

 CAPILANO UNIVERSITY		POLICY	
Policy No.	Officer Responsible		
B.503	President		
Policy Name			
Administrators – Conditions of Employment			
Approved by	Replaces	Category	Next Review
Board			July 2023
Date Issued	Date Revised	Related Policies, Reference	
June 15, 2010	July 7, 2020	B.501 Appointment of Personnel, B.504 Exempt Employees Conditions of Employment, B.507 Term Defined Administrators , B.509 Administrator Compensation	

1. PURPOSE

- 1.1. This Policy establishes the policy of the Capilano University Board with respect to conditions of employment of regular administrators of the University, except those administrators where an individual contract of employment is entered into between the University and the administrator. The terms, as they may be amended from time to time, constitute part of the contractual agreement between the University and the Administrators who are covered by the Policy. This Policy renders null and void any previous memorandum of understanding. This Policy takes effect on the date of its adoption by the Board.

2. SCOPE

- 2.1. This Policy shall be applicable to administrative positions which are appointed by the President according to Policy B.501. The current list of such positions and their classification will be maintained by the Human Resources Department of the University and made available on request.
- 2.2. The Board may determine that this Policy applies to positions in addition to those set forth in clause 2.1 and may create new positions and determine that this Policy applies to such new positions.

3. APPOINTMENT AND EVALUATION

- 3.1. Upon the appointment of an Administrator by the University, the Administrator shall complete a probationary period.
- 3.2. The probationary period shall be that period agreed to by the University and the Administrator at the time of appointment, but shall usually be for 12 months.

- 3.3. During the probationary period, the performance of each Administrator shall be evaluated in writing by their Supervisor on at least two occasions, the first not later than six months from commencement and the second not later than 12 months from commencement.
- 3.4. The evaluations described in 3.3 shall relate to the responsibilities assigned to the Administrator and more generally to the Administrator's managerial performance. The evaluation shall, among other things, identify strengths and areas where improvement is needed.
- 3.5. During the probationary period, an Administrator may be terminated on 90 days' notice, pay in lieu of such notice or a combination of both, at any time by the University, irrespective of the timing or content of the evaluations, if any. Such notice would not apply to "for cause" termination.
- 3.6. An extension to the probationary period may be offered to an Administrator if the University judges that additional time is required to evaluate the performance of the Administrator.
- 3.7. Following their probationary period, each Administrator shall receive from their Supervisor, at least annually, one written evaluation of performance, which evaluation shall be comparable to the evaluations described in 3.4 above.
- 3.8. Although appointments will normally be made from the names submitted by a Search Committee, the University may appoint any applicant whose name has been placed before the Search Committee (subject, where applicable, to Article 11.2 of the Faculty Collective Agreement).

4. TERMINATION OR SUSPENSION OF ADMINISTRATOR

- 4.1. The President may terminate the appointment of an Administrator without cause upon one months' notice for each complete year of service, calculated from the commencement of the probationary period, up to a maximum notice period of 18 months and subject to a minimum of three months. Employees whose service prior to January 8, 2021, entitled them to a higher notice period shall be red-circled at that entitlement.
- 4.2. The University may elect to pay severance pay to an Administrator in lieu of notice, in which case the amount payable shall be calculated by multiplying the number of months' notice to which the Administrator is entitled under 4.1 above by the Administrator's monthly salary at the date of payment less required deductions.
- 4.3. Notwithstanding 4.2 above, the University may elect to provide an Administrator with a combination of notice and severance pay, or it may offer the Administrator the same election, the maximum entitlement being based on the provision of 4.1 above and the severance pay portion being calculated by the formula in 4.2 above.

