



Fair Comparison Group Employment Handbook

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WELCOME!

Welcome to the Justice Institute of British Columbia (JIBC) and your new role. You will be helping to fulfill JIBC's mission to provide innovative education and training for those who keep communities safe. JIBC hopes that your work experience will be a full and rewarding one.

This Handbook provides information regarding the terms and conditions of employment at JIBC for employees who are included in the Fair Comparison Group. The terms and conditions set out in this Handbook therefore become the employment agreement between JIBC and the employee.

All efforts have been made to comply with existing relevant legislation. Employees will be provided with notice of future changes to the terms and conditions and the date when such future changes will be applicable to the employees. This Handbook will be amended to incorporate such changes.

All references to policies and procedures are links to JIBC intranet to ensure currency. Any questions should be directed to Human Resources, an employee's immediate supervisor or to a member of the [Fair Comparison Committee](#).

DEFINITIONS

The following definitions apply throughout this Handbook:

- *Continuous employment* - uninterrupted employment with JIBC
- *Dependent* – a person who relies on an employee for financial support and who lives with an employee in the employee’s residence including a child over 19 who is attending a recognized educational institution on a full time basis
- *Demotion* – a change from an employee's position to one with a lower maximum salary
- *Division* – the academy, division, centre or department where an employee works
- *Full Time employee* – an employee who is hired to work 35 hours per week
- *Immediate family member* - includes an employee’s parent, sister, brother (including step-parent, step-sister and step-brother), spouse (including common law spouse), child (including adopted and step-children), grandparents, grandchild (including step-grandparents and step-grandchildren), father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law and any other relative permanently residing in the employee's household or with whom the employee permanently resides
- *Lateral transfer* - when an employee moves into a role which involves the same job duties and responsibilities and has the same maximum salary level
- *LOA Term employee* – a full time or part time employee with a pre-established termination date where there is an agreement between JIBC and the employee’s former employer that at the end of his/her term with JIBC he/she will return to employment with his/her former employer
- *Part Time employee* – a employee who is hired to work less than 35 hours a week
- *Promotion* – a change from an employee's position to one with increased responsibilities and a higher maximum salary level
- *Regular employee* – a full time or part time employee who is hired on a regular, continuous basis
- *Resignation* – a voluntary termination of the employment relationship with JIBC on a specified date that is initiated by the employee
- *Retirement* – a voluntary termination of the employment relationship with JIBC on a specified date that is initiated by the employee for the purposes of taking pension
- *Spouse* - includes husband, wife and common-law spouse and may be of the same or opposite sex
- *Term employee* – a full time or part time employee with a pre-established termination date; renewal after three (3) years of continuous employment must be offered as regular full time or regular part time employment
- *Termination* – a termination of the employment relationship initiated by JIBC either without cause or for cause

SECTION 1 - GETTING STARTED

1 Key Policies

An employee is responsible for understanding and abiding by Institute policies during his/her employment at JIBC. The following key policies must be reviewed prior to starting employment.

[1.1 Conflict of Interest and Standards of Ethical Conduct](#)

[1.2 Intellectual Property Rights Policy](#)

[1.3 Equity and Diversity Policy](#)

[1.4 Harassment Policy](#)

[1.5 Financial Management Policy](#)

All employees are required to take JIBC's internal online training module titled *Respect in the Workplace*. This can be accessed on JIBC intranet under [Human Resources: Harassment Prevention](#) and can be taken as many times as desired.

Employees who supervise other employees must also take the manager's version of this training.

2 The Fair Comparison Group

What is Fair Comparison?

Fair Comparison is a method for determining the salaries, benefits and working conditions of employees who are excluded from the union, and is the name applied to the group of employees at JIBC that includes: managerial staff up to and including the Director level, staff defined as "faculty" and/or "professionals" under the College and Institute Act, and those excluded from the BCGEU bargaining unit on the grounds of confidentiality as defined by the Labour Relations Code.

The Purposes of the Fair Comparison Group

The purposes of the Fair Comparison Group ("the Group") as stated in the Constitution and Bylaws (please refer to **Appendix A**) are:

- To provide a medium for the establishment of salaries, benefits and other terms and conditions of employment, through comparison with other colleges and institutes in B.C.
- To promote active participation within the Group.

How does the Fair Comparison Group work?

The Fair Comparison Group is represented by the Fair Comparison Committee, which is comprised of both appointed and elected individuals. The Committee meets a minimum of four (4) times per year, not including the Annual General Meeting. The Constitution and Bylaws for the Fair Comparison Group set forth the operating principles of the Group and the Fair Comparison Committee.

The purposes of the Fair Comparison Committee are:

- (a) To act as liaison between the President and the Group on employment matters;
- (b) To provide advisory assistance to Members on matters related to his/her terms and conditions of employment;
- (c) To research and make recommendations with regard to proposed changes to the terms and conditions of employment for the Group;
- (d) To assure new Members are informed of the purposes of the Group; and
- (e) To act as a conduit to the Group on administrative matters and/or for dissemination of relevant information.

3 Probationary Period

Probationary Period for New Hires

When first hired, an employee will be on probation for the initial six (6) months. This probationary period gives the employee an opportunity to assess if his/her new role is a good fit, and JIBC an opportunity to assess the employee's performance in his/her new role and address any issues in a timely manner. The standard to be applied by JIBC in assessing the employee's performance will be one of whether the employee is suitable for continued employment in the new role.

During the probationary period there will be regular (at least every month) meetings between an employee and his/her immediate supervisor. This will be a consultative process, focusing on the accountabilities and expectations of the position.

Should additional time be required to evaluate the performance of the employee against expectations, the probationary period may be extended.

An employee who successfully completes his/her probationary period will be confirmed in his/her position.

An employee's employment may be terminated by JIBC for other than cause at any time during the probationary period by providing to the employee thirty (30) calendar days' notice in writing or payment in lieu of notice.

An employee who wishes to resign from his/her position during the probationary period must provide two (2) weeks' notice in writing.

Probationary Period for Internal Hires

A JIBC employee who is the successful candidate on a posting for another position will serve a six (6) month probationary period in his/her new role. The above terms and conditions will also apply to these employees, with the exception of the notice period referred to above.

If an existing JIBC employee does not successfully complete the probationary period in his/her new role, he/she will be provided notice and severance in accordance with the termination provisions of this Handbook.

SECTION 2 - HOURS OF WORK

4 Standard Hours of Work

Standard hours of work for full time regular, full time term and full time LOA term employees are seven (7) hours per day Monday to Friday, exclusive of a meal period, for a total of thirty five (35) hours per week.

Prior to starting, standard hours for part time regular, part time term and part time LOA term employees will be determined by the division Director based on operational need. The division Director will also consider employee preferences. The days and hours of work will be confirmed in the letter of offer.

The distribution of work time may vary during the course of employment depending on operational needs, program requirements and other considerations.

Should an employee be required to work on weekends for specific events or projects as part of his/her job the division Director or immediate supervisor will schedule a mutually convenient day off in lieu of the weekend day(s).

5 Flexible Work Options

JIBC recognizes the importance of creating a work environment that assists employees in achieving a balance between work and personal life. The following flexible work options may be used to create a work schedule that meets both JIBC's operational needs and the employee's individual needs.

All flexible work options are subject to operational requirements and the approval of the employee's division Director in consultation with Human Resources.

Starting and Ending Times

The normal working day falls within the hours of 7:30 a.m. and 5:30 p.m. An employee's starting and ending times will typically fall within this range.

Normal starting and ending times will be determined by mutual agreement between an employee and his/her immediate supervisor, taking into account the demands of the employee's work.

It is recognized that there will be occasions when an employee will need to start or end sooner than his/her normal times. Such anomalies must take into consideration operational requirements and the employee must advise his/her supervisor of any material changes.

Working Offsite

There may be occasions when an employee needs to work from home or other location if traveling. Such arrangements must be made with the approval of the employee's immediate supervisor.

An employee working offsite must ensure that he/she continues to achieve the expectations of his/her role and be available by telephone and e-mail. In order to work offsite efficiently and effectively, the employee must contact the [IT Help Desk](#) during business hours and request the necessary software to connect from offsite.

It is important to remember that working from home should not be considered a substitute for childcare. Should an employee need to take a day off for childcare purposes, this may be done by using Emergency Child Care Leave, a Personal Day, or Vacation.

Job Sharing

Job sharing is supported at JIBC and every reasonable effort will be made to accommodate requests. Employees wishing to engage in a job share arrangement should consider whether a job share is appropriate for the nature of the job. A job share needs to be created on a voluntary basis by the current job incumbent and requires the consent of the job share partner and JIBC.

Job share arrangements must have the approval of the division Director and the Director, Human Resources. Human Resources will draw up an agreement outlining the terms and conditions of the job share that must be signed off by both parties prior to commencement of the job share.

Should an employee wish to enter into a job sharing arrangement prior to selecting a job share partner, the vacant job share unit will be posted. The standard [recruitment and selection processes](#) will be used.

Job sharing partners will be eligible for benefits on the same basis as part time employees. Please refer to the eligibility requirements for part time employees in **8.1** of this Handbook.

The costs associated with such benefits must be the only additional costs incurred by JIBC as a result of a job sharing arrangement, unless there is agreement by the division Director to allow some time for overlap of hours or additional hours for leave coverage.

All scheduling for a job sharing partnership is done in consultation with the partner and the employees' immediate supervisor. The number of hours for the total job share must be thirty five (35) hours per week.

If one job share partner is absent (e.g. due to illness, vacation or other leave), the other partner should make every reasonable effort, if requested, to cover the absence by working additional hours. A timesheet must be completed and submitted to Payroll on a bi-weekly basis for any additional hours worked above the normal schedule.

A job sharing arrangement may be terminated by JIBC for any reason or by mutual consent of the job share partners provided a minimum of sixty (60) days written notice is given.

