DOUGLAS COLLEGE

TERMS AND CONDITIONS OF EMPLOYMENT

FOR ADMINISTRATORS

Revised April 2, 2024

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1. INTRODUCTION

This is a statement of the working conditions for Administrators of Douglas College. These working conditions are established by the Douglas College Board and are approved under the Public Sector Employers 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 from 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 subject to approval under the Public Sector Employers Act.

4. COVERAGE

This document governs all excluded employees in the administrative group, other than the President. Appointments are subject to the terms and conditions outlined in this document, unless otherwise stated in an Administrator's written employment agreement. Administrators shall be given notice of any changes affecting the terms and conditions of their employment. Reasonable advance notice will be provided if the change is fundamental in nature.

5. BYLAWS AND POLICIES

Administrators are bound by, and must comply with, all applicable bylaws and policies that are in effect from time to time at the College, including but not limited to the College's Code of Conduct. Subject to the College and Institute Act, the introduction, amendment and administration of the College's bylaws and policies, including but not limited to this policy and the Code of Conduct, are within the sole discretion of the College.

6. PROBATION

An Administrator shall complete a probationary period of one (1) year from the date of their initial appointment to an excluded position. The probationary period will be extended by any period(s) during which the Administrator is on leave or is otherwise not actively performing work for the College. Administrators who have completed their initial probationary period in an administrative role will not be required to serve an additional probationary period if promoted to a new administrative position.

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

The College may extend an Administrator's probationary period by up to six (6) months, if performance deficiencies or suitability concerns are identified during the probationary period.

A probationary Administrator may be released from employment during or at the end of the probationary period, if the College determines that the Administrator's performance is unsatisfactory or that the Administrator is otherwise unsuitable for continued employment in the excluded role.

7. SALARIES

The College pays a salary to Administrators on the Administration Salary Grid. The Board reviews and approves the Administration Salary Grid in accordance with the guidelines established by PSEC (Public Sector Employers' Council) and/or PSEA (Post-Secondary Employers' Association).

An Administrator's initial placement within the salary range for their position is determined by the President or designate, based on the Administrator's experience and qualifications, and may be subject to approval by PSEC and/or PSEA.

Advancement within the applicable salary range shall be consistent with the College's approved compensation structure.

8. TEMPORARY SUBSTITUTION AND SPECIAL PROJECTS

Temporary substitution pay may be available where a Responsible Administrator assigns to an Administrator the core functions of a higher rated administrative position for a period of three (3) consecutive weeks or more. During the substitution period, employees will be compensated as per the College's procedure on Substitution Pay.

Special project pay may be available in extraordinary circumstances, where an Administrator is assigned major project work, for a significant period of time, in addition to their regular duties. Employees will be compensated as per the College's procedure on Compensation for Special Projects.

Administrators have the right to teach or work in non-excluded positions, at any time if need exists, provided that the collective agreements with the Douglas College Faculty Association and Local 703 of the B.C. General Employees' Union are not violated. No additional salary or benefits are provided.

Requests for temporary substitution, and requests to teach or work in a non-excluded position, are to be submitted in writing by the Responsible Administrator to Human Resources in advance of the commencement of the additional work.

9. VACATION

Vacation entitlement for Administrators is as follows:

First two calendar years of service (20 working days)	4 weeks
Third calendar year of service (25 working days)	5 weeks
After three calendar years of service (30 working days)	6 weeks

The vacation year is calculated based on the calendar year (January 1 to December 31). Vacation entitlement is pro-rated for partial calendar years of service.

With approval from the President or designate, the College may recognize all or part of an Administrator's service with another employer, for the purpose of determining their initial vacation entitlement. In no circumstances will such entitlement exceed 6 weeks per annum.

An employee who leaves a bargaining unit position for either a temporary or regular position as an Administrator may choose to carry forward up to ten (10) bargaining unit vacation days. Vacation carried forward will be added to the

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 to which they are entitled. An Administrator may carry forward up to ten (10) unused vacation days from one year to the following year (the "Following Year"), with the written approval of the Responsible Administrator. Any and all vacation days carried forward must be used by the end of the Following Year. Unused vacation will not be paid out except upon termination, unless authorized by the President due to extraordinary circumstances.

