



# Terms + Conditions of Employment for Administrators

Effective July 1<sup>st</sup>, 2018

# Table of Contents

<b>Paragraph</b>	<b>Page</b>
Preamble .....	2
1. Definition + Terms of Appointment .....	3
2. Appointment Offers .....	3
3. Probationary Period .....	4
4. Compensation .....	4
5. Health + Welfare Benefits .....	5
6. Pension .....	6
7. Employee Assistance Plan .....	6
8. Short + Long Term Indemnity + Long-Term Disability Coverage .....	7
9. Medical Information .....	7
10. Annual Vacation .....	8
11. General Holidays .....	9
12. Leaves of Absence .....	9
13. Pregnancy and Parental Leave .....	12
14. Professional Development .....	12
15. Education Leave .....	13
16. Hours of Work .....	15
17. Retirement .....	15
18. Early Retirement Incentive Plan .....	15
19. Death Benefit .....	16
20. Resignations .....	16
21. Suspension .....	17
22. Termination of Employment .....	17
23. Administrators' Advisory Committee .....	17
24. Outside Employment .....	18
25. Access to Personnel File .....	18
26. Intellectual Property Rights .....	18
27. Confidential Information .....	18
28. Indemnity .....	19

# Terms + Conditions of Employment for Administrators

## Preamble

This policy sets out the terms and conditions of employment for Administrators employed by Emily Carr University of Art + Design, and forms a part of each Administrator's contract of employment with the University. These terms and conditions are established by the University's Board of Governors, and are approved under the *Public Sector Employers Act*. This policy supersedes the University's previous policy, *Terms and Conditions for the Administrative Group*.

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

This policy may be amended by resolution of the Board, after appropriate consultation has taken place. Material revisions may be subject to approval under the *Public Sector Employers Act*. Administrators will be given notice of any changes affecting the terms and conditions of their employment. Reasonable advance notice will be provided if the changes are fundamental in nature.

Administrators are bound by, and must comply with, all applicable bylaws and policies that are in effect from time to time at the University, including but not limited to the Emily Carr University of Art + Design *Code of Conduct*. Subject to the *University Act*, the introduction, amendment and administration of such bylaws and policies, including but not limited to this policy and the *Code of Conduct*, are within the sole discretion of the University.

If any section of this policy is declared or rendered invalid, or altered by legislation, the remainder of this policy will remain in full force and effect.

## 1. Definitions

- 1.1. In this policy:
  - a. “Administrator” means an executive, administrator, or excluded (non-bargaining unit) administrative employee of the University, except the President;
  - b. “Board” means the Board of Governors of the University;
  - c. “Managerial Employee” means an Administrator whose principal employment duties consist of supervising or directing, or both supervising and directing, human or other resources, or who is employed in an executive capacity;
  - d. “Non-Managerial Employee” means an Administrator who is not a Managerial Employee;
  - e. “PSEA” means the Post-Secondary Employers' Association;
  - f. “PSEC” means the Public Sector Employers’ Council;
  - g. “University” means Emily Carr University of Art + Design.

## 2. Appointments

- 2.1. The selection and appointment of Administrators are the responsibility of the Board, subject to the *University Act* and the University’s bylaws and policies.
- 2.2. The University may make reasonable changes to an Administrator’s title, duties, responsibilities or reporting relationships, consistent with the Administrator’s skills and qualifications.
- 2.3. There are four categories of appointment:
  - a. Continuing – a regular appointment for an indefinite term;
  - b. Fixed Term – a regular appointment for a fixed term;
  - c. Temporary – a temporary appointment for a defined period, or for specific work of a temporary nature;
  - d. Casual – employment on an intermittent or as-needed basis.

