

TERMS OF EMPLOYMENT FOR ADMINISTRATORS

1. PREAMBLE

The Terms of Employment between the Administrators and Langara College (hereinafter called “the College”) are contained in this document. Administrators and the College are bound by these terms which may be amended and varied from time to time through a consultative process between the President or delegate and designated representatives of the Langara College Administrators’ Association (LCAA).

Administrators are responsible for advising the President through their normal reporting relationship, and for implementing College policies. Together, the President and Administrators constitute a team responsible for ensuring the effective and efficient operation of the College. Administrators show strong identification with the College and their colleagues, demonstrate positive attitudes when implementing their administrative functions, and have a commitment to the vision, mission and goals of the College.

The Terms of Employment for Administrators are established through an open exchange with the College, to provide benefits and conditions of employment for Administrators.

All Administrators are expected to abide by the policies and procedures of the College, which can be found on the College website.

2. DEFINITIONS

The following definitions shall apply in this Terms of Employment:

- a) Permanent Administrator: an employee appointed to a full-time or part-time position with an indefinite term.
- b) Term Administrator: an employee hired into a definite term position.
- c) PSEA: Post-Secondary Employers' Association.
- d) PSEC: Public Sector Employers' Council Secretariat.
- e) Service: Total time accumulated on all base paid hours and is not limited to service in an Administrator position.
- f) Service Related Benefits: Benefits that are based on the accumulation of base paid hours.
- g) Spouse: The Administrator's spouse by legal marriage, or the Administrator's partner who is eligible to be qualified as a spouse by being publicly represented as the Administrator's spouse, and has continuously been so represented for at least the previous twelve (12) months (common-law spouse). The term spouse shall mean a person of the same or opposite sex.
- h) Working Notice: The portion of the notice period in which the Administrator continues working.

3. LANGARA COLLEGE ADMINISTRATORS' ASSOCIATION (LCAA)

Regular communications between the College and the LCAA is fundamental to the effective operation of the institution. Administrators normally meet as a group to promote excellence in performance, to enhance their own development, and to provide a vehicle for dialogue with the President on college-wide issues. Membership in the LCAA is voluntary.

4. APPOINTMENT

Appointment of Administrators is made in accordance with the by-laws, rules and regulations established by the College Board. The President, or delegate, appoints Administrators.

The appointment of Term Administrators shall specify the commencement and termination date of employment. Term Administrators will retain such status until they are appointed to a permanent position. Term appointments shall normally not exceed a total of five (5) years.

5. ORIENTATION

Administrators' orientation provides a solid framework by providing basic information about the College that can then allow the Administrators to become productive as soon as possible.

6. PROBATION PERIOD

Administrators shall serve a probationary period of one year.

The probationary period provides the College with time to assess the suitability of the probationary appointee. Within one month of being hired, an Administrator and their supervisor will complete a written document outlining expectations and goals.

The President or delegate shall confirm satisfactory completion of the probationary period.

If the probationary appointee is unsuitable for continued employment, the appointment may be terminated at any time during the probationary period on thirty (30) days' notice, or pay in lieu thereof, and without further obligation on the part of the College.

7. PERFORMANCE PLANNING AND MANAGEMENT

In accordance with the PSEC and College's Compensation Philosophy, Administrators and their supervisors will engage in an annual performance and development review. Performance planning and management is an ongoing process and includes, but is not limited to, a two-way process of establishing individual expectations, goals and objectives, the provision of appropriate feedback, the process of continuous improvement, and the monitoring and documenting of accomplishments.

8. SALARY ADMINISTRATION (Merit based salary progression)

Salary administration is governed by the Excluded Compensation Sectoral Framework approved by, and in compliance with, PSEC guidelines.

The four guiding principles are:

1. Performance:

A key objective is to attract, motivate and retain talented employees who drive the College's success. The program is designed to support and promote a performance-based work culture that generates organizational growth, rewards and motivates employees to attain the College's longer term strategic goals, and encourages competency building and career development. Langara believes that employees who, at a minimum, "meet expectations" on a consistent basis should be rewarded with an incrementally higher base pay.