- 4.4. If the University terminates the employment of an Administrator without cause it will provide outplacement counselling to the Administrator to a maximum period of three months. Such counselling will be at no cost to the Administrator.
- 4.5. An Administrator may resign at any time on giving the University six weeks' written notice. Notice of less than six weeks' may be agreed to by the University.
- 4.6. The President may terminate the appointment of an Administrator for cause without notice at any time.
- 4.7. Where circumstances warrant, the President may suspend the services of an Administrator with or without pay. In such instances, the President shall provide the rationale for the decision in writing to both the Administrator and the Board. Administrators may, within seven days of notice of such suspension, request an appearance before the Board to appeal the decision of the President pursuant to section 60 of the *University Act*.

5. SALARIES, MODIFICATIONS AND TERMINATION OF POSITION

- 5.1. The Board shall establish an Administrator's Salary Scale based on benchmarked data from the Post-Secondary Employers Association (PSEA) which includes provisions for an adequate range and spread of salary rates to reflect base, control and above standard rates. Administrative positions will be evaluated and placed on the Administrative Salary Scale in conformity with Board Policy B.509.
- 5.2. If any governmental law or regulation in force at any time prohibits the payment of any amount that would otherwise be payable pursuant to the Salary Scale or pursuant to any other provision of this Policy, the University shall pay only the amount legally permitted and on the termination of the governmental prohibition, the University shall not be obliged to pay to any Administrator or any other person any of the money which it would have paid but for the prohibition.
- 5.3. On appointment, each Administrator shall be placed within the salary range of the position concerned, as determined by the University.
- 5.4. Progression from the range base to the established control rate will be based on job proficiency and performance. The established control rate is the rate paid for standard performance. Administrators shall progress along the salary range based upon an annual performance evaluation, subject to budget plans and availability and Government direction where applicable, until the control rate for the position has been reached.

Progression beyond the established control rate is reserved for above standard performance and is considered performance based compensation and shall be limited for the few who truly exceed measurable performance standards. The maximum amount possible above standard will vary between 105% and 115% of the job rate depending on the nature of the role.

At its discretion, the University may pay a premium differential of up to 15% of bargaining unit top of scale to address compression issues between an Administrator and their directly supervised bargaining unit members.

- 5.5. The University reserves the right to reclassify the existing positions, to phase out a position or to modify a position by changing the class specifications, including assignment of new and different duties, and deletion of old duties.

Requests for reclassification may originate with the University, the Administrator, or the supervisor of the Administrator.

- 5.6. If a position is reclassified under Article 5.5, salary scale placement for the reclassified position shall be determined by the University.

- 5.7. If a position is reclassified to a higher salary scale, the incumbent shall be placed on that scale such that there is no loss of annual earnings, or such that there is an increase as deemed appropriate.

- 5.8. If a position is to be phased out or there is a material change of duties or responsibilities, or if the position is reclassified at a lower salary range, the following provisions will apply:

- (a) the University will give to the Administrator as much notice as possible of such phasing out or modification of position and, in any event, at least as much notice as is provided in 4.1 above;

- (b) if the result of the phasing out or modification is that the Administrator is placed in a lower salary scale, the salary and benefits applying at the time notice was provided shall be maintained until the salary and benefits for the new position move up to the levels of the position held at the time of the notice;

- (c) the University will make every effort to relocate/reassign an adversely affected Administrator within the University.

- 5.9. If the Administrator does not wish to remain an employee of the University in accordance with the above provisions, the Administrator may resign from the University under Article 4.5 and serve out the required notice period at their existing salary and benefit level, including any increase in salary or benefits which may occur during the notice period.

If the University wishes to reduce or eliminate such period of service, it may elect to provide the Administrator with:

- (a) severance pay in lieu of notice, calculated in accordance with 4.2 above,

or

- (b) a combination of notice and severance pay as described in 4.3 above.

5.10. Acting In Addition to Regular Position

When an Administrator serves in an acting position at a higher or comparable level, as well as retaining their regular position for a period in excess of eight weeks, such Administrator shall be remunerated at 110% of their current rate, for the duration of the acting period; when an Administrator serves in an acting position for less than eight weeks, there shall be no such remuneration.