10. PROFESSIONAL DEVELOPMENT

The College provides Administrators with up to three (3) weeks of paid professional development time each year, to pursue professional development activities aimed at enhancing the performance of employees in their current role or to prepare them for a new position within the College. Paid professional development time must be approved by the excluded employee's Responsible Administrator.

The College shall set aside, at the beginning of each fiscal year, an amount equal to $500.00 per Administrator into a Professional Development Fund. Administrators' funds are individually tracked and can be accumulated over several years. Administrators' expenses relating to Professional Development Activities are limited by, and will be paid from, the professional development funds they have each accrued. Additional professional development funding may be available through departmental budgets with approval provided by the excluded employee's Responsible Administrator.

Applications for Professional Development Funds must outline how the funding will enhance the Administrator's performance in their current role or will prepare them for a new position within the College, and must comply with the College's Professional Development Funds (For Excluded Employees) procedure.

11. EMPLOYEE FILES

The College shall maintain an employee file for each excluded employee, in Human Resources. An Administrator shall have access to their employee file.

The College shall collect, use, disclose, store and protect an excluded employee's personal information, in compliance with the requirements set out in the Freedom of Information and Protection of Privacy Act.

12. EVALUATION

The purpose of evaluation is to:

- determine the goals and contributions Administrators are expected to make over a stated period of time;
- assess how well Administrators have met their responsibilities;
- aid Administrators in improving their effectiveness;
- assist Responsible Administrators in determining where or how an Administrator's capabilities might be used most effectively in the future;
- serve as a basis for recommending professional development for Administrators;

- 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 eligible dependants 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 an Employee and Family Assistance Program (EFAP), Extended Health, Dental, Group Life Insurance, Accidental Death and Dismemberment, Short-Term Disability and Long-Term Disability. However, Group Life Insurance, Accidental Death and Dismemberment, Short-Term Disability and Long-Term Disability are made available to regular Administrators only. The Group Benefit Plan Booklet provides additional information on the benefit entitlements. A current copy of the Group Benefit Plan booklet is available on the Douglas College website.

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

The College pays 100% of the premiums for full-time Administrators to participate in the group benefit plans. Eligible part-time Administrators share the cost of the benefit premiums on a pro-rated basis according to the Administrator's percentage of a full-time work assignment, unless otherwise agreed by the appropriate Vice President.

The College's obligation under the group benefit plans 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 College does not bear any responsibility or liability for such decisions. The College reserves the right to amend, alter or vary the terms of the group benefit plan(s) and/or change group benefit provider(s) from time to time at its sole discretion.

14. PENSION

Administrators who are required to participate in the College Pension Plan must do so as a condition of employment. Participation is subject to College Pension Plan rules. Administrators who are eligible to opt out of the College Pension Plan must sign a waiver form before they may opt out.

15. SICK LEAVE

Administrators do not accumulate sick leave. The College will provide an Administrator who is prevented by their own illness or injury from performing their essential job duties with sick leave in the form of salary continuance, for up to the first thirty (30) calendar days of absence from work. Absences separated by a 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 a pro-rated 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., WorkSafeBC, the Insurance Corporation of British Columbia, or legal action initiated by the employee against a third party or other entity), must 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 Payor 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, any associated job-related limitations and/or restrictions on function, the expected duration of such limitations/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-TERM DISABILITY BENEFITS

Short-Term and Long-Term Disability benefits are available to regular/permanent Administrators as well as regular faculty or support staff in a temporary excluded appointment who are eligible for disability benefits in their regular position.

After an Administrator is absent more than thirty (30) consecutive calendar days, due to accident or illness, the provisions of the Short-Term Disability Plan shall apply for a period of twenty-six (26) weeks. This income replaces the employee's regular salary. Premiums are paid by the College, and benefits are therefore taxable. Benefits are paid at the rate of seventy-five percent (75%) of an employee's regular salary and are subject to the terms and conditions of the plan.

After an Administrator is absent more than twenty-six (26) weeks (exclusive of the thirty (30) consecutive calendar days of sick leave), due to accident or illness, the provisions of the Long-Term Disability Plan shall apply. This income replaces the employee's regular salary. Premiums are paid by the College, and benefits are therefore taxable. Benefits are paid at the rate of seventy-five percent (75%) of an employee's regular salary and are subject to the terms and conditions of the plan.