2. Differentiation:

Positions will be created and classified on an individual basis, and assigned an appropriate pay grade on the approved salary pay grid in accordance with PSEC guidelines. To ensure internal and external equity, Langara's compensation program will include a pay grade structure that

establishes differentials based on a number of factors including level of position, scope, complexity, accountability and service. Differentiation of salary is supported where there are differences in the scope of the position and/or due to superior individual or team contributions.

3. **Accountability:**

Langara's compensation program is designed to be fiscally responsible, consistent with the sector and in-line with PSEC guidelines. All compensation decisions will be based upon a clear and well documented business rationale that demonstrates the appropriate expenditure of public funds, and follows the appropriate process for submission, review and approval.

4. **Transparent:**

Langara will communicate openly about the strategic and academic directions of the College and the design and management of the compensation program. The compensation process is intended to be fair and transparent so that all employees, leaders and the public understand our philosophy, total compensation program and processes. Langara will work hard to administer the compensation program in a manner that is consistent and free from discrimination while protecting individual personal information.

Upon hire, Administrators will be placed on the appropriate salary range, not to exceed the control point, and will progress along the salary range based on their performance.

On an annual basis, the College will review an Administrator's performance to determine salary progression. Administrators, who meet or exceed performance expectations, may be eligible for a salary increase as established by PSEC, to the maximum of the salary range.

Administrators, who voluntarily transfer to a position at the same or higher classification level, will be placed on the new salary range, not to exceed the control point or their current rate of pay, whichever is greater.

Administrators, who voluntarily transfer to a position at a lower classification level, will be placed on the new salary range, not to exceed the maximum of the range.

In order to be eligible for salary progression, Administrators must have a minimum of 12 months' service.

9. RESPONSIBILITY PAY

When Administrators are formally requested to act in a senior capacity or perform additional duties outside of the scope of their role, they will be paid up to ten percent (10%) in addition to their normal rate of pay.

In an acting capacity, Administrators must be performing the full range of duties for a minimum of 6 weeks, in order to receive the additional acting pay.

10. RECLASSIFICATION

The College reserves the right to modify and reclassify positions. Requests for reclassification may originate with the College, the Administrator or their supervisor.

If the position is reclassified, the new classification shall be implemented retroactive to the date that the request was received by People Services.

If a position is reclassified to a higher salary range, the Administrators shall be placed on the new salary range, not to exceed the control point.

If the position is reclassified to a lower salary range, the College will give the Administrators salary protection in the new range. If the salary falls within the reclassified range, they will be eligible for salary progression, to the maximum of the range.

If the outcome of the evaluation is not acceptable to the party requesting the reclassification, they may request a re-evaluation in writing to the Vice-President, People Services, including the information that supports the request for the re-evaluation.

11. SIGNIFICANT CHANGE/ELIMINATION OF POSITION

If a position is to be eliminated or there is a significant and material change to duties and/or responsibilities, the College will provide the Administrator working notice in accordance with their length of service and common law principles.

The College will make every effort to reassign and, if necessary and where appropriate, retrain an adversely affected Administrator during this notice period.

In the event the College is unable to reassign or retrain the Administrator, or the Administrator does not wish to remain employed with the College, then the notice and/or severance provisions of Article 27 Terminations will apply.

12. RECOGNITION OF SERVICE FROM VANCOUVER COMMUNITY COLLEGE

Length of service is considered to be continuous for Administrators employed by Vancouver Community College (VCC) prior to April 1, 1994, and who transferred to Langara College on separation.

13. GENERAL AND STATUTORY HOLIDAYS

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

14. ANNUAL VACATION

Vacation time is recognized as an important benefit to ensure a healthy balance between work and personal life for all Administrators.

Administrators have an obligation to themselves and the College to use their annual vacation. Scheduling vacation leave should take into account the needs of the department and is to be arranged, by agreement, between you and your supervisor.

Administrators shall accrue vacation on base paid hours, prorated for part-time Administrators.