### 3. Probationary Period

- 3.1. An Administrator will be on probation for the first twelve (12) months of employment. 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 University.
- 3.2. The purpose of the probationary period is to provide an opportunity for the University to determine whether the employee will be suitable for ongoing employment in the Administrator role. The standard for suitability will be determined by the University.
- 3.3. The probationary period shall include a minimum of two evaluations by the Administrator's hiring leader or supervisor.
- 3.4. Upon satisfactory completion of the probationary period, the Associate Vice-President of Human Resources will approve the Administrator's ongoing appointment.
- 3.5. The University may elect at its discretion to extend an Administrator's probationary period by up to six (6) months, if performance deficiencies or suitability concerns are identified.
- 3.6. A probationary Administrator may be released from employment during or at the end of the probationary period, if the University determines that the Administrator's performance is unsatisfactory or that the Administrator is otherwise unsuitable for continued employment in the Administrator role.

### 4. Salaries

- 4.1. Refer to the ***Emily Carr University of Art + Design Compensation Philosophy*** – Appendix A, & the ***Post-Secondary Compensation Plan Guidelines – Appendix AA***.
- 4.2. The University pays a salary to each Administrator, within the approved salary range for his/her position.
- 4.3. Salaries are reviewed annually based on performance. Advancement within the applicable salary range must be consistent with the University's approved compensation structure.

- 4.4. From time to time, it may be necessary for an Administrator to assume additional or more senior duties, above and beyond his/her current role description. Where this occurs and has the effect of increasing the Administrator's workload or level of responsibility in a significant manner, the University may provide the Administrator with additional salary compensation. The additional compensation shall be for a temporary period, until a longer-term solution is developed to cover the work. When the additional duties are associated with a special project, the extra salary compensation shall conclude when the relevant work on the project is completed.
- 4.5. If an exceptional or temporary salary adjustment is requested, the Administrator's supervisor shall submit a written request to Human Resources, outlining the salary data and/or other information that supports the adjustment. The Associate Vice-President, Human Resources, in consultation with the Vice-President, Finance and Administration, will review the request and make a recommendation to the President + Vice-Chancellor, who has the authority to provide approval.

## **5. Health + Welfare Benefits**

### *Continuing and Fixed Term Appointments*

- 5.1. Administrators who are employed under continuing or fixed term appointments, and their eligible dependents, are entitled to coverage under the group benefit plans the University makes available from time to time to its Administrator group, subject to the waiting periods, eligibility requirements and other conditions set out in the plan contract(s).
- 5.2. The benefit component of the total compensation package is designed to support employee health and wellbeing, and the health and wellbeing of employees' families. The University's group benefit plans currently include coverage for BC Medical Services Plan, Extended Health, Vision Care, Dental, Group Life Insurance, Accidental Death and Dismemberment, Short-Term Salary Indemnity and Long-Term Disability. The Group Benefit Plan Booklet provides additional information on the benefit entitlements.
- 5.3. As a condition of employment, an Administrator must participate in the benefit plans for which he/she is eligible, with the exception of MSP where evidence of alternative coverage is provided. Where an Administrator declines coverage, a waiver of MSP benefits must be signed.
- 5.4. The University pays 100% of the premiums for full time Administrators to participate in the group benefit plans, with the exception of Long-Term Disability.

- 5.5. The University'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 University does not bear any responsibility or liability for such decisions. The University 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.
- 5.6. A Joint Benefits Committee will be convened to provide input into the provision and administration of benefits. Administrators will appoint at least two members of their group to sit on the Joint Benefits Committee.

#### *Temporary and Casual Appointments*

- 5.7. Administrators on temporary appointments of less than twelve (12) months' duration, or on casual appointments, are not eligible to participate in the University's benefit plans, and instead receive twelve percent (12%) of salary in lieu of benefits.
- 5.8. Administrators on temporary appointments with a duration of twelve (12) months or longer may elect either to receive twelve percent (12%) of salary in lieu of benefits, or to participate in the following benefits, as described in the Group Benefit Plan Booklet: BC Medical Services Plan, Extended Health, Vision Care, Dental, Group Life Insurance (after three months, with \$75,000 coverage), and paid sick leave after 6 months of employment (accrued at ten (10) days for every 6 months worked - pro-rated for part-time employment). Employees on temporary appointments shall not be eligible for Short-Term Salary Indemnity and Long-Term Disability Coverage.

### **6. Pension**

- 6.1. 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.