If the job share arrangement is terminated by JIBC, the partner with the longest employment with JIBC will be offered the position on either a regular full time or regular part time basis, depending on the needs of the division. Should he/she decline the offer the other partner will be offered the position. The remaining partner will be laid off. If both partners decline the position as offered, both will be laid off and the position will be posted as a regular position.

SECTION 3 - JOB CLASSIFICATION (revised February 1, 2013)

6 Job Classification

JIBC uses a Career Ladder approach to job classification for its Fair Comparison positions. The appropriate slotting of each Fair Comparison position on the Leadership (L), Professional/ Individual Contributor (P), or Administrative/Technical Support (A) track is arrived at by an analysis of the level of responsibilities, duties, qualifications and core competencies associated with the position, and a review of similar positions across JIBC as a whole to ensure internal equity is maintained. Documents used in this assessment include the Career Ladder descriptors and the standard job description for the position.

New Positions

Prior to posting, new positions in the Fair Comparison Group will be assigned a classification within the Career Ladder grid. This classification will be determined by the Director, Human Resources in consultation with the applicable Dean/Director and will take into account internal equity amongst similar roles. Where necessary, the Vice Presidents will also be consulted.

Re-classification of Existing Positions

If a significant change to the duties and responsibilities of an existing position occurs, a review of the position can be initiated by either the incumbent or his/her manager. The request for a re-classification should be submitted in writing to the Director, Human Resources. The request will include an explanation of the changes to the position and a rationale as to why it should be re-classified.

The incumbent's Dean or Director and the Director, Human Resources will review the request. If additional information or clarification is needed to complete the review, the incumbent and/or the incumbent's manager will also be consulted.

Upon completion of the review, the Director, Human Resources will advise the incumbent and his/her manager of the outcome in writing. Any changes in salary that occur as a result of a re-classification will be retroactive to the date that the new duties and responsibilities are put into effect.

Appeal Process

If the incumbent and/or his manager disagree with the results of the review, a written submission to the Vice-President responsible for the applicable School/Division may be made. The submission will include a description of the changes to the position, the rationale for re-classification and an explanation as to why the incumbent and/or manager disagree with the results of the review.

The final decision will be made by the Vice-President after reviewing the submission. The decision will be communicated in writing copying the Director, Human Resources and the applicable Dean/Director.

Establishing and Changing Job Titles

The Career Ladder job classification system assigns specific job titles to each level. Job titles are established by using the standard titles associated with each level, with an identifier at the School/Division level relating to the specific program or area of work. Human Resources will establish job titles for new positions in conjunction with the applicable Dean/Director, ensuring consistency with similar roles across JIBC.

Alteration of Position

JIBC reserves the right to reclassify existing positions, phase out positions, or modify positions by changing the job description including the assignment of new and different duties and deletion of old duties.

SECTION 4 - TOTAL COMPENSATION

Total compensation includes an employee's pay, health benefits, pension, and paid time off.

Guidelines for total compensation for Fair Comparison employees are established by the Ministry of Finance through Public Sector Employers Council, and interpreted by Post-Secondary Employers Association for the sector. This includes general salary increases and any revisions to JIBC's compensation structure or benefits coverage.

7 Pay

JIBC strives to maintain a salary structure for the Fair Comparison Group that is comparable with the college and institute sector, and takes into account specific market comparators as well as internal equity.

Salary grids for Fair Comparison are updated on an annual basis in accordance with the provincial government's compensation mandate. Current grids can be obtained from Human Resources.

Salary Administration

7.1.1 Starting Salary

A new employee will be placed on the salary range for his/her position depending on the skills, knowledge and experience brought to the position, not to exceed the Job Rate (100%) for the position. A new employee will normally start at 90% of the Job Rate.

7.1.2 Progression through the Salary Range

An employee not already at the Job Rate will move up the current salary range for his/her position in 5% increments. The increments will be effective on his/her anniversary date and will be conditional upon successful completion of job expectations. Exceptions to this will be determined by the employee's division Director in consultation with the Director, Human Resources and appropriate Vice President.

Once an employee reaches the Job Rate (100%), he/she will receive only general salary increases mandated by the provincial government for the college and institute sector.

7.1.3 Salary Rate on Promotion

An employee who is the successful candidate for a higher level role will receive a starting salary at the minimum of the range for the new position (90% of Job Rate). If the minimum is less than the employee's current salary, the employee will be placed on the range at the next level that provides them with a salary increase.

7.1.4 Salary Rate on Lateral Transfer

An employee who transfers into another position of a similar level within his/her division or is hired laterally into another position of a similar level in another division will maintain his/her current salary at the time of transfer or start in the new position, and will receive increments based on his/her original date of hire into the former position

7.1.5 Salary on Demotion

An employee who is the successful applicant for a position rated at a lower level will be placed on the range for the new position that is commensurate with his/her skills and experience for the new role, not to exceed the Job Rate (100%) for the new role.

If a role changes and the position rating is reduced through no fault of the employee and the employee's salary is above the maximum of the range for the newly rated position, the employee's salary will be "green circled", i.e. the employee will continue to receive his/her former salary together with any general salary increases that might be applied during the employee's employment.

7.1.6 Substitution Pay

Employees who assume an additional role on a temporary basis will receive substitution pay provided both of the following criteria are met:

For all positions, excluding Director:

- **Length of time the employee assumes the role (non-Director positions.)** Substitution pay will be considered for employees who assume an additional role for an extended period of time resulting from a leave of absence, extended sick leave, and/or a vacancy. Typically, substitution pay will not be considered for short-term absences such as vacation. Exceptions to this will be approved by Human Resources.
- **The scope of responsibilities and the decision-making authority** the employee is given. Substitution pay will be considered in situations where an employee is expected to assume all of the responsibilities and is given the decision-making authority of the added role. Typically, it will not be considered in situations where the employee assumes some of the responsibilities and/or is not given the decision-making authority.

If both of the above criteria are met, the Director will advise Human Resources. The employee's compensation will be adjusted to the first step level in the classification of the position that the employee is assuming which results in an increase in the employee's existing compensation.

For Director and Dean Positions

Recognizing that the Dean and Director positions are the most senior decision-making roles in each School/Division and that the opportunity to assume the Dean/Director role on a temporary basis can be valuable from a succession planning and professional development perspective, employees assuming the Dean or Director role will be eligible for additional pay in those situations where they are asked to assume the full responsibilities and decision-making authority of the Director position for a minimum of one (1) week. Compensation will be determined in the same manner as outlined above for employees who substitute in another role on a temporary basis.

Human Resources must be notified by the Dean/Director of any changes in pay and the length of time for which the employee is to be provided with substitution pay. Human Resources will inform Payroll.

8 Health Benefits

Eligibility

JIBC offers a full range of benefits designed to protect and insure the health of its employees and their dependents.

The following employees are eligible for the benefits listed below:

- Full time regular employees;

- Part time regular employees who work seventeen and a half (17.5) hours or more per week;
- Full time term or full time LOA term employees whose term is for one (1) year or longer;
- Part time term or part time LOA term employees who work seventeen and a half (17.5) hours or more per week whose term is for one (1) year or longer.

Employees who are not eligible for benefits will receive \$0.62 per hour in lieu of benefits to a maximum of \$43.40 per bi-weekly pay period. Further information is available from Human Resources.

Enrollment

A new employee is required to submit his/her forms for benefits enrollment on the first day of employment.

An employee is responsible for updating any changes to his/her benefits enrollment information such as changes to: address, dependents, and beneficiary.

Waiver of Benefits

An employee may elect to waive coverage for BC Medical (MSP) if he/she is covered under a spouse's plan, Dental, and/or Extended Health benefits. An employee who elects to waive coverage for any of the above benefits **must sign a waiver form** available from Human Resources. There will be no additional compensation for employees who waive selected benefits.

Payment of Premiums

All benefit premiums are employer paid, with the exception of the following:

1. A nominal amount for upgrading extended health and dental coverage to provide an enhanced benefit package;
2. A nominal amount for a portion of the basic Group Life Insurance premium (above \$65,000 coverage).
3. Optional life insurance (if selected).

Benefits Coverage

Details of benefits coverage for Dental, Extended Health, basic Group Life Insurance, optional Group Life Insurance, and Accidental Death & Dismemberment Insurance can be found at [Fair Comparison Benefits](#). Entitlement to benefits is subject to the terms of the benefit plans and JIBC reserves the right to amend benefit plan coverage. Any questions relating to coverage should be directed to Human Resources.

8.1.1 BC Medical (MSP)

An employee is provided with coverage under the basic BC Medical Plan (MSP) for himself/herself and his/her eligible dependents.

Coverage begins on the first of the month following the employment start date.

8.1.2 Dental Benefits

The Dental plan provides coverage for basic, restorative and orthodontic care for an employee and his/her eligible dependents.

Coverage begins on the first of the month following a minimum three (3) month waiting period.

Note: Employee and family members are not eligible for orthodontic coverage for a period of 12 months from the effective date of dental plan coverage.

8.1.3 Extended Health Benefits (EHB)

The EHB plan provides coverage for specified services and supplies not provided under MSP for an employee and his/her eligible dependents.

Coverage begins on the first of the month following a minimum three (3) month waiting period.

8.1.4 Group Life Insurance

Coverage begins on the first of the month following the employment start date.

In addition to the regular benefit, the Group Life plan provides coverage of \$75,000 for any accidental death suffered by an employee while traveling by air on JIBC business.

The Group Life plan provides an Advanced Payment Program for the terminally ill. Further information can be obtained from Human Resources.

8.1.5 Optional Group Life Insurance

An employee who elects Optional Group Life Insurance (basic or enhanced) will pay the full premium for coverage through payroll deduction.

8.1.6 Accidental Death & Dismemberment (AD&D) Insurance

All employees are provided coverage under AD&D insurance.

Coverage begins on the first of the month following the employment start date.