5.11. Substitution In-lieu of Regular Position

When an Administrator is appointed to substitute for a period in excess of eight weeks, for a position, other than President, that is compensated at a higher pay band in the administrator salary structure, they shall be placed at the greater of the base of the range of the new position or 110% of their current rate, for the duration of the substitution period.

As the President's compensation falls outside the administrator salary structure, an Administrator substituting in that role shall be remunerated at the greater of 110% of their current rate or the control point of grade 19. Such remuneration shall only apply where the period of substitution is to be in excess of twelve weeks.

6. VACATION

- 6.1. The basic annual vacation entitlement for each Administrator is five weeks.
- 6.2. Administrators who have held administrative positions at the University for three years or more (inclusive of probationary period) are entitled to one additional week of annual vacation.
- 6.3. It is expected that vacation entitlement will be used in the year in which it is earned. Where this is not possible the following will be allowed:
 - a) Up to 10 vacation days may be carried forward for use in the immediately following employment year. Any additional days carried forward must have the express approval of the President.
 - b) Upon approval of the President, any vacation days which are not used during the immediately following employment year for which the unused vacation is attributable, may be paid out. (For example, vacation earned in 2018 that was not used in 2018/2019, could be paid out in 2020)
 - c) The above does not apply to an Administrator's vacation bank accumulated before December 31, 2002.

6.4. The vacation year shall commence on January 1 of each calendar year.

7. LEAVE

Unpaid, Professional and General Leave

- 7.1. Leaves of absence with pay may be granted by the President for professional development where, in the opinion of the President, it is of benefit to the University. Such leaves may necessitate service commitments upon return as determined by the University at its discretion.
- 7.2. Leaves of absence without pay may be granted at the discretion of the President. During a leave of absence without pay for a period longer than four weeks, the Administrator shall be responsible for paying the full cost of all benefits, notwithstanding the provisions for payment by the University set out in section 9. Vacation does not accrue during unpaid leaves.
- 7.3. At its option, the University from time to time may recognize exceptional service by granting the Administrator paid leave or additional paid vacation time.
- 7.4. The University will make an annual commitment to fund Administrator professional development. This professional development fund will be administered by the President (or designate), including when, and how, it should be expended.
- 7.5. For leaves of absence for Bereavement and Critical Care Leave and Family Responsibility Leave the local Faculty Agreement will apply at Articles 10.5.2 and 10.5.3.

Parental Leave

- 7.6. An Administrator will be granted an unpaid leave of absence for maternity and/or parental reasons related to the birth or adoption of their child. Any absence granted under this Policy will not exceed seventy-eight (78) consecutive weeks for the birth mother or sixty-two (62) consecutive weeks for the biological, adoptive or legally recognized parent.
- 7.7. Maternity Leave may begin at any time chosen by the Administrator. Maternity Leave may commence thirteen weeks preceding the expected birth and no later than the birth of the child. Parental leave may commence within seventy-eight weeks of the expected delivery date or date of adoption. The Administrator shall notify their manager of the start date and leave duration dates no later than thirty (30) days before the leave start date.
- 7.8. The University will continue to pay benefit premiums for an Administrator during the leave period outlined in 7.7 above. Administrators on a parental leave in excess of this period must pay benefit premiums.
- 7.9. When on maternity or parental leave, an Administrator will receive a supplemental payment added to Employment Insurance benefits as follows:

- (a) For the first week of maternity leave an Administrator shall receive one hundred percent (100%) of their salary calculated on their average base salary.
- (b) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Maternity Employment Insurance benefits and ninety-five percent (95%) of their salary calculated on her average base salary.
- (c) For up to a maximum of thirty-five (35) weeks of parental leave, the biological, adoptive or legally recognized parent shall receive an amount equal to the difference between the Standard Parental Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on her average base salary.
- (d) If the biological, adoptive or legally recognized parent elects the Extended Parental Employment Insurance Benefit, for a maximum of sixty-one (61) weeks, the parent shall receive the same total SEB benefit amount received under article 7.11(c) when the employees opts for the thirty-five (35) week EI benefit, spread out and paid over the sixty-one (61) week period.
- (e) Provided that the employee received SEB as per article 7.11(a), (b), (c) or (d), for the last week of the parental leave, where no EI benefit is paid, the employee shall receive one hundred percent (100%) of their salary calculated on their average base salary.
- (f) The average base salary for the purpose of Article 7.11(a) through (e) is the Administrator's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the Administrator has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

An Administrator is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the Administrator shall provide the University with proof of application for and receipt of Employment Insurance benefits.

- 7.12 Receipt of the supplemental payment noted in 7.11 is conditional upon the Administrator remaining in the employ of the University for a period of the longer of six (6) months or equivalent to the leave taken, after their return to work. Failure to do will result in reimbursement of the benefit on a pro-rata basis.

Sick Leave

- 7.13 Entitlement to sick leave with pay shall commence with appointment and shall be thirty (30) calendar days per illness.

- 7.14 After thirty (30) days of continuous illness, as applicable, application shall be made for Disability benefits.

8. HEALTH RELATED BENEFITS

8.1. Administrators are covered by a “core plus options” benefits plan which includes Basic Medical, Extended Health, Group Life Insurance, and Accidental Death and Disablement. The University shall pay all premiums for this coverage.

8.2. Administrators are covered by a Disability Plan. The University shall pay all premiums for this coverage.

8.3. College Pension Plan

The University offers subscription to the College Pension Plan as per the prevailing regulations of the *Public Sector Pension Plans Act*.

9. CAPILANO UNIVERSITY COURSES

9.1. Credit Courses

Any Administrator with an employment status of twenty (20) or more hours per week may register for unlimited Capilano University credit courses without payment of tuition fees and registration fees. Registration is subject to normal course entry prerequisites.

9.2. Continuing Education Courses

Any Administrator and their current spouse and children may register for a total of three (3) Capilano University continuing education courses (credit free) in any calendar year without payment of tuition fees. In the case of continuing education courses (credit free) the Administrator shall be entitled to the waiver only after the minimum enrolment has been met by fee payers. There shall be no waiver for non-tuition costs such as travel costs for field trips, excursions, and tours. Executive Education courses are not eligible for fee-waiver.

9.3. Cost Recoverable/Non-base Funded Courses

In the case of credit courses that are offered on a cost recoverable basis (i.e. non-base funded courses), only the amount of tuition equivalent to the fees for a regular base funded credit course shall be waived; any additional tuition costs must be paid by the Administrator.

9.4. Time of Course

Such courses shall be taken outside the Administrator's normal working hours. If such courses are only offered during regular working hours, permission shall be obtained from the Administrator's supervisor to enable course attendance provided that arrangements satisfy the making up of time absent at no cost to the University.

9.5. Commencement and Completion

All courses taken must commence and end within the duration of an Administrator's employment status. If an Administrator ceases to be employed by the University before completion of a course, they may be required to pay the tuition fees for the course.

10. LEGAL INDEMNIFICATION

The University shall:

- 10.1. Exempt and save harmless each Administrator (or the estate of the Administrator) from any liability action arising from the proper performance of their duties for the University, and
- 10.2. Exempt and save harmless each retired Administrator (or the estate of the retired Administrator) from any liability action arising from the proper performance of their duties for the University prior to their retirement, and
- 10.3. Assume all costs, legal fees and other expenses arising from any such action.
- 10.4. Consult with the Administrator concerning the selection of legal counsel.

11. ADMENDMENT

- 11.1. This Policy may be amended from time to time by the Board in its discretion, but such amendments will not be made capriciously and will be made only after consultation with the Administrators.

12. CHANGES

- 12.1. Changes to this Policy are effective January 8, 2021 unless otherwise noted.