### **7. Employee Assistance Plan**

- 7.1. The University provides an Employee Assistance Plan, that is available to all Administrators.

## **8. Short-Term Salary Indemnity + Long-Term Disability Coverage**

### *Short-Term Salary Indemnity Coverage*

- 8.1. Administrators who are employed under continuing or fixed term appointments will be paid one hundred percent (100%) of salary for the first ninety-one (91) calendar days of any one continuous illness, injury or disability. The circumstances under which any one illness, injury or disability will be considered continuous for the purpose of the short-term salary indemnity period and the LTD qualifying period, are described in the Group Benefit Plan Booklet.
- 8.2. No Administrator shall receive short-term salary indemnity while on a leave of absence without pay, maternity, parental or adoption leave, an active WorkSafeBC claim, or layoff.
- 8.3. An ill or injured Administrator who receives short-term salary indemnity payments, 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 Administrator against a third party or other entity), must notify the University immediately upon receiving such compensation, and may be required to sign a reimbursement and rights of subrogation agreement.

### *Long-Term Disability Coverage*

- 8.4. The University makes a long-term disability plan available to Administrators who are employed under continuing or fixed term appointments. Participation and benefits are subject to the terms of the LTD plan, and premiums are 100% employee paid.

## **9. Medical Information**

- 9.1. An Administrator who is absent from work for medical reasons for five (5) or more consecutive days must, upon request, provide the University with a letter or note from the Administrator's physician, confirming that the Administrator is unable to work for medical reasons, and stating or estimating the date when the Administrator will be medically fit to return to work. If the Administrator's absence continues, the Administrator will be expected to provide updated medical information as requested by the University.
- 9.2. The University also reserves the right to request medical information to confirm that an Administrator is medically fit to work, to facilitate the accommodation of a physical or mental disability, or in other reasonable circumstances.

- 9.3. The University may require an Administrator to attend an independent medical examination where it is reasonable to do so.
- 9.4. The University reserves the right to engage a qualified third party to adjudicate sick leave claims and/or to assist with early intervention, return to work and accommodation issues.

**10. Annual Vacation**

10.1. Administrators earn and may take paid annual vacation as follows:

<b>Calendar Years of Service</b>	<b>Annual Vacation Entitlement</b>
1 <sup>st</sup> and 2 <sup>nd</sup> calendar years	4 weeks (20 working days) (pro-rated in the 1 <sup>st</sup> year)
3 <sup>rd</sup> and 4 <sup>th</sup> calendar years	5 weeks (25 working days)
5 <sup>th</sup> calendar year onward	6 weeks (30 working days) per year

- 10.2. Vacation entitlement shall be based on an Administrator’s total length of continuous service with the University, including service in bargaining unit position(s).
- 10.3. Staff or faculty who are seconded to a position as an Administrator for two (2) months or less, will continue to receive the vacation entitlement associated with their bargaining unit position. Staff or faculty seconded for longer than two (2) months will receive the Administrator vacation entitlement outlined above.
- 10.4. On the recommendation of the Associate Vice President, Human Resources, and at the discretion of the appropriate Vice President, the University may recognize all or part of an Administrator’s service with another employer, for the purpose of determining his/her initial vacation entitlement.
- 10.5. Vacation pay for part-time Administrators shall be pro-rated based on the Administrator’s percentage of a full-time work assignment.
- 10.6. Administrators who are hired on a temporary appointment with a term of less than twelve (12) months, or on a casual appointment, shall receive 6% vacation pay on each cheque, and shall not be entitled to take time off for vacation.
- 10.7. The vacation year is calculated based on the calendar year (January 1 through December 31). Vacation entitlement is prorated for partial calendar years of service.
- 10.8. Requests for vacation must be submitted in writing to the Administrator’s immediate supervisor for approval, taking into account the University’s operational requirements. The primary consideration in the scheduling and granting of vacation time shall be the University’s ability to support and deliver

educational services to students.