WorkSafe BC

All employees are provided with coverage through WorkSafe BC for injuries suffered while on the job. Further information on an employee's personal eligibility may be obtained from Human Resources.

An employee who receives compensation from JIBC while absent due to a work related accident must reimburse JIBC any compensation received from WorkSafe BC as result of a claim.

9 Pension Plan

Eligibility for Enrollment

A full time regular, full time term or full time LOA term employee in the Fair Comparison group hired on or after September 1, 1999 is required to enroll in the British Columbia College Pension Plan (the Plan), provided his/her earnings in a calendar year meet or exceed 50% of the yearly maximum pensionable earnings (YMPE).

Enrolment is optional for part time regular, part time term or part time LOA term employees whose earnings do not meet 50% of the YMPE. **Any part time employee hired on or after September 1, 1999 who chooses not to enroll must sign a waiver form.** Such forms are available from Human Resources. A part time employee should contact Human Resources to determine if his/her earnings meet 50% of the YMPE.

Plan Details

The Plan is a Defined Benefit pension plan and full details of the Plan can be found on the BC College Pension Plan website at <http://www.pensionsbc.ca/>.

Pension Contributions

Employee contributions to the College Pension Plan are made by payroll deduction on a bi-weekly basis. An employee's total contributions in a calendar year amount to a percentage of pensionable earnings up to and including the YMPE as defined by the Canada Pension Plan, with a slight increase in the contribution percentage once an employee has reached the YMPE in the calendar year. JIBC also contributes an equal amount to the Plan on an employee's behalf.

The Trustees of the Plan on an annual basis determine contribution rates, and new contribution rates are effective September 1 of the calendar year. Rates may or may not increase from year to year. Fair Comparison employees will be advised in writing of any changes prior to implementation.

Post Retirement Benefits

The Plan pays a portion of the cost of premiums for post-retirement benefits such as BC Medical (MSP), Extended Health and Dental coverage. Please refer to <http://www.pensionsbc.ca/> for details.

10 Paid Holidays

Statutory and General Holidays

Full time regular, term or LOA term employees are given a paid day off on [statutory holidays](#), and any other holiday proclaimed as a paid holiday by the provincial or federal governments.

If one of the listed holidays falls on a Saturday or Sunday, the paid day off will be observed on the day designated in lieu. If one of these holidays falls within an employee's vacation period, the paid holiday will not count as a day of vacation.

Part time regular, term or LOA term employees will be compensated for statutory holidays on a pro-rated basis based on hours worked.

11 Vacation

Scheduling Vacations

Vacations are an important aspect of a balanced and healthy life, and each employee is encouraged and expected to take his/her vacation during the calendar year in which it is earned.

JIBC also recognizes that there may be circumstances, such as the need to save some vacation for special plans, when an employee wishes to carry forward some of his/her vacation allowance. The **maximum vacation carry forward** into the next calendar year is an employee's current annual vacation entitlement. Any carry forward must be used within the next calendar year.

To assist in ensuring that vacation time is managed effectively, the following procedures apply:

1. All Fair Comparison employees must advise his/her immediate supervisor of his/her vacation plans no later than April 1st of each year. At a minimum, any carry forward from the previous calendar year must be planned and used during the current year.
2. Record of Leave forms must be completed, authorized and submitted to Payroll **before** vacation is taken.
3. Directors will receive quarterly reports of vacation taken and the balance outstanding in order to monitor vacations and work planning in his/her areas of responsibility.
4. During the last quarter of the calendar year, Human Resources will send out reminders to any employee who has more than his/her annual vacation allowance outstanding at that time to ensure that all of this time is scheduled to be taken prior to the next calendar year.

Vacation Allowance

Vacation is earned and accrued based on completed years of employment in accordance with the following table.

Vacation is taken on a calendar year basis and the vacation allowance for the calendar year is allocated in January of each year.

Completed years of employment based on anniversary date of hire	Number of vacation days earned and accrued per completed year of employment
After completion of 1 year and up to 3 years of employment	20 days

After completion of 3 years and up to 5 years of employment	23 days
After completion of 5 years and up to 7 years of employment	25 days
After completion of 7 years and up to 10 years of employment	27 days
After completion of 10 years and up to 15 years of employment	29 days
After completion of 15 years and up to 20 years of employment	31 days
After completion of 20 years and up to 25 years of employment	33 days
After completion of 25 years of employment or more	35 days

Vacation Eligibility

Full time regular employees, and full time term or full time LOA term employees whose term is for one (1) year or longer will earn and accrue vacation based on the above table.

Part time regular employees who work seventeen and a half (17.5) hours or more per week, and part time term or part time LOA term employees who work seventeen and a half (17.5) hours or more per week whose term is for one (1) year or longer will earn and accrue vacation on a pro-rated basis equivalent to the vacation eligibility for his/her completed years of employment based on time worked.

Full time term, full time LOA term, part time term or part time LOA term employees whose term is for less than (1) year will receive eight (8)% of pay on each payroll. The employee will also be eligible to take unpaid time off for vacation on a pro-rated basis.

Part time regular, part time term or part time LOA term employees who work fewer than seventeen and a half (17.5) hours per week, will receive eight (8)% of pay on each payroll. The employee will also be eligible to take unpaid time off for vacation on a pro-rated basis.

Vacation for Partial Years of Employment

11.1.1 New employees

An employee hired at any time during the calendar year will earn and accrue vacation from the start date, and be allocated a vacation allowance for the balance of the calendar year on a pro-rated basis from the start date until the end of the calendar year at a rate of twenty (20) days per annum.

11.1.2 Terminating employees

On termination, an employee will be paid for the pro-rated portion of unused earned vacation accrued up to the last day of work. Any excess vacation taken but not yet earned will be deducted from the final pay.

Vacation Pay

During vacation an employee's pay is deposited on the scheduled paydays as per normal practice.

Once per calendar year, an employee may request a payroll advance of one (1) regular pay period provided that thirty (30) days' notice in writing is given to Human Resources.

Impact of Other Paid Leaves of Absence on Pre-Approved Vacation

An employee who qualifies for any type of leave of absence with pay during the pre-approved vacation period will not have his/her vacation credits reduced for the leave, provided he/she advises his/her immediate supervisor and supplies the necessary supporting documentation within seven (7) days of

his/her return to work. A revised Record of Leave form, identified as an amended form, must be completed, authorized and submitted to Payroll within seven (7) days of his/her return to work.

Vacation allowance on retirement

An employee scheduled to retire will receive or be paid for his/her full vacation allowance for his/her final year of employment.

12 Personal Days

Purpose

JIBC recognizes that its Fair Comparison employees may from time to time put in additional hours in order to meet objectives. Personal Days are paid days off intended to give an employee the flexibility to take the occasional break from work for the purpose of rest and relaxation or to attend to personal matters.

Personal Days are not intended to be a substitute for regular vacation and should not be taken in multiples other than around a single weekend (e.g. Friday and Monday). Personal Days should be taken throughout the year, and must be scheduled ahead of time in consultation with the employee's immediate supervisor.

Eligibility

The following employees are eligible for Personal Days:

- Full time regular employees;
- Full time term or full time LOA term employees whose term is for one (1) year or longer;
- Part time regular employees who work seventeen and a half (17.5) hours or more per week;
- Part time term or part time LOA term employees who work seventeen and a half (17.5) hours or more per week whose term is for one (1) year or longer.

The following employees are not eligible for Personal Days:

- Full time term, full time LOA term, part time term or part time LOA term employees whose term is for less than 1 (one) year;
- Part time regular, part time term or part time LOA term employees who work less than seventeen and a half (17.5) hours per week

Personal Days Allowance

Eligible full time employees may take up to ten (10) Personal Days in each calendar year. This allowance is based on the employee working the full calendar year. The allowance for eligible part time employees will be pro-rated, based on the employee working his/her regular schedule for the full calendar year, rounded up to the nearest whole day.

During the first year of employment, Personal Days will be pro-rated based on an employee's start date, and rounded up to the nearest whole day.

Any full time or part time employee who works less than the full calendar year due to a leave of absence of any kind will be eligible to take Personal Days on a pro-rated basis for the time worked during the calendar year.

Personal Days are non-cumulative and may not be carried over into the next calendar year, except for the Christmas/New Year holidays that extend into the next calendar year.

Procedures for taking Personal Days

A Record of Leave form must be completed for Personal Days taken, approved by the employee's immediate supervisor and submitted to Payroll no later than the end of the month during which the Personal Day(s) was (were) taken.

Payout of Personal Days

There is no payout for unused Personal Days at calendar year end and any Personal Days not used by the end of the calendar year will be forfeited.

Upon termination, employees will be paid for the pro-rated number of unused Personal Days up to the last day of work. Any Personal Days taken in excess of that pro-rated number will be deducted from the final pay.

SECTION 5 - LEAVES OF ABSENCE

13 Leaves for Illness or Injury

General Procedures

A Record of Leave form must be completed either before taking any leave in this category or immediately after returning to work, depending upon the nature of the leave.

Except where noted an employee must notify his/her immediate supervisor immediately upon commencement or prior to taking any of these leaves.

Except where noted an employee does not need to work for a specified period of time in order to be eligible for any of these leaves.

Sick Leave

13.1.1 Eligibility

The following employees are eligible for Basic Sick Leave:

- Full time regular employees;
- Part time regular employees who work seventeen and a half (17.5) hours or more per week;
- Full time term and full time LOA term employees whose term is for one (1) year or longer;
- Part time term and part time LOA term employees who work seventeen and a half (17.5) hours or more per week whose term is for one (1) year or longer.

The following employees are not eligible for Basic Sick Leave:

- Full time term, full time LOA term, part time term or part time LOA term employees whose term is for less than (1) year;
- Part time regular, part time term or part time LOA term employees who work less than seventeen and a half (17.5) hours per week.

