

	Policy No.	Officer Responsible		
	<b>B.508</b>	<b>Board of Governors</b>		
	Policy Name			
	<b>Term Defined Exempt Employee Policy</b>			
Approved by	Replaces	Category	Next Review	
<b>Board</b>	<b>NEW</b>	<b>A</b>	<b>September 2018</b>	
Date Issued	Date Revised	Related Policies, Reference		
<b>September 22, 2015</b>		<b>Policy B.504</b>		

## 1. PURPOSE

This Policy establishes the policy of Capilano University with respect to conditions of employment for exempt employees hired for a definite term; i.e., for a period with a specified start date and end date.

These conditions of employment, as they may be amended from time to time, constitute part of the contractual agreement between the University and the exempt employees who are covered by this Policy. This Policy supersedes and renders null and void any previous policies or memoranda of understanding pertaining to exempt employees with definite term appointments. This Policy takes effect on the date of its adoption by the Board.

## 2. SCOPE

- 2.1** This Policy shall be applicable to exempt employees who are hired by the University for a definite term.

## 3. APPOINTMENT AND EVALUATION

- 3.1** The appointment letter or employment contract for an exempt employee hired for a definite term shall specify the start date and end date of the term of employment.
- 3.2** Any extension to a definite term appointment must be recorded in writing, and signed by the employee and an authorized representative of the University before the expiry date of the term.
- 3.3** The exempt employee shall be required to complete a probationary period, unless probation is expressly waived by the University in the appointment letter or employment contract.
- 3.4** The probationary period shall commence on the start date of the term of employment. Unless the University determines otherwise, the probationary period shall be half the length of the term, or twelve (12) months, whichever is shorter.
- 3.5** During the probationary period, the performance of the exempt employee shall be evaluated in writing by the employee's supervisor on at least two occasions. Such evaluations shall relate to the responsibilities assigned to the exempt employee and shall, among other things, identify strengths and any areas where improvement is needed.
- 3.6** The probationary period may be extended if the University determines that additional time is required to evaluate the performance of the exempt employee.

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#### 4. TERMINATION OF EMPLOYMENT

- 4.1** The employment of an exempt employee who is hired for a definite term shall terminate on the expiry of the term of appointment. No severance compensation or pay in lieu of notice shall be provided to the employee in connection with such termination.
- 4.2** The University may terminate the employment of an exempt employee who is hired for a definite term before the expiry of the employee’s term of appointment:
- a. for cause, without any notice, pay in lieu of notice or severance compensation; or
  - b. without cause and without further obligation, by providing the employee with the following notice of termination, or severance compensation in lieu of notice:
    - i. if the employee has not yet completed probation, 14 days’ notice or severance compensation, regardless of the existence or content of any performance evaluations; or
    - ii. if the employee has completed probation, 14 days’ notice or severance compensation, or the amount of notice or severance compensation that is required by the *BC Employment Standards Act*, whichever is greater.
- 4.3** Notwithstanding paragraph 4.2 (b) above, the amount of notice or severance compensation that the University is required to provide to an exempt employee whose employment is terminated without cause shall not exceed the period of time remaining in the employee’s definite term appointment.
- 4.4** An exempt employee who is hired for a definite term may resign before the expiry of the employee’s term of appointment, by giving the University two (2) weeks’ notice in writing.
- 4.5** If a Capilano University employee was granted a temporary leave of absence from a faculty or staff position to accept an exempt appointment for a definite term, the employee shall have the right to return to his/her previous faculty or staff status on expiry or termination of the exempt appointment, unless the exempt appointment was terminated for cause.

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**5. VACATION**

**5.1** The vacation entitlement for an exempt employee who is hired for a definite term shall be calculated on the basis of four (4) weeks per annum, prorated for partial year(s) of service.

**6. BENEFITS**

**6.1** Subject to paragraph 6.2, an exempt employee who occupies a definite term position is entitled to medical, extended health, and dental benefits under the University’s group benefit plan for exempt employees, at the default level of coverage. The University shall pay all premiums or costs for this coverage.

**6.2** An exempt employee who is granted a temporary leave of absence from a faculty or staff position to accept an exempt appointment for a definite term, will continue to receive the benefit coverage provided under the collective agreement applicable to the employee’s faculty or staff position.

**7. PENSION**

**7.1** Subject to paragraph 7.2, an exempt employee who occupies a definite term position shall participate in the pension plan applicable to the University’s exempt employees.

**7.2** An exempt employee who is granted a temporary leave of absence from a faculty or staff position to accept an exempt appointment for a definite term, will continue to participate in the pension plan applicable to the employee’s faculty or staff position.

**8. SICK LEAVE**

**8.1** Subject to paragraph 8.2, paid sick leave entitlement for an exempt employee who is hired for a definite term shall be calculated on the basis of ten (10) sick days per annum, prorated for partial year(s) of service.

**8.2** An exempt employee who is granted a temporary leave of absence from a faculty or staff position to accept an exempt appointment for a definite term, will continue to be entitled to paid sick leave as provided under the collective agreement applicable to the employee’s faculty or staff position.

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## 9. LEGAL INDEMNIFICATION

9.1 The University shall do the following in connection with an exempt employee who is hired for a definite term:

- a. indemnify and save harmless the employee (or the estate of the employee) from any action or liability arising from the proper performance of his/her duties for the University, and
- b. exempt and save harmless a retired employee (or the estate of the retired employee) from any action or liability arising from the proper performance of his/her duties for the University prior to his/her retirement.

9.2 The University shall not indemnify or save harmless the employee in connection with any action, claim or proceeding brought as a result of the employee's breach of this Agreement or duty owed to the University, or for any fines imposed or legal fees incurred as a result of a charge, prosecution and/or conviction pertaining to an offence under Federal or Provincial law.

9.3 The University shall retain and instruct counsel to represent employees who are entitled to be indemnified under paragraph 9.1 above. The University shall consult with the employee concerning the selection of legal counsel.

## 10. AMENDMENT

10.1 This Policy may be amended from time to time by resolution of the Board.