- 10.9. Administrators and their supervisors are responsible for ensuring that all vacation utilization is accurately tracked and reported.
- 10.10. Administrators are strongly encouraged to take the annual vacation to which they are entitled. An Administrator may carry forward up to fifteen (15) unused vacation days from one year to the following year (the "Following Year"), with the written approval of the President + Vice-Chancellor. Any and all vacation days carried forward must be used by, or paid out to, the Administrator by the end of the Following Year. These vacation carry-forward restrictions do not apply to vacation that was banked by an Administrator before January 1, 2003.
- 10.11. Administrators with vacation that was banked before January 1, 2003 may use such banked vacation to take paid time off, and any remaining balance shall be paid out on termination of employment or retirement. Each Administrator having such banked entitlement will receive a letter stating the amount of their banked entitlement as of 31 December 2002.

## **11. General Holidays**

- 11.1. The University recognizes the following as General Holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving, Remembrance Day, Christmas Day, Boxing Day and any other day proclaimed by the Federal or BC governments to be a statutory holiday.
- 11.2. When a General Holiday occurs on a Saturday or Sunday, the following Monday will normally be substituted for the General Holiday.
- 11.3. Administrators normally receive the day off with pay on General Holidays. In the event that an Administrator is required to work a General Holiday, the Administrator shall be entitled to a paid day off in lieu.
- 11.4. Regular part-time Administrators are paid for General Holidays on a prorated basis. Administrators on casual and temporary appointments are paid 4.6% on each pay in lieu of paid General Holidays.

## **12. Leaves Of Absence**

- 12.1. The terms under which leaves of absence may be granted to Administrators are described below. All leaves of absence must be approved in writing by the Administrator's immediate supervisor. When an Administrator returns to work after an approved leave, the Administrator shall be placed in the position the Administrator held before taking the leave, or a comparable position.

### *Jury Duty and Court Appearances*

- 12.2. Leave of absence with pay will be granted when an Administrator is required to serve on a jury, or is subpoenaed to attend a legal proceeding in which the Administrator is not a party. The Administrator must provide his/her 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 Administrator. Such fees must be paid by the Administrator to the University, in return for receiving the paid leave.

### *Family Responsibility Leave*

- 12.3. Up to five (5) days of leave per calendar year will be granted to a regular Administrator, to attend to responsibilities involving a member of the Administrator's immediate family. This leave will be paid for Administrators on continuing or fixed term appointments, and unpaid for Administrators on temporary or casual appointments.
- 12.4. For the purpose of family responsibility leave, "immediate family" means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an Administrator, and any person who lives with the Administrator as a member of his or her family.

### *Compassionate Care Leave*

- 12.5. Administrators are entitled to take up to eight (8) weeks of unpaid compassionate care leave within a twenty six (26) 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 stating that the immediate family member has a serious medical condition with a significant risk of death within twenty six (26) weeks.
- 12.6. For the purpose of compassionate care leave, "immediate family" means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an Administrator, any person who lives with the Administrator as a member of his or her family, and any other categories of persons prescribed by regulation under the BC Employment Standards Act.
- 12.7. An Administrator who is granted compassionate care leave shall be entitled to the following:
  - a. The Administrator's benefit coverage will continue for the period of compassionate care leave, and the premium payment shall be on the same basis as if the Administrator were not on leave.

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

#### *Bereavement Leave*

- 12.8. An Administrator will be granted up to five (5) days of bereavement leave in the event of the death of a member of the Administrator's immediate family. An additional one-half (1/2) day off may be granted to attend the funeral. Bereavement leave will be paid for Administrators on continuing, fixed term or temporary appointments, and unpaid for Administrators on casual appointments.
- 12.9. Requests for bereavement leave should be discussed with the Administrator's immediate supervisor.
- 12.10. For the purpose of bereavement leave, "immediate family" means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an Administrator, and any person who lives with the Administrator as a member of his or her family.