An ill or injured employee who receives Short-Term and Long-Term Disability benefits, and who for the same leave(s) receives compensation for past or future wage loss any source (e.g., WorkSafeBC, the Insurance Corporation of British Columbia, or legal action initiated by the employee against a third party or other entity), must 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 Payor for the leave(s).

Employees do not accrue vacation while on long-term disability leave.

Payment of Benefit Premiums during Short-Term and Long-Term Disability

While a regular Administrator is receiving Short-Term Disability or Long-Term Disability benefits, the College will continue to contribute its share of the applicable premiums under the College's group benefit plans, provided the employee chooses to continue to pay his or her share of the cost (where applicable).

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 Administrator 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, they are is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the termination of the pregnancy and ends no later than six (6) weeks after that date.

Maternity leave may be extended up to six (6) consecutive weeks if an Administrator is unable to return to work for reasons relating to the birth or termination of a pregnancy.

An Administrator's request for maternity leave or a leave extension must be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave.

A request to return from maternity leave earlier than six (6) weeks from the date of birth must be made in writing before the proposed return date, accompanied by a medical practitioner's or nurse practitioner's certificate stating the Administrator is able to resume work.

For the purposes of distinguishing the leaves, the term "birth parent" refers to an Administrator who is pregnant or one who has given birth.

Parental Leave for Birth, Other and Adopting Parents

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

A parent, who is not the birth parent, is entitled to up to sixty-two (62) consecutive weeks of unpaid parental leave. This leave must commence within seventy-eight (78) weeks after the birth of the child or children.

An adopting parent is entitled to up to sixty-two (62) consecutive weeks of unpaid parental leave. This leave must commence within seventy-eight (78) weeks after the child or children are placed with the adopting parent.

If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the Administrator requesting leave under this section is entitled to up to an additional five (5) consecutive weeks of unpaid parental leave, beginning immediately after the end of the initial parental leave.

A request for parental leave must be made in writing at least four (4) weeks before the proposed start date or as soon as possible thereafter if circumstances prevent notice from being given earlier. The College requires an Administrator to provide a medical practitioner's or nurse practitioner's certificate or other evidence that the Administrator is entitled to the parental or adoption leave or leave extension.

Group Benefit Premiums

While an Administrator is on maternity or parental leave, the College will continue to contribute its share of the applicable premiums under the College's group benefit plans provided the Administrator chooses to continue to pay their share of the cost (where applicable). For a non-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 parent, this will be for 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 Parent taking 17 Weeks of Maternity Leave Only

- For the first week of maternity leave, one hundred percent (100%) of salary, calculated on the Administrator's average base salary;

- For the second week of maternity leave, an amount equal to the difference between the Employment Insurance benefits and one hundred percent (100%) of salary, calculated on the Administrator's average base salary;

- For a maximum of fourteen (14) additional weeks of maternity leave, an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of salary, calculated on the Administrator's average base salary;

- For the seventeenth (17th) week of maternity leave, ninety-five percent (95%) of salary, calculated on the Administrator's average base salary;

Birth Parent taking Full 52 Weeks of Maternity and Parental Leave

- For the first week of maternity leave, one hundred percent (100%) of salary, calculated on the Administrator's average base salary;

- For the second week of maternity leave, an amount equal to the difference between the Employment Insurance benefits and one hundred percent (100%) of salary, calculated on the Administrator's average base salary;

- For a maximum of fifteen (15) additional weeks of maternity leave, an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of salary, calculated on the Administrator's average base salary;

- For a maximum thirty-four (34) weeks of parental leave, an amount equal to the difference between the Employment Insurance benefits and eighty-five (85%) of salary, calculated on the Administrator's average base salary;

- For the thirty-fifth (35th) week of parental leave, eighty-five percent (85%) of salary, calculated on the Administrator's average base salary;

Other Parents and Adopting Parents where birth parent has taken full Maternity EI and served the waiting period

- 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 Administrator's average base salary.