Permanent and Term (greater than six (6) months) Administrators are eligible for annual vacation entitlements as follows:

1st year of service to the 4th year of service, inclusive	25 days per annum (6.74 hours per bi-weekly pay period, or pro-rata if part-time)
During the 5th year of service and thereafter	30 days per annum (8.08 hours per bi-weekly pay period, or pro-rata if part-time)

Term (six (6) months or less) Administrators shall be entitled to receive vacation pay in lieu of time off in accordance with the BC Employment Standards Act.

a) Vacation Carry-over

Vacation must be taken by December 31st of the year in which it is earned. In exceptional circumstances, Administrators who are unable to take all of their accrued vacation due to significant operational needs may submit a special request to their immediate supervisor, to carry over unused vacation credits to be used in the year immediately following. At no time shall the carryover bank be in excess of Administrators' annual entitlement. Bill 66 prohibits the accumulation of unused vacation leave from year to year; any excess vacation balances over and above the carryover maximum as at December 31st, will be paid out. For Administrators with significant outstanding vacation, the College reserves the right to assign vacation days.

b) Call back from Vacation

If an Administrator's approved vacation is cancelled by the College, the College will compensate the Administrator for any reasonable receipted travel expenses incurred.

c) Vacation Accrual Balance

An Administrator's vacation balance will be reviewed upon termination of employment. Vacation earned but not yet taken will be paid out as part of the final pay. If the

Administrator's vacation is in a deficit position, i.e., more vacation days taken than earned, the amount of the "vacation loan" will be reimbursed from the Administrator's final pay.

15. LONG SERVICE DAYS BENEFIT

Administrators, with the exception of Term Administrators, are entitled to receive a long service credit of three (3) days per complete year of employment (pro-rated for part-time Administrators) which will normally be paid upon retirement or resignation. Administrators may however request to take the accrual as paid leave or payout after completion of one (1) of more years of service. No request shall be made more frequently than annually.

16. SICK LEAVE

An Administrator will accrue sick credits, based on paid hours, at the rate of 5.39 hours per bi-weekly pay period, up to 140 hours (20 days) per annum or pro-rata if part-time. There is no pay out of unused sick leave credits on termination of employment.

Term (six (6) months or less) Administrators are not eligible to accrue sick leave credits.

17. LEAVES

a) Leaves of Absence without Pay

Requests for leaves of absence without pay, up to a maximum of one (1) year, may be approved by their immediate supervisor.

Leaves of Absence without pay will not be granted for the purpose of obtaining employment at an alternate employer.

Vacation must be utilized prior to requesting a leave of absence without pay.

i) **Leaves of 15 calendar days or less in duration:**

Benefit coverage and premium payment shall be on the same basis as if the Administrator were not on leave. Service and service related benefits will continue to accrue.

ii) **Leaves of 16 calendar days or more in duration:**

Administrators may elect to continue eligible employer paid benefits, provided they submit their request in writing and agree to pay the total monthly cost for the duration of the leave, or as allowable under the Plan.

The College will pay the cost of employer paid benefit premiums for the first and last month of the Leave of Absence without pay:

- if the leave commences on or after the 16th day of the calendar month
- if the Administrator returns to work, prior to the 16th day of the calendar month

Service and service related benefits will not accrue.

Administrators may elect to buy back pensionable service for part or all of the duration of the leave of absence without pay in accordance with Pension Plan regulations.

b) Pregnancy Leave

i) **Pregnancy Leave**

Pregnancy leave will be granted in accordance with BC Employment Standards Act for a period of up to seventeen (17) weeks without pay. The leave can begin as early as twelve (12) weeks prior to the expected date of birth, and no later than the actual birth date.

Pregnancy Leave Supplemental Employment Benefit (SEB)

The College will provide Permanent Administrators income to supplement employment insurance benefits as follows:

Langara SEB Payment		
1 Week	100%	current weekly base salary less EI Waiting Period of \$0
15 Weeks	95%	current weekly base salary less EI Payment
1 Week	95%	current weekly base salary less EI Payment of \$0

c) Parental/Adoption Leave

Parental/Adoption Leave will be granted in accordance with BC Employment Standards Act.