13.1.2 Coverage and General Procedures

Sick leave is intended to provide employees with the necessary time off to recover from personal illness or injury. Sick leave is not an entitlement and cannot be banked from year to year or paid out at any time.

The sick leave allowance is ten (10) days per calendar year at 100% of pay based on full time employment, pro-rated for part time employment.

An employee who needs to be off work in order to care for a family member who is ill, or due to a child care emergency, should take this time as *Emergency Child Care Leave, Child Illness Leave Family Illness Leave, or Family Responsibility Leave*.

An employee who needs to take sick leave must advise his/her immediate supervisor by phone or e-mail so that work can be handled while he/she is away. An employee who is absent due to sick leave is expected to keep his/her immediate supervisor advised each day of recovery progress and anticipated return date.

Appropriate medical information from a qualified medical practitioner may be requested if an employee is away for more than five (5) consecutive days for personal illness or injury, or if it appears that a pattern of consistent or frequent absence from work is developing. In certain circumstances, JIBC may require an independent medical examination.

After ten (10) consecutive days of sick leave, the employee and his/her medical practitioner(s) will be contacted by JIBC's designated disability management group. Based on the disability management group's assessment, sick leave may be extended up to a total of thirty (30) days per calendar year at 100% of pay where the employee is under the care of a medical practitioner and the necessary treatment requires a longer absence.

Short Term Illness and Injury Plan (STIIP)

13.1.3 Eligibility

After three (3) months of employment, the following employees are eligible for coverage under the Short Term Illness and Injury Plan (STIIP):

- Full time regular employees;
- Part time regular employees who work seventeen and a half (17.5) hours or more per week;
- Full time term and full time LOA term employees whose term is for one (1) year or longer;
- Part time term and part time LOA term employees who work seventeen and a half (17.5) hours or more per week whose term is for one (1) year or longer.

The following employees are not eligible for coverage under the Short Term Illness and Injury Plan (STIIP):

- Full time term, full time LOA term, part time term or part time LOA term employees whose term is for less than (1) year;
- Part time regular, part time term or part time LOA term employees who work less than seventeen and a half (17.5) hours per week.

13.1.4 Coverage and General Procedures

Once the maximum sick leave allowance as defined above has been used and the employee is still unable to work and continues to be under the care of a qualified medical practitioner, the employee will be paid a STIIP allowance of 75% of pay for up to an additional seven (7) months.

Appropriate medical information from a qualified medical practitioner may be requested from time to time during the period of STIIP. In certain circumstances, JIBC may require an independent medical examination.

During the period of STIIP, JIBC's designated disability management group will monitor the absence on a regular basis and, at the appropriate time, work with the employee, his/her medical practitioner and Human Resources on a return to work plan.

The 75% STIIP benefit may be topped up with unused earned vacation up to 100% of pay. Unused Personal Days pro-rated to the date an employee becomes eligible for STIIP may also be used to top up STIIP. The employee must advise Human Resources if he/she wishes to use unused earned vacation or unused pro-rated Personal Days to top up STIIP.

Leave forms indicating absence on STIIP and the amount of unused earned vacation or unused pro-rated Personal Days to be used to top up the 75% payments must be sent to Payroll on a monthly basis during the period of STIIP, before the applicable payroll cut-off. If the employee is not personally able to submit Leave forms, he/she must advise Human Resources by e-mail as to his/her wishes. Human Resources will liaise with the division to ensure that the Leave forms are completed, authorized and submitted to Payroll on a timely basis.

Long Term Disability (LTD)

13.1.5 Eligibility

The following employees are eligible to apply for Long Term Disability (LTD) benefits when the employee has used his/her STIIP allowance, is still unable to work and is under the full time care of a qualified medical practitioner:

- Full time regular employees;
- Part time regular employees who work seventeen and a half (17.5) hours or more per week;
- Full time regular term or full time regular LOA term employees whose term is for one (1) year or longer;
- Part time term or part time LOA term employees who work seventeen and a half (17.5) hours or more per week whose term is for one (1) year or longer.

The following employees are not eligible to apply for Long Term Disability (LTD) benefits:

- Full time term, full time LOA term, part time term or part time LOA term employees whose term is less than one (1) year;
- Part time regular, part time term or part time LOA term employees who work less than seventeen and a half (17.5) hours per week.

13.1.6 Coverage and General Procedures

The application for LTD benefits will be subject to the approval of the carrier.

Details of LTD coverage can be found in the [Fair Comparison Benefits Booklet](#). While an employee is receiving LTD benefits, he/she will be considered an employee for the purposes of superannuation (pension) and will continue to be covered by Group Life, AD&D, Extended Health, Dental and Basic Medical (MSP) plans. The employee will be responsible for providing JIBC with post-dated cheques to cover the employee's share of benefits premiums during the period of LTD. Group Life premiums will be waived by the insurance provider and both employer and employee contributions to the Pension Plan will be waived.

Since the employer pays the premiums for LTD coverage, benefit payments are taxable to the employee. The LTD carrier will provide the employee with a Form T4A at calendar year end indicating the amount of payments made. An employee is required to report this income when submitting his/her personal income tax return.

During the period of LTD, JIBC's designated disability management group will monitor the absence on a regular basis and at the appropriate time work with the employee, his/her medical practitioner and Human Resources on an appropriate return to work plan.

During the period of LTD, the employee will be "parked" in JIBC's payroll system and noted as being on LTD. There is no need to complete Leave forms for absences on LTD.

14 Pregnancy, Parental, Adoption and Extended Child Care Leaves

14.1 Eligibility

The following employees are eligible to apply for Pregnancy, Parental, Adoption and Extended Child Care Leave:

- Full time regular employees;
- Part time regular employees who work seventeen and a half (17.5) hours or more per week;
- Full time regular term or full time regular LOA term employees whose term is for one (1) year or longer;
- Part time term or part time LOA term employees who work seventeen and a half (17.5) hours or more per week whose term is for one (1) year or longer.

The following employees are not eligible to apply for Pregnancy, Parental, Adoption and Extended Child Care Leave:

- Full time term, full time LOA term, part time term or part time LOA term employees whose term is less than one (1) year;
- Part time regular, part time term or part time LOA term employees who work less than seventeen and a half (17.5) hours per week.

14.2 General Procedures

Except where noted an employee must notify his/her immediate supervisor prior to taking any of these leaves.

During the period of Pregnancy, Parental, Adoption or Extended Child Care leave, the employee will be “parked” in JIBC’s payroll system and noted as being on Pregnancy, Parental, Adoption or Extended Child Care leave. There is no need to complete Leave forms for absences due to Pregnancy, Parental, Adoption or Extended Child Care leave.

14.3 Pregnancy Leave

An employee may take Pregnancy Leave of up to seventeen (17) weeks without pay. Pregnancy Leave may be followed immediately by unpaid Parental Leave and/or an unpaid Extended Child Care Leave. Further information can be found within this section under those headings.

The employee must notify JIBC in writing of her intent to take Pregnancy Leave, including the anticipated commencement date of the Leave, at least three (3) months prior to the expected due date of birth.

An employee who qualifies for Pregnancy Leave will be paid a Pregnancy Leave Allowance in accordance with the Supplemental Employment Benefit Plan. In order to receive this allowance, the employee must provide JIBC with proof that she has applied for and is eligible to receive Employment Insurance (EI) benefits. The Pregnancy Leave Allowance consists of two (2) weeks at eighty-five percent (85%) of the employee’s basic pay, followed by 15 additional weekly payments equivalent to the difference between the Employment Insurance gross benefits and eighty-five percent (85%) of the employee’s basic pay. In order to receive this benefit, the employee must sign an agreement that she will return to work and remain in JIBC’s employ for a period of at least six (6) months after her return to work. If she should fail to return to work and remain in JIBC’s employ for at least six (6) months, the employee must reimburse JIBC in full for the Pregnancy Leave Allowance received.

Pregnancy Leave without pay may be extended for up to an additional six (6) months for health reasons where a certificate from a qualified medical practitioner is presented. A written request must be received by JIBC at least four (4) weeks prior to the expiration of the initial Leave. Pregnancy Leave may also be

extended for a period of up to six (6) months at the request of the employee; such requests will be given reasonable consideration by JIBC.

Vacation entitlements and vacation pay will continue to accrue while an employee is on Pregnancy Leave, providing the employee returns to work for a period of not less than six (6) months immediately following the Pregnancy Leave. Vacation earned in this way may be carried over to the following year.

An employee who is unable to return to work for the required six (6) months as a result of proceeding within six (6) months of return to work on a subsequent Pregnancy, Parental or Adoption Leave will be credited with his/her earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six (6) months following the expiration of the subsequent Pregnancy, Parental or Adoption Leave.

Personal Days do not accrue while an employee is on Pregnancy Leave.

During the Pregnancy Leave, JIBC will maintain coverage for Medical, Extended Health, Dental, Group Life and Long Term Disability benefits. The employee's share of benefits premiums will be deducted in the normal manner from the amount received for top up of salary.

An employee on Pregnancy Leave must advise JIBC of her intent to return to work not less than thirty (30) calendar days prior to the expiration of the Leave. The payment of the Pregnancy Leave Allowance under the Supplemental Employment Benefit Plan and of the employer's share of benefits is conditional upon the employee returning to work at JIBC. If the employee does not provide the required notice of the employee's return or if the employee does not return to work after having provided such notice, the employee will be deemed to have resigned and the employee must repay the cost of benefits provided under the Supplemental Employment Benefit Plan and the employer's share of the benefit premiums during the Pregnancy Leave.

If the employee was a term or LOA term employee and the term expired during her period of Pregnancy Leave, all of JIBC's obligations to the employee including access to top up under the Supplemental Employment Benefit Plan will cease on the date of expiration of the term.

On return from Pregnancy Leave or extensions to the Leave, an employee shall be placed in her former position or in a position of equal rank and basic pay.