Other Parents and Adopting Parents

- For the first week of parental leave, eighty-five percent (85%) of salary, calculated on the Administrator's average base salary;

- For a maximum of thirty-five (35) additional 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 Administrator's average base salary;

- For the thirty-seventh (37th) week of parental leave, eighty-five percent (85%) of salary, calculated on the Administrator's average base salary.

Extended Parental Leave

- Administrators who elect to receive extended EI parental benefits over a period of up to sixty-one (61) weeks, instead of the standard EI parental benefits of up to thirty-five (35) weeks, will be entitled to receive supplemental employment benefits for up to sixty-one (61) weeks of their parental leave, provided that the amount of the College's supplemental top up payments will be equal to the payments the College would have made if the employee had elected standard EI parental benefits. Payroll will make this calculation.

The average base salary for the purpose of the supplemental employment benefit for maternity and parental leave will be based on the Administrator's average weekly salary over the twenty-six (26) week period immediately prior to the leave commencing.

An Administrator on maternity or parental leave is not entitled to receive supplemental employment benefits and disability benefits concurrently.

Supplemental employment benefits will only be paid during weeks when an Administrator is in receipt of Employment Insurance maternity or parental benefits. To receive supplemental employment benefits, the Administrator must provide the College with proof of application for, and receipt of, Employment Insurance benefits.

To be entitled to supplemental employment benefits, an Administrator must sign an agreement that they will return to work and remain in the College's employment for a period of at least twelve (12) months or the duration of the leave(s) taken, whichever is less, after the Administrator returns to work. If the Administrator fails to comply with this agreement, they must reimburse the College for the cost of the supplemental employment benefits that they have received (reduced by the number of days, if any, that the Administrator has worked after returning from the leave).

Where an Administrator has not completed their return to service requirement by the time they begin a subsequent leave, their return to service period will resume upon their return to work. Should they receive supplemental employment benefits during this subsequent leave, the return to service periods will be completed on a consecutive basis.

18. BEREAVEMENT LEAVE

An Administrator will be granted up to five (5) days of paid bereavement leave in the event of the death of a member of the Administrator's immediate family. Requests for bereavement leave should be discussed with the Administrator's immediate supervisor.

For the purpose of bereavement leave, "immediate family" means the spouse, child, spouse's child, parent, spouse's parent, guardian, sibling, grandchild or grandparent of an excluded employee, any person who lives with the Administrator as a member of their family and any other categories of persons prescribed by regulation under the BC Employment Standards Act. Bereavement leave for family members outside the immediate family may be granted at the Responsible Administrator's discretion, in consultation with Human Resources.

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, guardian, sibling, grandchild or grandparent of an Administrator, any person who lives with the Administrator as a member of their family and any other categories of persons prescribed by regulation under the BC Employment Standards Act.

Please refer to the BC Employment Standards Act for additional information regarding legislated unpaid leaves.

Compassionate Care Leave

Administrators 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 Administrator'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, an Administrator must provide a certificate from a medical practitioner or nurse practitioner stating that the immediate family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

Leave Respecting the Disappearance of a Child

An Administrator is entitled to up to fifty-two (52) weeks of unpaid leave in the event their child, under age 19, disappears and it is probable that the child's disappearance is a result of a crime. An employee may take the leave in a single block, or multiple blocks, of time with the College's consent. The leave must end no later than fifty-three (53) weeks following the disappearance.

Leave Respecting the Death of a Child

An Administrator is entitled to up to one hundred and four (104) weeks of unpaid leave in the event their child, under age 19, dies. An employee may take the leave in a single block, or multiple blocks, of time with the College's consent. The leave may start no earlier than the date of the death and end no later than one hundred and five (105) weeks following the start date.

Critical Illness or Injury Leave

An Administrator is entitled to up to thirty-six (36) weeks of unpaid leave to provide care or support to an immediate family member, who is under age nineteen (19) at the start of the leave, whose health is at risk due to critical illness or injury. For those aged nineteen (19) or older, an Administrator is entitled to up to sixteen (16) weeks of unpaid leave to provide care or support. The employee must provide a certificate from a medical practitioner or nurse practitioner in accordance with the requirements outlined in the BC Employment Standards Act. The certificate should indicate the period of time the family member requires care or support.