Prior to commencing a Parental/Adoption Leave the Administrator must elect to take a Standard Parental/Adoption Leave or Extended Parental/Adoption Leave.

i) **Standard Parental/Adoption**

Standard Parental/Adoption Leave will be granted to a parent not to exceed 37 weeks of leave. In the case of the birth mother taking Pregnancy Leave followed by Parental leave, leave shall be for a period not to exceed 35 weeks. This leave must be concluded within 52 weeks of the birth or adoption of the child and may be divided between the parents.

Standard Parental Leave Supplemental Employment Benefit (SEB)

The College will provide Permanent Administrators income to supplement employment insurance benefits as follows:

Standard Parental Leave SEB Payment		
1	week	95% current weekly base salary less EI Waiting Period of \$0
35	weeks	85% current weekly base salary less EI Payment
1	week	85% current weekly base salary less EI Payment of \$0

ii) **Extended Parental/Adoption Leave**

Extended Parental/Adoption Leave will be granted to a parent not to exceed 62 weeks of leave. In the case of the birth mother taking Pregnancy Leave followed by Parental leave, leave shall be for a period not to exceed 61 weeks. This leave must be concluded within 78 weeks of the birth or adoption of the child and may be divided between the parents.

The twenty-five (25) additional weeks of leave is not a protected leave under the BC Employment Standards Act. The extended twenty-five (25) weeks shall be considered as unpaid leave of absence, as defined by Article 17, Unpaid Leave of Absence. Entitlement to benefits during this time shall be in accordance with the provisions of unpaid leave of absence.

Extended Parental Leave Supplemental Employment Benefit (SEB)

The College will provide Permanent Administrators income to supplement employment insurance benefits as follows:

Extended Parental Leave SEB Payment		
1	week	95% current weekly base salary less EI Waiting Period of \$0
60	weeks	*Pro-rated Standard Parental SEB less EI Payment
1	week	*Pro-rated Standard Parental SEB less EI Payment of \$0

*Pro-rated is the standard parental leave SEB payment divided by 62.

iii) **Benefit Coverage**

The College will continue to pay the premium contributions for Group Benefits in accordance with the provisions of the BC Employment Standards Act provided the Administrator elects to pay her/his share of the premiums where applicable. Service and service related benefits will continue in accordance with the BC Employment Standards Act.

Benefit coverage, service, and service related benefits during the extended parental leave will be as outlined in paragraph 17 (a) for unpaid leave of absence.

iv) **Pension Plan**

Pregnancy/Parental leave is considered pensionable service. The Administrator will be eligible to purchase the service upon their return to work. Where an Administrator elects to buy back pensionable service for part or all of the duration of their leave(s), the College will pay the employer portion of the pension contributions in accordance with the Pension Plan regulations.

As Supplemental Employment Benefit earnings are considered pensionable, contributions will continue by the College and the employee.

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

If an Administrator is disentitled or disqualified from Employment Insurance pregnancy or parental benefits, the Administrator shall receive the supplemental payment to the appropriate percentage, less the amount of Employment Insurance benefits the Administrator would have received if qualified for Employment Insurance benefits.

An Administrator, who does not return to work and remain in the employ of the College for the equivalent of twenty-six (26) weeks, will repay the College for the SEB received. If an Administrator returns to work for less than (26) weeks, repayment will be on a pro-rated basis.

In the event an Administrator is in receipt of employment income from other sources while on pregnancy or parental leave, they shall be disqualified from receiving College paid SEB benefits.

d) Leave for Family Illness

Administrators shall be entitled to use up to five (5) days accrued sick leave credits per calendar year to attend to an immediate family member who is ill. The College may require submission of a certificate from a qualified medical practitioner as defined by the B.C. College of Physicians and Surgeons or equivalent out of province association, certifying the illness of the immediate family member.

