scheduled after the last day worked.

29. TERMINATION

The College may terminate the employment of an Administrator:

- x for cause, without any notice, payment in lieu of notice or severance compensation; or
- x without cause, and without further obligation, by providing the Administrator with the amount of notice, payment in lieu of notice, or severance compensation that is required by the express terms of the excluded employee's employment agreement with the College.

The termination of an Administrator's employment with the College shall be subject to the requirements outlined in the Public Sector Employers Act and the Employment Termination and Standards regulation.

30. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights (including copyright) in all works (including, without limitation, educational aids, films, outlines, notes, manuals, apparatus, teaching materials, which have been designed, written, created, constructed or invented by an Administrator, in one or more of the following ways:

- x in the course of the employee's employment with the College; or
- x with the use of College materials; or
- x through the use of College funds; or
- x with technical or clerical assistance provided by the College,

shall be the sole and absolute property of the College, unless otherwise agreed in writing by the College Administrators are encouraged, however, to collaborate in the authorship of textbooks and other educational materials in their own fields. When beginning such work, employees should discuss details with the College President, as an agreement may be reached to assign right to the employee.

31.