This leave must be taken in units of one (1) or more weeks. The leave may start no earlier than the week the certificate is issued or the week the family member's health significantly changes and their life is at risk. The leave will end in accordance with the maximum number of weeks indicated on the certificate. It will also end the last day of the week in which the family member dies or fifty-two (52) weeks after the leave began, whichever is earlier. Should the life of the family member remain at risk at the end of the fifty-two (52) week period, the employee may be entitled to a further leave after obtaining a new certificate from a medical practitioner or nurse practitioner.

Leave Respecting Domestic or Sexual Violence

An Administrator is entitled to up to five (5) days of paid leave and five (5) days of unpaid leave each calendar year if they, or an eligible person, as defined by the BC Employment Standards Act, experiences domestic or sexual violence. The ten (10) days can be taken in units of one or more days, or in a continuous period. In addition, an employee is entitled to up to fifteen (15) weeks of unpaid leave per calendar year which may be requested in one (1) unit, or more than one (1) unit, of time with the College's consent. This leave is for the purposes of seeking medical attention, victim

services or social services, psychological or other professional counselling services, relocation, legal services or law enforcement assistance. The employee must provide reasonably sufficient proof of entitlement as soon as practicable.

Group Benefit Premiums

An Administrator granted unpaid legislated leave shall be entitled to the following:

a) The employee's benefit coverage will continue for the period of the leave, and the premium payment shall be on the same basis as if the employee were not on leave, provided the employee chooses to continue to pay his or her share of the cost (where applicable).

b) If the employee elects, and is eligible, to purchase pensionable service for the period of leave, the College will pay the employer portion of the pension contribution in accordance with the College Pension Plan rules.

Benefit eligibility and coverage during unpaid legislated leave is subject to the terms of the applicable benefit plan(s).

20. LEAVE OF ABSENCE WITHOUT PAY

Leave of absence without pay may be granted at the discretion of the Responsible Administrator.

Requests shall be made in writing, accompanied by a letter of support from the immediate supervisor, and with a copy to Human Resources.

No benefits shall be payable by the College for an Administrator on leave without pay, except as provided here. Specifically, if an Administrator proceeding on leave without pay makes a prior payment to the College of both the employee's share and the College's share of any or all of the following benefit premiums, the College shall remit these payments to ensure continuous coverage: Extended Health, Dental, Short-Term Disability, Long-Term Disability, Accidental Death and Dismemberment, Group Life Insurance and Optional Life Insurance (if applicable). Continuation of benefits is subject to the limitations specified in the carriers' plans.

Administrators who are on a leave of absence without pay do not accrue vacation or receive salary increases.

21. EDUCATIONAL LEAVE

Eligible Administrators may apply for educational leave, subject to the requirements set out below.

Educational leave activities must relate directly to the Administrator's role at the College, improve the quality and effectiveness of the College's programs and services, and/or increase the Administrator's awareness of College operations or the operations of the post-secondary system as a whole.

An Administrator who has completed at least three (3) years of full-time equivalent service since the date of their appointment as an Administrator, or the date of completion of their last educational leave, whichever is later, may apply for an educational leave of up to six (6) months' duration. An Administrator who has completed at least six (6) years of full-time equivalent service since the date of their appointment as an Administrator, or the date of completion of their last educational leave, whichever is later, may apply for an educational leave of up to twelve (12) months' duration. Educational leave is inclusive of vacation time (i.e., education leave, combined with vacation time, will not exceed twelve (12) months).

The appropriate Vice President may authorize educational leave for an Administrator who does not meet the service requirements set out above, on a discretionary basis and in consultation with HR.

Written applications for educational leave must be submitted to the appropriate Vice President by October 1, for leaves commencing in the next fiscal year. Such applications shall be reviewed by a professional development/educational leave committee established by the President and chaired by a Vice President. Based on

the recommendations of the committee, the Vice President will make a written recommendation to the President. Applications for educational leave are subject to approval by the President.

Where an eligible Administrator makes an application for educational leave, the application will normally be approved, provided that:

- there are sufficient funds available in the budget to pay the cost of the educational leave;
- the leave will produce outcomes that directly benefit the employee and the operations of the College; and
- an appropriate plan is in place to ensure that the normal operations of the unit will be maintained during the leave.