For the purpose of this provision, immediate family member means: spouse, child, ward, brother, sister, parent, parent-in-law, foster parents and children, guardian or any other relative if living in the Administrators' household, and any other person with the approval of the President, or delegate. This leave may be granted if the Administrator has responsibility for their care and providing there is no other available care-giver.

e) Compassionate Care Leave

Administrators will be granted a compassionate care leave of absence without pay for up to eight (8) weeks to care for a gravely ill family member. In order to be eligible for this leave, the Administrator must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

An Administrator who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- i) The Administrator's group benefit coverage will continue for the duration of the compassionate care leave, to a maximum of eight (8) weeks, and the premium payment shall be on the same basis as if the Administrator was not on leave.
- ii) Where an Administrator elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of eight (8) weeks, the College will pay the employer portion of the pension contributions in accordance with the Pension Plan regulations.
- iii) Compassionate care leave, up to a maximum of eight (8) weeks, shall be treated as continuous employment for the purposes of length of service accrual under this Agreement.
- iv) An Administrator who returns to work following a leave granted under this provision shall be placed in the position the Administrator held prior to the leave or in a comparable position.

Should an Administrator require additional time to care for a gravely ill family member, additional leave(s) may be granted beyond the eight (8) week period specified above. Such additional leave shall be pursuant to 17 a) Leave of Absence without Pay.

f) Bereavement Leave

In the case of the death of an immediate family member, leave shall be granted with pay for a period not to exceed five (5) working days. For the purpose of this provision, immediate family member means: spouse, child, ward, brother, sister, parent, parent-in-law, foster parents and children, guardian or any other relative if living in the Administrators' household, and any other person with the approval of the President, or delegate.

g) Funeral Leave

Administrators shall be granted up to one half (½) day with pay, but not in addition to bereavement leave.

h) Jury Duty and Court Appearance

To qualify for permission to be absent with pay, a summons or subpoena, or other evidence to show the necessity to attend at Court must be produced. A statement from an official of the Court identifying the time taken and fees (if any) paid by the Court must be provided. All such fees must be paid to the College except traveling and meal allowances not reimbursed by the College.

18 CAREER AND PROFESSIONAL DEVELOPMENT

Development activities are an integral part of the responsibility of both Administrators and the College. Development activities result from performance and development reviews in conjunction with individual development plans (IDPs).

The College provides up to ten (10) working days of paid professional development per fiscal year (with no carry forward provision) to Administrators (pro-rated for part-time Administrators). Approval and scheduling of Professional Development will be arranged between the Administrators and their supervisor according to the needs of the department. The intent of Professional Development is to maintain currency in your area of expertise, or to gain additional knowledge and/or professional competency. It may also include activities not directly related to the Administrator's area of expertise, but for which the College deems there is benefit congruent with the College Vision, Mission & Goals. Professional Development may be requested at the initiative of either the Administrator or the College.

Administrators must submit a proposal for professional development for approval by their supervisor. Any development activities that require absence from duty or have associated costs must be approved using the appropriate College form.

19 WAIVING OF TUITION FEES

Administrators are eligible for tuition fee waivers in accordance with the College Tuition Fee Waiver procedure.

20 GROUP BENEFITS

The College shall provide group benefits to Permanent Administrators, and Term (greater than six (6) months) Administrators, working half time or more, subject to the waiting periods, eligibility requirements and other conditions set out in such plan(s).

Details of the benefits can be found in the Benefit Plan Handbooks available from People Services.

a) B.C. Medical Services Plan (MSP)

The College contributes one hundred percent (100%) of the premium for basic coverage through the Medical Services Plan of British Columbia.

b) Extended Health Benefits (EHB)

The College contributes one hundred (100%) of the premium for the Extended Health Benefit. The EHB plan is designed to help pay for specified services and supplies incurred by Administrators and their dependents, when not provided under a government health plan or by a tax-supported agency. Dual coverage is permitted.

c) Dental Plan

One-hundred percent (100%) of the premiums for the Dental Plan will be paid by the College for all eligible Administrators. Participation in the Dental Plan is mandatory, unless covered by another dental plan. Dual coverage is permitted.

d) Basic Life Insurance

The College will pay 100% of the monthly premium for Life Insurance in the amount of three (3) times your annual basic earnings rounded to next higher \$1,000 to a maximum of \$600,000 until age 65, at which time the amount will be limited to \$10,000.