14.4 Parental Leave

An employee may take Parental Leave for the birth or adoption of a child of up to thirty seven (37) weeks without pay or thirty five (35) weeks without pay where combined with Pregnancy Leave. A written request for Parental Leave must be made at least four (4) weeks prior to the proposed commencement date of the leave. Parental Leave may be followed immediately by unpaid Extended Child Care Leave. Further information can be found within this section under that heading.

Where both parents are employees of JIBC, the employees shall decide the allotment of the Parental Leave between them and advise JIBC accordingly.

An employee who qualifies for Parental Leave will be paid a Parental Leave Allowance in accordance with the Supplemental Employment Benefit Plan. In order to receive this Allowance, the employee must provide JIBC with proof that he/she has applied for and is eligible to receive Employment Insurance (EI) benefits. The Parental Leave Allowance consists of a maximum of thirty five (35) weekly payments equivalent to the difference between the Employment Insurance gross benefits and seventy-five (75%) of

the employee's basic pay. In order to receive this benefit, the employee must sign an agreement that he/she will return to work and remain in JIBC's employ for a period of at least six (6) months after his/her return to work. If he/she should fail to return to work and remain in JIBC's employ for at least six (6) months, the employee must reimburse JIBC in full for the Parental Leave Allowance received.

Leave taken under this clause must commence: in the case of the mother immediately following the conclusion of Pregnancy Leave or Adoption Leave; or in the case of the father following the birth or adoption of the child or following the conclusion of Adoption Leave. Parental leave must conclude within the fifty-two (52) week period after the date of birth or adoption of the child. The leave request must be supported by official documentation stating the date of birth or adoption of the child.

Vacation entitlements and vacation pay will continue to accrue while an employee is on Parental Leave, providing the employee returns to work for a period of not less than six (6) months. Vacation earned in this way may be carried over to the following year.

An employee who is unable to complete the required six (6) months at work as a result of proceeding within six (6) months of return to work on a subsequent Pregnancy, Parental or Adoption Leave will be credited with his/her earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six (6) months following the expiration of the subsequent Pregnancy, Parental or Adoption Leave.

Personal Days do not accrue while an employee is on Parental Leave.

During the Parental Leave, JIBC will maintain coverage for Medical, Extended Health, Dental, Group Life and Long Term Disability benefits. The employee's share of benefits premiums will be deducted in the normal manner from the amount received for top up of salary.

An employee on Parental Leave must advise JIBC of his/her intent to return to work not less than thirty (30) calendar days prior to the expiration of the Leave. The payment of the Parental Leave Allowance under the Supplemental Employment Benefit Plan and of the employer's share of benefits is conditional upon the employee returning to work at JIBC. If the employee does not provide the required notice of the employee's return or if the employee does not return to work after having provided such notice, the employee will be deemed to have resigned and the employee must repay the cost of benefits provided under the Supplemental Employment Benefit Plan and the employer's share of the benefit premiums during the Parental Leave.

If the employee was a term or LOA term employee and the term expired during his/her period of Parental Leave, all of JIBC's obligations to the employee including access to top up under the Supplemental Employment Benefit Plan will cease on the date of expiration of the term.

On return from Parental Leave or extensions to the Leave, an employee shall be placed in his/her former position or in a position of equal rank and basic pay.

14.5 Adoption Leave

Upon request and with the appropriate documentation, an employee is eligible for Adoption Leave of up to seventeen (17) weeks without pay following the adoption of a child. An employee may use unused earned vacation to cover part of the unpaid Adoption Leave. Unused Personal Days pro-rated to the date an employee starts an Adoption Leave may also be used to cover part of the unpaid Adoption Leave. The employee must advise Human Resources if he/she wishes to use unused earned vacation or unused pro-rated Personal Days to cover part of the unpaid Adoption Leave.

A written request for Adoption Leave must be made as soon as possible after notification that the adoption has been approved. Adoption Leave may be followed immediately by Parental Leave and/or an unpaid Extended Child Care Leave. Further information can be found within this section under those headings.

Adoption Leave may be extended for up to an additional six (6) months for reasons related to the health of the child where a certificate from a qualified medical practitioner is presented. A written request must be received by JIBC at least four (4) weeks prior to the expiration of Adoption Leave.

Adoption Leave may also be extended for a period of up to six (6) months at the request of the employee; such requests will be given reasonable consideration by JIBC.

Vacation will continue to accrue while an employee is on Adoption Leave, providing the employee returns to work for a period of not less than six (6) months. Vacation earned in this way may be carried over to the following year to be used in the calendar year during which the employee returns to work.

An employee who is unable to complete the required six (6) months at work as a result of proceeding within six (6) months of return to work on a subsequent Pregnancy, Parental or Adoption Leave will be credited with his/her earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six (6) months following the expiration of the subsequent Pregnancy, Parental or Adoption Leave.

Personal Days do not accrue while an employee is on Adoption Leave.

During the Adoption Leave, JIBC will maintain coverage for Medical, Extended Health, Dental, Group Life and Long Term Disability benefits. The employee will be responsible for providing JIBC with post-dated cheques to cover the employee's share of benefits premiums during the Adoption Leave.

An employee on Adoption Leave must advise JIBC of his/her intent to return to work not less than thirty (30) calendar days prior to the expiration of the Leave. The payment of the employer's share of benefits is conditional upon the employee returning to work at JIBC. If the employee does not provide the required notice of the employee's return or if the employee does not return to work after having provided such notice, the employee will be deemed to have resigned and the employee must repay the cost of the employer's share of the benefit premiums during the Adoption Leave.

If the employee was a term or LOA term employee and the term expired during his/her period of Adoption Leave, all of JIBC's obligations to the employee will cease on the date of expiration of the term.

On return from Adoption Leave or extensions to the Leave, an employee shall be placed in his/her former position or in a position of equal rank and basic pay.

14.6 Extended Child Care Leave

Upon completion of Pregnancy, Parental and/or Adoption Leave (including any extension of such leaves), an eligible employee may take Extended Child Care Leave without pay to care for his/her child, provided that a written request for such Leave has been received and approved by JIBC at least four (4) weeks prior to the end of the Pregnancy, Parental and/or Adoption Leave.

The combined length of Extended Child Care Leave and Pregnancy, Parental and/or Adoption Leave must not exceed 18 months.

During the period of Extended Child Care Leave, there will be no accrual of vacation or Personal Days.

The employee will be responsible for paying both the employer's and the employee's portions of benefits premiums in order to maintain benefits coverage and must provide JIBC with post-dated cheques to cover both the employer's and employee's shares of benefits premiums during the period of Extended Child Care Leave.

Notification of return to work from Extended Child Care Leave must be given at least thirty (30) calendar days prior to the expiration of the leave. If the employee does not provide the required notice of the employee's return, he/she will be deemed to have resigned as of the date his/her Extended Child Care Leave commenced.

Upon return to work from Extended Child Care Leave, the employee will be placed in his/her former position or in a position of equal rank and basic pay.

15.Special and Family Leaves

15.1 Eligibility

The following employees are eligible for the following Special and Family Leaves:

- Full time regular employees;
- Part time regular employees who work seventeen and a half (17.5) hours or more per week;
- Full time regular term or full time regular LOA term employees whose term is for one (1) year or longer;
- Part time term or part time LOA term employees who work seventeen and a half (17.5) hours or more per week whose term is for one (1) year or longer.

The following employees are not eligible for the following Special and Family Leaves:

- Full time term, full time LOA term, part time term or part time LOA term employees whose term is less than one (1) year.
- Part time regular, part time term or part time LOA term employees who work less than seventeen and a half (17.5) hours per week;

15.2 General Procedures

A Record of Leave form must be completed either before taking any leave in this category or immediately after returning to work, depending on the nature of the leave.

Except where noted an employee must notify his/her immediate supervisor prior to taking any of these leaves and receive approval to be absent from work. Approval will not be unreasonably withheld.

The combined total hours for Special Leave, Emergency Child Care Leave, Child Illness Leave and Family Illness Leave must not exceed 70 hours per calendar year without special approval from the Director, Human Resources in consultation with the division Director.

15.3 Special Leave

An employee may take special leave with pay for the following situations:

(a) Marriage of the employee	three (3) days
(b) Attend wedding of the employee's child or step-child	one (1) day*
(c) Birth or adoption of the employee's child	one (1) day*
(d) Serious household or domestic emergency	one (1) day*
(e) Moving household furniture and effects	one (1) day*
(f) Attend his/her formal hearing to become a Canadian citizen	one (1) day*
(g) Attend funeral as pallbearer or mourner	one (1) day*
(h) Court appearance for hearing of employee's child or step-child	one (1) day*

* This leave may only be taken when it occurs on a regularly scheduled workday.

15.4 Emergency Child Care Leave

In the event of a collapse of child care arrangements, and when no one at the employee's home other than the employee can provide for the needs of the child, the employee may use up to one (1) day of paid leave at any one (1) time for this purpose.

15.5 Child Illness Leave

If an employee's dependent child becomes ill or is hospitalized, and if no one else at an employee's home is able to provide for the needs of his/her child, an employee may use up to a maximum of two (2) days of paid leave at any one time in order to care for his/her child.

If it appears that a pattern of consistent use of Child Illness Leave is developing, JIBC may request appropriate medical information from a qualified medical practitioner with regard to the child's condition.

15.6 Family Illness Leave

In the case of illness of a dependent child, spouse or parent of an employee and when no one at the employee's home other than the employee can provide for the needs of the affected person, the employee may use up to a maximum of two (2) days of paid leave at any one (1) time for this purpose.

In the case of hospitalisation of a child, spouse or parent of an employee, the employee may use up to a maximum of two (2) days of paid leave at any one (1) time for this purpose.

The Director, Human Resources in consultation with the employee's Director or Vice President as appropriate may agree to grant leave under this clause for family members not listed.