Where two or more Administrators from the same department apply for educational leave, applicants who have not previously taken an educational leave will be given preference.

During an approved educational leave, the College will pay the Administrator 80% of their salary. Administrators who are on an approved educational leave do not accrue vacation or receive salary increases.

If the Administrator receives salary from a grant, a bursary, stipend, salary or other remuneration during the educational leave, all such remuneration must be reported to the College. If such remuneration exceeds 20% of the Administrator's salary, the salary paid by the College to the Administrator will be reduced such that the total monies received by the Administrator during the educational leave do not exceed 100% of their College salary. Travelling expenses or other expense allowances awarded under terms of any scholarship or grant will not affect the excluded employee's salary.

Contributions will continue to be remitted to the College Pension Plan for the 80% salary paid. At the conclusion of the educational leave, the excluded employee may apply to purchase service for the remaining 20%. The College will continue to pay its share of the premiums to continue all of the excluded employee's group benefit coverage during the education leave.

The salary paid by the College to an excluded employee during an educational leave shall be a debt owed by the excluded employee to the College. This debt shall become payable by the excluded employee to the College in full, upon resignation, retirement or termination of employment. However, the debt shall be cancelled after 18 months of full-time equivalent service following an educational leave of six (6) months or less, or three (3) years of full-time equivalent service following an educational leave of more than (6) months.

22. MEMBERSHIPS

The College may pay at its discretion, membership dues and other fees for Administrators to belong to organizations, either of a professional nature or directly related to the employee's work.

23. PARKING/GREEN COMMUTE ALLOWANCE

A parking pass will be provided to Administrators while working at a Douglas College site. Paid parking is a taxable benefit.

In support of our climate action strategy, regular and temporary Administrators will have the option to elect, on an annual basis, a Green Commute Allowance of $200 per semester, in lieu of paid parking. The Green Commute Allowance is a taxable benefit.

24. TRAVEL ALLOWANCES

Administrators required to travel on College business shall be reimbursed for reasonable and 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 on 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 to a Municipal, Provincial, Federal or Indigenous office, they may apply to take leave of absence without pay to engage in the election campaign. If elected to full-time 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) months' 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. Vacation will not be scheduled after the last day worked.

29. TERMINATION

The College may terminate the employment of an Administrator:

- for cause, without any notice, payment in lieu of notice or severance compensation; or
- 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 or implied 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 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, etc.) which have been designed, written, created, constructed or invented by an Administrator, in one or more of the following ways:

- in the course of the employee's employment with the College; or
- with the use of College materials; or
- through the use of College funds; or
- 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 copyright to the employee.

31. CONFIDENTIAL INFORMATION

Administrators are granted access to and entrusted with Confidential Information in the course of their employment with the College. “Confidential Information” means information disclosed to, used by, developed by, or made known to an Administrator in the course of their employment with the College which is not generally known by persons outside the College including, but not limited to, information (printed, electronic or otherwise) pertaining to the College’s past, present, future and contemplated students, business partners, employees, assets, operations, practices, methods, facilities, equipment, technology, research, marketing methods or strategies, finances, Inventions, routines, policies, procedures, and intellectual property.

Administrators must not, except as required by law, either during the Administrator’s employment with the College or at any time thereafter, directly or indirectly, by any means whatsoever, divulge, furnish, provide access to, or use for any purpose other than the purposes of the College, any Confidential Information.

32. TUITION WAIVER

The College will waive the tuition fee for one credit course per semester. However, if an Administrator withdraws from such a course after the withdrawal deadline, or does not complete the course, the amount of the tuition fee shall become a debt due and owing by the Administrator to the College. Under extraordinary circumstances, the College may, at its sole discretion, forgive all, or a portion of the debt.

33. INDEMNIFICATION

The College will indemnify and save harmless an Administrator from any action, claim or proceeding brought against the Administrator in connection with the proper performance of the Administrator’s duties. The College will retain and instruct legal counsel to defend the Administrator in such circumstances.

The College will not indemnify or save harmless an Administrator in connection with any action, claim or proceeding brought as a result of the Administrator’s improper conduct, breach of a duty owed to the College, 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.