#### *Leave of Absence Without Pay*

- 12.11. An Administrator may be granted a leave of absence without pay at the discretion of the University, provided an appropriate plan is in place to ensure the normal operations of the unit will be maintained. Normally, such leave is granted for a period not exceeding two years, unless approved by the applicable Vice President or designate.
- 12.12. An application for a leave of absence without pay shall be made in writing to the Administrator's immediate supervisor. The supervisor will review the leave request and make a recommendation to the appropriate Vice President or designate for approval.
- 12.13. No benefit premiums shall be payable by the University when an Administrator is on leave without pay, except as provided in this policy. If an Administrator wishes to maintain his/her benefit coverage during a leave of absence without pay, the Administrator must provide the University with advance payment of both the employee's share and the University's share of the applicable benefit premiums. Continuation of benefit coverage during an unpaid leave of absence shall be subject to the University's policy with the benefit carrier.

### **13. PREGNANCY AND PARENTAL LEAVE**

#### *Entitlement to Leave*

- 13.1. Administrators are entitled to pregnancy and parental leave in accordance with the BC Employment Standards Act.

#### *Group Benefit Premiums*

- 13.2. While an Administrator is on pregnancy or parental leave, the University will continue to contribute its share of the applicable premiums under the University's group benefit plans, provided the Administrator chooses to continue to pay his or her share of the cost (where applicable). Benefit eligibility and coverage during pregnancy and parental leaves is subject to the terms of the applicable benefit plan(s).

#### *Supplemental Employment Benefits*

- 13.3. The University will provide a supplemental employment benefit of \$125 per week to Administrators with continuing or fixed term appointments who are on parental leave, for a maximum of seventeen (17) weeks. An administrator who is a birth mother may elect to receive all or part of this supplemental employment benefit during her pregnancy leave instead of her parental leave.
- 13.4. 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 University with proof of application for, and receipt of, Employment Insurance benefits.

### **14. Professional Development**

- 14.1. The University is committed to the growth and professional development of its Administrators. Professional Development enables Administrators to excel in their fields and to contribute to the betterment of the University and its mission.
- 14.2. The University shall aim to set aside an amount equivalent to two percent (2%) of the total Administrators' salaries each year, to form the basis for a Professional Development Fund for the Administrative Group.
- 14.3. Professional Development is defined as any activity that will develop professional skills, provide exposure to ideas and increase the knowledge and effectiveness of an Administrator. Activities can be of an independent nature, or in conjunction with another body in an area that is relevant to the Administrator's responsibilities at the University.

- 14.4. Each Administrator will develop his or her professional development goals and plans in collaboration with his or her supervisor and at the time of the Administrator's annual evaluation/planning meeting.
- 14.5. An Administrator on a continuing or fixed term appointment is eligible for up to twenty (20) working days of paid professional development leave during each calendar year, subject to the approval of his/her supervisor. Unused professional development leave may not be carried forward from one year to the next or paid out.
- 14.6. An Administrator on a continuing or fixed term appointment may also be able to access funds to cover receipted professional development expenses.
- 14.7. Funding for professional development leave and expenses shall come from the University's Professional Development Fund for Administrators.
- 14.8. Administrators in receipt of funding or paid time away from the University may be required to sign a Commitment of Service Agreement depending on the nature of the request and amount being funded by the University.
- 14.9. Administrators who fail to complete their Professional Development Activity may be required to repay the funds. Under exceptional circumstances, the University may forgive the repayment of funds.
- 14.10. More information can be found in the *Emily Carr University of Art + Design Professional Development Guidelines (Administration)*.

## **15. Education Leave**

- 15.1. Education leave is a paid leave of absence which enables an Administrator on a continuing or fixed term appointment to be freed from the normal workload and responsibilities at the University and is granted at the sole discretion of the President. The administrator shall be eligible to apply after serving five (5) years of continuous employment.
- 15.2. Proposals for education leave must be submitted to the President in writing no less than six (6) months before the proposed leave.
- 15.3. Education leave is for the mutual benefit of the University and for the Administrator. Leave may be used for such activities as:
  - a. study at a university or institute of higher learning;
  - b. comparative study of methods at post-secondary institutions;
  - c. other creative or educational work which is related to the Administrator's

duties at the University.