15.7 Family Responsibility Leave

An employee may take up to five (5) days of **unpaid** leave per calendar year in order to meet responsibilities related to the care, health, or education of any member of an employee's immediate family.

Employees who have been granted leave under this provision may choose to use unused earned vacation or unused pro-rated Personal Days rather than take time off without pay.

16 Other Leaves of Absence - With Pay

16.1 General Procedures and Eligibility

The following employees are eligible for these Other Leaves of Absence with Pay:

- Full time regular employees;
- Part time regular employees who work seventeen and a half (17.5) hours or more per week;
- Full time regular term or full time regular LOA term employees whose term is for one (1) year or longer;
- Part time term or part time LOA term employees who work seventeen and a half (17.5) hours or more per week whose term is for one (1) year or longer.

With the exception of 16.7, the following employees are not eligible for these Leaves of Absence with Pay. Exceptions must be approved by the Director, Human Resources in consultation with the applicable Director:

- Full time term, full time LOA term, part time term or part time LOA term employees whose term is less than one (1) year.
- Part time regular, part time term or part time LOA term employees who work less than seventeen and a half (17.5) hours per week;

Except where noted, a Record of Leave form must be completed either before taking any leave in this category or immediately after returning to work, depending upon the nature of the leave.

Except where noted an employee must notify his/her immediate supervisor prior to taking any of these leaves and receive approval to be absent from work. Approval will not be unreasonably withheld.

Except where noted an employee does not need to work for a specified period of time in order to be eligible for any of these leaves.

For leaves of absence with pay of less than thirty (30) calendar days, employment will be considered to be continuous for purposes of calculating vacation accrual, allocation of Personal Days and eligibility for benefits coverage.

For leaves of absence with pay for greater than thirty (30) calendar days, vacation accrual and allocation of Personal Days will be pro-rated for the time worked in the calendar year. Benefits coverage may be continued if the employee pays both the employer's and employee's portions of the benefit premiums for the second and subsequent months of absence, provided coverage is approved by the insurance carriers.

Leaves of absence with pay for part time employees will be pro-rated based on the employee's regularly scheduled hours.

16.2 Leave for Regular Medical or Dental Care

Regular medical and dental appointments should be scheduled outside of regular working hours whenever possible. Where this is not feasible, an employee should advise his/her immediate supervisor and make appropriate arrangements to ensure he/she is able to meet the expectations of his/her job.

The employee does not need to complete a Leave form for regular medical or dental appointments.

16.3 Donor Leave

An employee will be granted leave of absence with pay for the purpose of donating blood, bone marrow, or an organ.

16.4 Bereavement Leave

If there has been a death in an employee's immediate family, the employee may take up to five (5) days of Bereavement leave with pay. The Director, Human Resources in consultation with the division Director may agree to grant bereavement leave in the event of the death of another person close to the employee who is not defined as immediate family in the definitions at the front of this Handbook.

If an employee is on vacation at the time of the bereavement, he/she will be granted Bereavement Leave and credited the appropriate number of days to vacation leave.

If established ethno-cultural or religious practices provide for ceremonial occasions other than the above-noted bereavement period, the bereavement leave may be taken at the time of the ceremonial occasion.

16.5 Leave for Jury Duty

An employee who is asked to report for Jury Duty will be granted paid leave for the duration of the Jury selection process.

An employee who is subsequently selected for Jury Duty will be granted paid leave for the duration of the trial. All monies paid to the employee by the court must be remitted to JIBC, except for travel and meal allowances not reimbursed by JIBC.

An employee must provide his/her immediate supervisor with written notice of such leave or potential leave as soon as he/she is notified of the requirement to report for Jury Duty.

16.6 Leave for Court Appearances

An employee required to appear as a witness in a court action will be granted paid leave, provided the court action has not resulted from the employee's private affairs.

An employee must advise his/her immediate supervisor as soon as he/she is aware that leave will be required.

16.7 Emergency Service Leave

If an employee's services are required for emergency operations by request from the Provincial Emergency Program or the appropriate police authority, a paid leave of absence will be granted.

Any remuneration received as a result of these services must be must be remitted to JIBC, except for expenses not reimbursed by JIBC.

An employee must provide his/her immediate supervisor with written notice of such leave or potential leave as soon as he/she is notified of the requirement.

16.8 Leave for Voting

Any employee eligible to vote in a Provincial or Municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open, in which to cast his/her ballot.

Any employee eligible to vote in a Federal election or referendum shall have three (3) consecutive clear hours during the hours in which the polls are open, in which to cast his/her ballot.

17 Other Leaves of Absence - Without Pay

17.1 General Procedures and Eligibility

Except where noted, a Record of Leave form must be completed either before taking any leave in this category.

An employee must advise his/her immediate supervisor prior to taking any of these leaves and receive approval to be absent from work. Approval will not be unreasonably withheld.

Except where noted an employee does not need to work for a specified period of time in order to be eligible for any of these leaves.

Employees who have been granted any of these leaves without pay may choose to use unused earned vacation or unused pro-rated Personal Days to cover all or part of the leave, rather than take leave without pay.

For leaves of absence without pay of less than thirty (30) calendar days, employment will be considered to be continuous for purposes of calculating vacation accrual, allocation of Personal Days and eligibility for benefits coverage.

For leaves of absence without pay for greater than thirty (30) calendar days, vacation accrual and allocation of Personal Days will be pro-rated for the time worked in the calendar year. Benefits coverage may be continued if the employee pays both the employer's and employee's portions of the benefit premiums for the second and subsequent months of absence provided coverage is approved by the insurance carriers.

17.2 General Leave of Absence

A General Leave of Absence without pay may be granted to an employee who requests leave for emergency purposes or other unusual circumstances.

All requests and approvals for leave must be in writing, and must be given with as much advance notice as possible. Approval will not be unreasonably withheld, and JIBC will give written reasons for withholding approval upon request.

17.3 Leave for Religious Observances

Employees may take up to two (2) days leave without pay per calendar year to observe spiritual or holy days.

A minimum of two (2) weeks' written notice must be provided to the employee's division Director for leave under this provision. If such notice is not possible as much written notice as possible must be provided.

17.4 Canadian Armed Forces Leave

Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces may be granted a leave of absence without pay in order to take annual training, to participate in a program of training for the purpose of qualifying for a higher rank, or to attend as a delegate meetings of service associations or conferences related to the Canadian Armed Forces.

Any remuneration received from the Government of Canada for the purpose of activities related to the Canadian Armed Forces may be retained by the employee whilst on leave of absence without pay, or if he/she has chosen to use unused earned vacation for these activities.

Full time term, full time LOA term, part time term or part time LOA term employees whose term is for less than one (1) year are not eligible for this leave.

17.5 Leave for Court Appearances

If an employee is required to appear in court as a result of the employee's private affairs, his/her leave of absence to attend court will be without pay.

If an employee is accused of a crime and is jailed pending court appearance, his/her leave of absence will be without pay.

An employee must advise his/her immediate supervisor as soon as he/she is aware that leave will be required.

17.6 Public Duties Leave

Regular full time employees or regular part time employees who work seventeen and half (17.5) hours or more per week may be granted a leave of absence without pay of up to ninety (90) days to seek public office, including seeking office in a Municipal, Provincial or Federal election.

Regular term, regular LOA term, part time term or part time LOA term employees are not eligible for Public Duties leave.

A request for such leave must be submitted in writing to the employee's division Director. Approval will be subject to the availability of a replacement to perform the employee's duties during the leave.

Employees who have been elected to Municipal or School Board office may be granted leave without pay as necessary to attend meetings held during normal working hours. This leave must not exceed one-half ($\frac{1}{2}$) workday per week.

18 Deferred Salary Leave Plan

The Deferred Salary Leave Plan (DSLPL) is part of JIBC's commitment to employee renewal and flexible work arrangements. Regular full time and regular part time employees are eligible to apply for the DSLPL after two (2) years of continuous employment by JIBC. The policy can be found on the [Intranet](#).

SECTION 6 - EMPLOYEE DEVELOPMENT

19 Personal and Professional Development

In keeping with its core values, JIBC is committed to continuous learning and professional development for its staff. An employee is encouraged to seek out educational and learning opportunities and to take responsibility for his/her own personal and professional development.

Personal and professional development may include: upgrading skills and knowledge by taking courses or programs of higher education, mentoring opportunities, coaching, job shadowing, attendance at conferences, presenting at conferences, self-study, research, secondment to another employer, and lateral or upward movement on a term or regular basis.

19.1 Personal and Professional Development Planning (PPDP)

The purpose of this process is to provide a framework for each employee and his/her immediate supervisor to discuss and implement a personal and professional development plan.

The [PPDP process](#) is intended to be employee driven and employer supported. PPDP assists an employee with planning the development necessary in order to enhance his/her skills, knowledge and abilities. It is not intended to be used as a work performance evaluation tool.

19.2 Financial Support for Professional Development

Each division establishes a minimum budget of two percent (2%) of its gross Fair Comparison salary budget in order to fund tuition fees and other costs related to the professional development of its Fair Comparison employees. The allocation of these funds is at the discretion of the division Director based on divisional needs and approved PPDP's.

19.3 JIBC Courses

An employee is encouraged to take courses offered by JIBC as part of his/her approved PPDP. An employee who wishes to take a specific course as part of his/her approved PPDP must register for the course in the normal manner in order to be guaranteed a seat in the particular course. The invoice should be directed to the division Director for approval.

From time to time when there is space available JIBC courses are offered at no charge to employees on a "first come, first served" basis. Employees will receive an All-Staff e-mail from the relevant division when this occurs. An employee should check with his/her immediate supervisor prior to applying for these free courses.

19.4 Leave for Short Term Courses

A short term course is defined as one that does not require ongoing, intensive study and includes a work-related conference.

An employee who is taking a short term course or attending a conference at the request of JIBC or as part of his/her approved PPDP will be granted leave with pay. JIBC will pay the full cost of the course or conference including tuition fees, entrance or registration fees, laboratory fees, required books, necessary travel, receipted meal expenses, and other legitimate expenses where applicable.