Administrators, who retire at or beyond the age of fifty-five (55) and who are in receipt of a pension under the provisions of the College Pension Act, shall receive group insurance coverage in the amount of \$10,000, for a period of five years from the date of retirement. The premium cost of the continuing insurance is borne by the College.

e) Accidental Death and Dismemberment

The College will pay 100% of the monthly premium for Accidental Death and Dismemberment. Insurance coverage is equal to the amount of the basic life insurance and will end on August 31 following the date the Administrator reaches age 65.

f) Voluntary Life Insurance

Administrators up to age 65 may purchase additional life insurance coverage for themselves and/or their spouse. The premiums are entirely the responsibility of the Administrator and are paid by payroll deduction.

g) Short Term Disability

Short Term Disability provides salary protection in the event that an Administrator is unable to perform their job due to illness. Coverage commences at the expiration of sick credits or seven (7) days, whichever is the later. The premiums are entirely the responsibility of the Administrator and are paid by payroll deduction.

h) Long Term Disability

Long Term Disability insurance provides salary protection in the event that an Administrator is unable to perform their job due to illness beyond the period covered by Short Term Disability. The premiums are entirely the responsibility of the Administrator and are paid by payroll deduction.

21 COLLEGE PENSION PLAN

Administrators shall be required as a condition of employment to participate in the College Pension Plan, subject to the waiting periods, eligibility requirements and other conditions set out in such Plan.

Details of the Pension Plan can be found on the College Pension Plan website.

22 DEATH BENEFIT

In the event of the death of an Administrator with at least one year of service, the College will pay to the estate of the deceased, an amount equivalent to one month's salary.

23 EMPLOYEE FILES

Administrators have the right to examine the contents of their employee files during regular business hours in the presence of the Vice-President, People Services, or delegate.

Employee files are kept completely confidential. Only the direct supervisor and authorized Human Resources staff have access to employee files. Viewing of the file must take place in the Human Resources office, and nothing may be photocopied, added to, or removed from personnel files without the approval of the Vice-President, People Services, or delegate.

24 EXPENSES

The College will pay all approved expenses incurred by Administrators in the exercise of their duties on and off campus. Similarly, the College will pay all approved expenses of Administrators resulting from the approved use of their own property (e.g. automobile) for College business.

25 RETIREMENT

Administrators shall retire in accordance with the provisions of the Pension (College) Act.

Arrangements for retirement will be concluded at least six (6) months in advance of the planned retirement date in accordance with the College Resignation Policy (D1004).

26 TERMINATION OF EMPLOYMENT – VOLUNTARY

An Administrator will inform their direct Supervisor of their desire to resign from their employment as far in advance as possible. The appropriate period of notice and acceptance of a resignation shall be in accordance with the College Resignation Policy (D1004). The College reserves the right to waive all or part of the notice provided.

27 TERMINATION OF EMPLOYMENT – INVOLUNTARY

With Cause

Where an Administrator gives just cause for termination, the College may terminate the Administrator in its absolute discretion, without notice of termination or pay in lieu of notice of termination.

Without Cause

The College may terminate an Administrator's employment at any time, without cause, by providing the Administrator with working notice (the Notice Period). The Notice Period is the length of time from the date on which notice of termination is given to an Administrator until the date on which employment will terminate. The Notice Period shall be subject to any and all applicable statutory and regulatory requirements including those requirements specifically set out in the letter of employment and the *Employment Termination Standards of British Columbia Reg (379/97)*.

Permanent Administrators

The College may terminate the employment relationship at any time, without cause, by providing the Administrator with working notice or severance in lieu of notice (the Notice Period) consistent with the following schedule:

Completed Years of Service	Notice
Less than 4 years	4 months
4 years or more	6 months
6 years or more	9 months
9 years or more	12 months
12 years or more	15 months
15 years or more	18 months

During the Notice Period, the College, in its sole discretion, may:

- Require the Administrator to continue with their duties, assignments, tasks or projects;
- Assign the Administrator to other duties, assignments, tasks or projects, notwithstanding that the assignment may amount to a constructive dismissal, if the assignment is reasonably consistent with the Administrator’s ability and responsibility at the time of the assignment;
- Excuse the Administrator from performing all or part of their duties.