- 15.4. The maximum education leave to be taken at one time shall be six (6) months after five (5) years of employment and twelve (12) months after ten (10) years of employment.
- 15.5. The Administrator must immediately notify the University of any changes to the conditions that were set for their education leave. Under no circumstances will an education leave be granted to take on another position or job within or outside of the University.
- 15.6. Applications for education leave will be assessed by considering the following factors:
  - a. mutual benefit to the employee and the University;
  - b. impact of the proposed activities on the employee's professional development in their Administrator role;
  - c. impact on University operations, including funding impact;
  - d. achievement of performance objectives in the Administrator's current role.
- 15.7. An Administrator who is granted education leave will be paid eighty percent (80%) of his/her annual salary for the duration of the leave.
- 15.8. While an Administrator is on education leave, the University will continue to contribute its share of the applicable premiums under the University's group benefit plans, provided the Administrator chooses to continue to pay his or her share of the cost (where applicable). Benefit eligibility and coverage during education leaves is subject to the terms of the applicable benefit plan(s).
- 15.9. An Administrator may receive funding from sources outside the University to support the expenses associated with the approved purpose of an education leave.
- 15.10. Time spent on education leave shall count as time worked at the University for purposes of determining salary increment advances and leave eligibility.
- 15.11. Upon his/her return to the University, and no later than one month following the return, the Administrator shall be required to submit evidence to his/her supervisor, of having carried out the purposes for which the education leave was granted.
- 15.12. Upon return from education leave, a continuing Administrator is obligated to resume active employment with the University for a period equivalent to the

duration of the education leave. If an Administrator fails to do so, s/he shall reimburse the University for all salary and contributions paid by the University during the education leave, prorated for any time worked after the education leave.

## **16. Hours of Work**

- 16.1. The normal hours of work for Administrators are thirty-five (35) hours per week. Administrators are expected to be accessible during all business hours unless on an approved absence.
- 16.2. It is recognized there may be instances when extended hours must be worked to deal with emergencies, to meet deadlines, or for other operational reasons. Administrators who are Managerial Employees may be granted compensatory time off with the agreement of their supervisor. While Managerial Employees are not eligible for overtime pay, compensation for extra hours at straight time rates may be authorized in exceptional circumstances, at the sole discretion of the President and Vice-Chancellor.
- 16.3. Administrators who are Non-Managerial Employees are eligible for overtime in accordance with the Employment Standards Act. All overtime must be pre-approved by the Supervisor and the VP Finance and Administration.

## **17. Retirement**

- 17.1. Administrators must provide the University with at least six (6) weeks' notice of retirement.
- 17.2. An Administrator who provides the required retirement notice, retires with a minimum of ten (10) years' of service at the University, and is eligible for a pension under the College Pension Plan, will receive his/her full annual vacation entitlement in the year of retirement.
- 17.3. An Administrator with a continuing appointment who provides the required retirement notice, retires with a minimum of ten (10) years' of service at the University, does not work elsewhere during the twenty (20) week period immediately following his/her retirement, and is eligible for a pension under the College Pension Plan, will receive a retirement allowance of one (1) week's salary for every complete year of service, up to a maximum of 20 weeks' salary.

## **18. Early Retirement Incentive Plan**

- 18.1. The University recognizes the mutual benefits of an Early Retirement Incentive Plan, and agrees to make such opportunities available to qualified Administrators at the sole discretion of the President + Vice-Chancellor, subject to the availability of funding.

- 18.2. Eligible Administrators may apply in writing to the VP Finance and Administration for an Early Retirement Incentive. The application must normally be made no later than six (6) months before the proposed retirement date.
- 18.3. Administrators are eligible to apply for an Early Retirement Incentive if they:
- a. are aged between fifty-five (55) and sixty-four (64) inclusive;
  - b. have at least ten (10) years of pensionable service with the University and intend to retire from the workforce upon termination of employment with the University; and
  - c. hold a continuing appointment at the time of application.
- 18.4. The amount of an Early Retirement Incentive Payment, if any, shall reflect the Administrator's age and length of service, and shall not exceed one (1) year's salary. Total remuneration shall be considered in relation to the financial health of the University and current budget availability at the time of the request.
- 18.5. If an Administrator's application for an Early Retirement Incentive is approved by the President + Vice-Chancellor, the Administrator will retire on a date that is mutually agreed between the Administrator and the University. A written agreement provided by the Associate Vice-President of Human Resources will confirm the details of the arrangement.
- 18.6. An Administrator who receives an Early Retirement Incentive shall not be eligible for the retiring allowance described above.