19.5 Education Leave

Full time regular and part time regular employees who have been employed by JIBC for at least one (1) year may apply for Education Leave for the purpose of taking advanced education, special training, or a

program of independent study/research provided these studies can be shown to be of benefit to JIBC. Full time term, part time term, full time LOA term and part time LOA term employees are not eligible for Educational Leave.

Education Leave may be for a period of up to one (1) year, and may be renewed by mutual agreement. Applications should be submitted as far in advance as possible, with a minimum of ninety (90) days' advance notice for leaves of four (4) months or longer.

The division Director (or Vice President where appropriate) in consultation with the Director, Human Resources will determine whether the Education Leave will be granted with pay or without pay or a combination thereof. Employees may use unused earned vacation or unused pro-rated Personal Days for any unpaid portion of Education Leave.

During a paid or unpaid Education Leave, JIBC will maintain coverage for Medical, Extended Health, Dental, Group Life and Long Term Disability benefits, and will pay the employer's share of these premiums. When on unpaid Education Leave, the employee will be responsible for providing JIBC with post-dated cheques to cover the employee's share of benefits premiums during the leave.

An employee who receives paid Education Leave must sign an agreement stating that upon completion of the leave he/she will remain an employee of JIBC for a period equivalent to three (3) times the length of the paid leave.

The payment of salary during the paid Education Leave and payment of the employer's share of benefits is conditional upon the employee returning to work at JIBC. If the employee does not return to work after the paid education leave, the employee will be deemed to have resigned effective the start of the leave and the employee must repay the full cost of the salary and the employer's share of the benefit premiums paid during the leave.

An employee who receives unpaid Education Leave must sign an agreement stating that upon completion of the leave, he/she will remain an employee of JIBC for a period equivalent to the length of time of the leave.

The payment of the employer's share of benefits is conditional upon the employee returning to work at JIBC. If the employee does not return to work after the paid education leave, the employee will be deemed to have resigned effective the start of the leave and the employee must repay the employer's share of the benefit premiums paid during the leave.

Should an employee receive outside financial assistance towards this education (e.g. scholarship or grant), the amount of such financial assistance plus any paid Education Leave must not exceed the employee's basic salary for the period.

Termination of employment for any reason will nullify any obligation of assistance by JIBC.

19.6 Leave for Writing Examinations

An employee will be granted a leave of absence with pay in order to allow the employee time to write examinations for courses that have been approved by JIBC. An employee must advise his/her supervisor of the time and place of the examination as soon as he/she receives this information.

20 Internal Mobility

20.1 General

Employees are encouraged to seek out opportunities for learning and development by applying for other jobs within JIBC. Such opportunities may be found in positions classified at a higher level, in positions classified at the same level, or in positions classified at a lower level depending on an employee's developmental objectives.

All position vacancies are posted internally for a minimum of seven (7) consecutive days, except as noted below. JIBC reserves the right to post jobs externally concurrent with the internal posting.

20.2 Applying for Internal Postings

Following completion of the initial probationary period, an employee may apply for postings at JIBC by submitting a written application and supporting resume to Human Resources by the due date. Normal recruitment processes will be followed; postings can be found on JIBC intranet under [Human Resources](#).

20.3 Lateral Transfers

20.3.1 Lateral transfers within an employee's division

An employee may be moved laterally within his/her own division without the need for posting as long as the duties and responsibilities of the job remain the same; for example a Program Coordinator moving into a different program area.

20.3.2 Lateral transfers into another division

An employee seeking new learning opportunities without an increase in responsibilities may wish to apply for a vacancy that would result in a lateral transfer into another division.

All internal and external candidates will be assessed on their qualifications against the requirements for the position including education, experience, skills and knowledge. The best candidate for the position will be selected by JIBC.

Should an internal applicant not be the selected candidate, he/she will receive constructive feedback with a focus on development needs.

An employee who is successful in his/her application for a lateral transfer to a role in another division does not need to serve a probationary period for the new position.

20.4 Higher Level Positions

Employees are encouraged to apply for vacancies that would result in moving into a higher level position.

All internal and external candidates will be assessed on their qualifications against the requirements for the position including education, experience, skills and knowledge. The best candidate for the position will be selected by JIBC.

Should an internal applicant not be the selected candidate, he/she will receive constructive feedback with a focus on development needs.

A successful internal candidate will serve a six (6) month probationary period in the new role.

20.5 Lower Level Positions

An employee may choose to apply for a vacancy that would result in them moving into a lower level position.

All internal and external candidates will be assessed on their qualifications against the requirements for the position including education, experience, skills and knowledge. The best candidate for the position will be selected by JIBC.

Should an internal applicant not be the selected candidate, he/she will receive constructive feedback with a focus on development needs.

Should the employee be successful in his/her application, he/she will serve a six (6) month probationary period in the new role.

SECTION 7 – RESOLVING PROBLEMS AT WORK

21 Work Related Issues

Concerns and complaints related to an employee’s own work, resources or working arrangements should first be discussed with the division Director, and if necessary with the Director, Human Resources or Vice President, depending on the nature of the concern or complaint.

Fair Comparison employees may also direct questions to any member of the Fair Comparison Committee, who in turn will bring questions forward to Human Resources or the Committee for response. If the concern or complaint is of a confidential nature, it will be treated as such and any discussion at the Fair Comparison Committee will be held *in camera*.

22 Harassment or Potential Harassment

The Justice Institute of British Columbia is committed to providing a work environment that is free from discrimination, harassment, and misuse of authority and where individual differences are valued and respected.

JIBC does not condone and will not tolerate any discrimination, harassment, or misuse of authority that undermines the dignity, self-esteem, and respect of any employee, seconded staff member, contractor, supplier or volunteer.

JIBC considers discrimination, harassment, or misuse of authority by any individual to be a serious breach of policy that requires immediate action. Such action may include disciplinary measures up to and including dismissal or expulsion.

An employee who is concerned about potential harassment of any kind should refer to the [JIBC’s Harassment Policy and Procedures](#) or consult with a Harassment Advisor.

Allegations of harassment of any kind should immediately be brought to the attention of Human Resources.

23 Interpersonal Conflicts

When people are working together, interpersonal conflicts may arise. Employees are encouraged to discuss any issues, problems, or complaints in person with the individual(s) involved.

If an employee is uncomfortable doing this, for whatever reason, he/she is encouraged to discuss the matter with his/her division Director, Human Resources, a member of the Fair Comparison Committee, or a Harassment Advisor.

Failing a mutually agreed upon resolution of the conflict, an employee may submit the matter in writing to Human Resources. The employee also has the option of submitting a complaint under the Personal Harassment clause of JIBC’s [Harassment Policy and Procedure](#) .

Human Resources will take the necessary steps to resolve the matter expeditiously and determine any necessary action or follow up to help avoid and/or manage the potential for further conflict, including the potential involvement of an external facilitator/mediator.

SECTION 8 - RESIGNATION, RETIREMENT AND TERMINATION

24 Resignation

24.1 Procedures and Notice Period

An employee must submit his/her resignation in writing to his/her immediate supervisor, with copies delivered in person to his/her division Director and Human Resources.

A minimum of two (2) weeks written notice should be given although as much notice as possible is preferred in order to plan for replacement of the individual and a smooth transition to the new incumbent.

Directors are required to provide a minimum of four (4) weeks written notice.

JIBC may accept the notice period provided by an employee and not require the employee to report to work during the notice period.

24.2 Exit Interviews

All employees who resign are offered the opportunity to schedule an exit interview with the Director, Human Resources or another member of the Human Resources department. All information provided is held in strict confidence and used only on a general basis to identify needs for improvement at JIBC.

25 Retirement

25.1 Retirement Planning

The College & Institute Pension Plan provides regular seminars for employees and their spouses regarding planning retirement. Information is sent to employees by Human Resources or can be accessed from the Plan's website at www.pensionsbc.ca

25.2 Impact on Pension of Retiring after Age 65

If an employee chooses not to retire at age 65, he/she may defer receiving his/her pension in accordance with the rules of the [Pension Corporation](#). The pension must start no later than January 1st of the year following the year that the employee reaches age 69. The employee may continue to work, however he/she must complete the required retirement information and start collecting his/her pension.

Pension contributions can be made up to December 31st of the year that the employee turns 69, and/or until a cumulative total of 35 years of pensionable service is reached. The employee may then continue working and collect a pension at the same time.

Employees who wish to work past the above limits should review the relevant information on the Pension Corporation website, as well as the Re-Employment of [Retired Member Declaration Form](#) which must be completed if the retired employee returns to work with the same employer.

25.3 Other Information

If you are planning to retire or have questions relating to retirement and pensions, please contact Human Resources.

26 Termination Without Cause**26.1 Regular Employees**

JIBC may terminate the employment of a full time regular or part time regular employee for any reason without cause by providing thirty (30) calendar days' notice in writing or payment in lieu of notice. At the discretion of the division Director and the Director, Human Resources the employee may be given the option of not reporting for work during the notice period.

Following completion of the notice period, a full time regular or part time regular employee will receive severance pay of one (1) month's regular salary for each continuous year of employment, up to a maximum of nine (9) months' regular salary.

A partial year of employment of six (6) months or greater will be deemed a completed year for the purposes of calculating continuous years of employment at the date of termination.

Severance pay will be paid in a lump sum to the employee on the first payroll following the date of termination of employment. Such payment will be made by direct deposit to the employee's financial institution unless instructed otherwise in writing by the employee at least five (5) days prior to the payment date.

26.2 Term Employees

JIBC may terminate the employment of a full time term employee or part time term employee by providing a minimum of thirty (30) calendar days' notice in writing for each year of employment up to a maximum of ninety (90) calendar days' notice, or payment in lieu of notice

Term employees are not eligible for severance pay.