Refusal to perform duties assigned by the College, in accordance with this section, shall be deemed to be a voluntary resignation of employment. In the event of a deemed resignation, the Administrator is not entitled to continuation of the Notice Period or to any payment in lieu of notice.

The College may give an Administrator a combination of notice and compensation equal to the number of weeks’ pay for which the Administrator is eligible.

Term Administrators

The College may terminate the employment relationship at any time, without cause, by providing the working notice period specified in the employment agreement.

Severance Payments

Severance Payments will be in the form of salary continuation unless the College, in its sole discretion, considers a lump sum payment to be more appropriate. Severance payments in excess of six (6) months will normally be in the form of salary continuance.

Duty to Mitigate

In the event the College terminates an Administrator, the Administrator has a duty to actively seek and obtain employment. Employment includes entering into a contract for services either individually or through a sole proprietorship, partnership or corporation.

If an Administrator obtains employment during the Notice Period, the Administrator must immediately advise the College in writing of the details of the new employment and comply with the following:

- If an Administrator commences employment with a public sector employer during the Notice Period or period of notice in lieu of which severance is provided:
 - no severance covering this period of re-employment is payable; and
 - the Administrator must pay the College any amount that is attributable to the period during which the Administrator is re-employed.
- If an Administrator is re-employed at a lower level of compensation the College will provide to the Administrator an amount equivalent to the difference between the Administrator's former compensation level and the Administrator's compensation level upon re-employment for the remainder of the Notice Period.

If an Administrator accepts similar employment with an employer not in the public sector, then all salary continuance and benefit coverage will cease immediately on the date that the employee accepts the new employment and the employee will receive a lump sum payment equal to fifty (50) percent of the salary the employee would have received during the remainder of the Notice Period.

If the Administrator is receiving long term disability benefits at the time of the termination of employment, the Administrator will be entitled, with the approval of the insurance carrier, to the continued disability benefits as provided for in the employer's benefit plan, or to receive salary in lieu of working notice; but the Administrator will not receive both.

Debt Owing to the College

The College reserves the right to unilaterally deduct any outstanding amounts owing from the Administrator's final pay.

28 COLLEGE AND PERSONAL PROPERTY

Return of College Property

Upon retirement or termination of employment an Administrator will promptly return any and all College assets, equipment, keys, manuals, training materials, files, etc. that were acquired during the course of their employment with the College. A fee may be charged for lost or unreturned College property.

Personal Property

The College cannot be responsible for personal property left in offices or on the grounds. The College will donate or dispose of Items left behind when an Administrator terminates employment or commences an extended leave, unless otherwise discussed with your Supervisor.

29 DIRECT DEPOSIT

All Administrators are required to be paid through direct deposit to a Canadian financial institution(s) of their choice.

30 CONFIDENTIALITY

Langara College recognizes its legal and ethical responsibilities to safeguard confidential information. The College will, in good faith and to the best of its ability, adhere to all applicable laws relating to privacy and confidentiality.

The College places a high level of responsibility and trust in Administrators and associated parties to handle confidential information which they learn or have access to through their employment or association with the College in the strictest confidence. An Administrator's duty of confidentiality survives the termination of their employment or association with the College.

Confidentiality is the responsibility of all College employees. Through the course of work with the College, the Administrator may have access to confidential or sensitive information. All Administrators are obligated to ensure that confidential or sensitive information is kept secure and is collected, accessed, used, disclosed, stored and disposed of only for purposes necessary and authorized by Langara College to conduct its business.

31 CREDENTIALS POLICY

In accordance with the Proof of Educational and Professional Credentials Policy (D2003), all Administrators are required to provide People Services with official documentation of the required credential(s) within one month of the date of employment. The appointment is conditional until official documents are received.

Rev: June, 2002; Oct. 2003; April 2007; August 2008, January 2013, April 2018