## **19. Death Benefit**

- 19.1. If an Administrator on a continuing or fixed term appointment dies during his/her employment, the University will pay to the beneficiary named in the Administrator's University Life Insurance Plan an amount equal to one month's salary.

## **20. Resignations**

- 20.1. An Administrator on a continuing or fixed term appointment who intends to resign must submit notice of resignation in writing to the President + Vice-Chancellor at the earliest possible date in advance of the effective date of resignation, and in any event no less than six (6) weeks prior to their departure. A shorter notice period may be mutually agreed between the President and the Administrator.
- 20.2. An Administrator on a temporary or probationary appointment may resign by giving two (2) weeks' written notice to his/her immediate supervisor.

## **21. Suspension**

- 21.1. The President may suspend an Administrator without pay, as described in the *University Act*. An Administrator who is suspended has a right of appeal to the Board. The appeal must be filed within two (2) weeks of the date of suspension.

## **22. Termination of Employment**

- 22.1. The University may terminate the employment of an Administrator:
  - a. for cause, without any notice, payment in lieu of notice or severance compensation, including career transition counselling; or
  - b. 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 Administrator's employment agreement with the University.
- 22.2. If an Administrator is terminated without cause on or before the completion of his/her probationary period, the University shall provide the Administrator with one (1) month's notice or salary in lieu of notice.
- 22.3. The termination of an Administrator's employment with the University shall be subject to the requirements outlined in the *Public Sector Employers Act* and the *Employment Termination Standards* regulation.
- 22.4. The University will pay the costs of providing career transition counselling for the Administrator on continuing appointment whose employment has been terminated.

## **23. Administrators' Advisory Committee**

- 23.1. The University is committed to open participation on matters affecting Administrators' work environment. To that end, an Administrators' Advisory Committee will be convened with four (4) representatives chosen by the Administrators Group to sit on the Committee along with the VP Finance and Administration and the Associate Vice-President, Human Resources. Furthermore, the Advisory Committee shall be responsible for electing administrators to represent the Administrators on the Joint Benefits Committee; Joint Occupational Health and Safety Committee; Wellness Committee; Special Events Committee; and any other relevant committee.

- 23.2. The Administrators' Advisory Committee shall maintain Terms of Reference which shall be provided to the President's Office, and Human Resources, on an annual basis.

## **24. Outside Employment**

- 24.1. An Administrator may not accept employment outside the University without prior written approval of the President. Any outside employment must be in compliance with the University's Conflict of Interest policy and procedures.

## **25. Access to Personnel File**

- 25.1. During regular office hours and in the presence of Human Resources personnel, an Administrator has the right to access his/her personnel file, and to obtain copies of any documents in that file.

## **26. Intellectual Property Rights**

- 26.1. 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:

- a. in the course of the Administrator's employment with the University; or
- b. with the use of University equipment or materials; or
- c. through the use of University funds; or
- d. with technical or clerical assistance provided by the University,

shall be the sole and absolute property of the University, unless otherwise agreed in writing by the University.

## **27. Confidential Information**

- 27.1. Administrators are granted access to and entrusted with Confidential Information in the course of their employment with the University. "Confidential Information" means information disclosed to, used by, developed by, or made known to an Administrator in the course of the Administrator's employment with the University which is not generally known by persons outside the University including, but not limited to, information (printed, electronic or otherwise) pertaining to the University'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.

- 27.2. Administrators must not, except as required by law, either during the Administrator's employment with the University 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 University, any Confidential Information.

## **28. Indemnification**

- 28.1. The University 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 University will retain and instruct legal counsel to defend the Administrator in such circumstances.
- 28.2. The University 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 University, 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.