26.3 LOA Term Employees

JIBC may terminate the employment of a full time LOA term employee or part time LOA term employee by providing a minimum of thirty (30) calendar days' notice in writing of completion of the LOA term. The division Director will work with the client organization to ensure a smooth transition of employment back to the employee's former employer.

27 Termination For Cause

JIBC may terminate the employment of a full time regular, full time term, full time LOA term, part time regular, part time term or part time LOA term employee for cause at any time and without notice or payment in lieu of notice.

Notification of termination for cause will be given in writing and will outline the reasons for the termination.

28 Layoff

If a position is to be phased out, or if there is a material change of duties or responsibilities that results in reclassification at a lower salary range, the following provisions will apply:

- (a) The affected employee will be given a minimum of thirty (30) calendar days' notice of elimination of or change to his/her position;
- (b) If the position is to be eliminated, this notice period will be deemed to be the notice period in **26.1** above and the employee's employment with JIBC will be terminated effective the completion of the notice period; the employee will receive severance pay in accordance with **26.1** above;
- (c) If the position is to be materially changed resulting in a lower level classification, the employee will have the option to remain employed by JIBC in the lower level position at his/her current salary and will continue to receive general wage increases;
- (d) If the employee does not wish to take the option to remain employed by JIBC in the lower level position, he/she will receive notice and severance pay in accordance with **26.1** above.

29 Abandonment of Position

If an employee does not report for work for ten (10) consecutive working days and maintains no contact with JIBC, he/she will be considered to have abandoned his/her position.

A letter stating this will be sent by courier or registered mail to the employee's home. The employee will be given the opportunity to rebut this assumption in writing within two (2) days of delivery of the letter, indicating proof of reasonable grounds for not advising JIBC of his/her absence.

Should no response be received, the abandonment date will be confirmed as the first date on which the employee did not report to work and will be considered the last date of employment for purposes of calculating pay and benefits coverage. Any monies paid but not owed to the employee since that date will be recovered by JIBC, together with any other monies owed to JIBC by the employee. JIBC reserves the right to take legal action to recover such monies if necessary.

30 Administrative Procedures for Leaving JIBC

On leaving employment with JIBC for whatever reason, an employee is responsible for returning all keys, facility access cards, laptops, cell phones, credit cards and any other items belonging to JIBC, including computer files, documents, notes, work product, or other intellectual property of JIBC.

The final pay will include all monies owing to the employee up to and including the last date of employment, including unused earned vacation and unused pro-rated Personal Days. Any monies owed to JIBC by the employee, including any vacation and Personal Days that have been used in excess of the earned and pro-rated amounts will be deducted from the final pay.

A Record of Employment will be sent to the employee within seven (7) days of the last date of employment.

31 References

Human Resources will provide references by telephone or in writing to a prospective employer that state the duration of employment with JIBC, the position(s) held, and confirm duties of the position. Human Resources will not provide any references relating to a former employee's performance at JIBC.

A departing employee may request a specific reference from his/her immediate supervisor or Director or other relevant referee. Such references will only be provided verbally in response to a request from a prospective employer. In advance of the communication from the prospective employer the employee must advise the respective referee in writing, including providing permission to disclose any personal information that the prospective employer may be specifically seeking.

APPENDIX A



Fair Comparison Group

CONSTITUTION

BYLAWS

Adopted at Fair Comparison Group Annual General Meeting
September 15, 2004

CONSTITUTION

The name of the organization is:

Justice Institute of British Columbia Fair Comparison Group.

The purposes of the Fair Comparison Group (“the Group”) are:

- ◆ To provide a medium for the establishment of salaries, benefits and other terms and conditions of employment, through comparison with other colleges and institutes in B.C.
- ◆ To promote active participation within the Group.

BYLAWS

Part 1 -- Interpretation

1. In these bylaws, unless the context otherwise requires,
 - (a) "Fair Comparison Committee" or "the Committee" refers to the elected and appointed representatives of the Fair Comparison Group, as identified in Part 5, Paragraph 2;
 - (b) "Fair Comparison Group" or "the Group" refers to the general membership of the Fair Comparison Group as identified in Part 2, Paragraph 1;
 - (c) "JIBC" means Justice Institute of British Columbia; and
 - (d) "Member" refers to an individual member of the Fair Comparison Group as identified in Part 2, Paragraph 1.

Part 2 -- Membership

1. Members of the Fair Comparison Group comprise all managerial staff, BCGEU excluded administrative staff, and faculty members who are employees of JIBC (excluding the President, Vice Presidents, the Executive Assistant and sessional instructors).
2. Every Member will support the constitution and comply with these bylaws.
3. Fees will be reviewed and established at each Annual General Meeting (AGM).
4. Membership fees may be collected through payroll deduction.

Part 3 -- Meetings of Members

1. The Group will hold one Annual General Meeting (AGM) by September 30 of each year.
2. For an AGM to be valid, a quorum must be in attendance, whether in person or by written proxy.
3. For the purpose of conducting the business of the Group a quorum will be defined as one-third of the membership in person or by written proxy.
4. The Committee may, when it thinks fit, convene an extraordinary general meeting.

Part 4 -- Proceedings at General Meetings

1. The Committee chair or the Committee chair's designate shall preside as chair at a general meeting.
2. No voting decisions will take place unless a quorum is present.
3. All Members present at a meeting in person or by proxy are entitled to one vote by show of hands or, at the request of a Member, by ballot.
4. A proxy must be in writing; such proxy may include voting intentions on specific motions provided to the Members prior to the meeting.
5. A vote will be considered passed if 50% + 1 members of the quorum vote in favour of it.

Part 5 -- Fair Comparison Committee

1. The purposes of the Fair Comparison Committee are:
 - (a) To act as liaison between the President and the Group on employment related matters;
 - (b) To provide advisory assistance to Members on matters related to their terms and conditions of employment;
 - (c) To research and make recommendations with regard to proposed changes to the terms and conditions of employment for the Group;
 - (d) To assure new Members are informed of the purposes of the Group; and
 - (e) To act as a conduit to the Group on administrative matters and/or for dissemination of relevant information.
2. The make-up of the Committee shall be as follows:
 - (a) Appointed Members:
One (1) JIBC Management Committee member appointed by JIBC Management Committee.

Director, Human Resources (non-voting, advisory position).
 - (b) **Elected Members**

Six (6) Members (including the past chair).

3. The Committee may exercise all the powers and do all the acts and things that the Group may exercise and do, and which are not by these bylaws lawfully directed or required to be exercised or done by the Group in general meeting, but subject, nevertheless, to
 - (a) these bylaws; and
 - (b) rules not being inconsistent with these bylaws, which are made from time-to-time by the Group in general meeting.
4. No resolution made by the Group in general meeting invalidates a prior act of the Committee that would have been valid if that rule had not been made.
5. Each elected Committee member shall serve a two (2) year term. At the end of the two (2) year term the Committee member can stand for re-election. No elected member shall serve for more than four (4) consecutive years, subject to Part 5, Paragraph 6.
6. The Committee chair is appointed by the Committee members from the elected representatives for a one-year term. The Committee chair can be re-appointed for a maximum of four one-year terms. At the end of his/her term, the chair shall serve an additional year as past chair.
7. An election may be by acclamation; otherwise it shall be by a show of hands representing all Members present at a meeting in person or by proxy or, at the request of a Member, by ballot.
8.
 - (a) The Committee may at any time and from time to time appoint a Member as a Committee member to fill a vacancy on the Committee.
 - (b) If a Committee member resigns office or otherwise ceases to hold office, the remaining Committee members shall appoint a Member to take the place of the former Committee member.
 - (c) A Committee member so appointed holds office only until the conclusion of the next following annual general meeting of the Group, but is eligible for re-election at the meeting.
 - (d) No act or proceeding of the Committee is invalid only by reason of there being less than the prescribed numbers of Committee members in office.
9. No Committee member shall be remunerated for being or acting as a Committee member.

Part 6 -- Proceedings of the Committee

1. The Fair Comparison Committee will hold a minimum of four (4) meetings per year.
2. A Committee member may at any time convene a meeting of the Committee.
3. The Committee may meet at any location fit to dispatch business, adjourn and otherwise regulate its meetings and proceedings.
4. A quorum of the Committee shall be two (2) elected members and one (1) appointed member of the Committee.
5. If the chair is not present, the Committee, if a quorum is present, may select one of their number to preside as chair of the meeting.
6. (a) The Committee may create subcommittees consisting of Members and/or Committee members as it sees fit.

(b) All subcommittees formed shall have written terms of reference, approved by the Committee, which will include the duration for the existence of the subcommittee.

(c) A subcommittee shall identify a chair for its meetings and shall meet as necessary within the terms of reference for the subcommittee.
7. A resolution, in writing, signed by all the Committee members and placed in the minutes of the Committee is as valid and effective as if regularly passed at a meeting of the Committee.
8. All decisions of the Committee shall be in writing and appear in the minutes of the Committee.

Part 7 -- Duties of Chair

1. The Committee chair shall preside at all meetings of the Group and of the Committee.
2. At each meeting a recording secretary shall be chosen to record minutes of the meeting and distribute them to the Committee and/or Group, as appropriate.

Part 8 -- Notices to Members

1. Written notice of meetings shall be distributed to the Members, at least ten (10) business days in advance of the meeting.

2. (a) Notice of a general meeting shall specify the place, day and hour of the meeting and, in the case of special business, the general nature of that business.

- (b) The accidental omission to give notice of a meeting to, or the non-receipt of notice by, any of the Members entitled to receive notice does not invalidate proceedings at a meeting.

Part 9 -- Bylaws

1. On becoming a Member in the Fair Comparison Group, each Member shall receive a copy of the Constitution and Bylaws of the Group.

2. The Constitution and Bylaws shall not be altered or added to except by resolution voted on by the membership of the Fair Comparison Group.