



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. Therefore, **the terms and conditions set out in this Handbook, 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's 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 the term with JIBC they will return to employment with their 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

Employees are responsible for understanding and abiding by Institute policies during their employment at JIBC. The following key policies must be reviewed prior to starting employment.

[Harassment Policy](#)

[Code of Conduct Policy](#)

[Intellectual Property Rights Policy](#)

[Information & Educational Technology Acceptable Use](#)

All employees are required to take JIBC's internal online training module titled "*Respect in the Workplace*" annually. This can be accessed on JIBC's intranet under [Human Resources: Harassment Prevention](#). There is an "employee" version and a "manager" version of the training.

Employees who supervise other employees must take the manager version of this training; they are not required to take the employee version.

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 Dean 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: [Constitution & Bylaws](#)) 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 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.

3 Probationary Period

Probationary Period for New Hires

When first hired, employees will be on probation for the initial six (6) months. This probationary period gives employees an opportunity to assess if their new role is a good fit, and JIBC an opportunity to assess the employees' performance in their new role and address any issues in a timely manner. The standard to be applied by JIBC in assessing employees' 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 their 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.

Employees who successfully complete their probationary period, will be confirmed in their position.

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

An employee who wishes to resign from their 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 their 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 their new role, they 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 Leave of Absence (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 their 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 their 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 their normal times. Such anomalies must take into consideration operational requirements and the employee must advise their 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 they continue to achieve the expectations of their 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 Vice-President, 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 the employee 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 Vice-President, Human Resources in consultation with the applicable Dean/Director and will take into account internal equity amongst similar roles. Where appropriate, the Vice-Presidents will also be consulted.

Reclassification 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 their manager. The request for a reclassification should be submitted in writing to the Vice-President, 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 Vice-President, 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 Vice-President, Human Resources will advise the incumbent and their manager of the outcome in writing. Any changes in salary that occur as a result of a reclassification, will be retroactive to the date that the new duties and responsibilities are put into effect.

Appeal Process

If the incumbent and/or their 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 reclassification 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 Vice-President, 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.

Please refer to JIBC's Compensation Philosophy which is available on JIBC's website through the following link: [Compensation Philosophy](#)

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.

A) Salary Administration for Those in Faculty-Equivalent Positions (eg. Coordinators, Program Managers, Instructional Designers, Instructors)

7.1.1 Starting Salary

A three-step Pay Grid is used to establish salaries for those in Faculty-Equivalent positions. New employees will be paid at the appropriate pay step on the grid for their position depending on the skills, knowledge and experience brought to the position. New employees will normally start at pay step 1 or 2 of the grid.

7.1.2 Progression through the Pay Grid

Employees who are not at step 3 of the Pay Grid, will move to the next higher step rate on their anniversary date conditional upon successful completion of job expectations. Exceptions to this will be determined by the employee's division Director in consultation with the Vice-President, Human Resources and the appropriate Vice-President.

Once employees are being paid at the step 3 rate, they 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 pay step 1 of the Pay Grid for the new position. If the pay at step 1 is less than the employee's current salary, the employee will be paid at the next step level on the grid which provides for a salary increase.

7.1.4 Salary Rate on Lateral Transfer

Employees who transfer into another position in the same pay grid of their former position, will maintain their current salary at the time of transfer to the new position. Employees who are not being paid at the step 3 rate at the time of their transfer, will move to the next higher step rate on the anniversary date of their start date in their former position, conditional upon successful completion of job expectations.

7.1.5 Salary on Demotion

An employee who is the successful applicant for a position which is classified at a lower level, will be placed at the appropriate step rate on the grid for the new position that is commensurate with their skills and experience for the new role.

If a role changes and the classification for the position is reduced through no fault of the employee and the employee's salary is above the step 3 pay rate for the newly classified position, the employee's salary will be "green circled", meaning that the employee will continue to receive their 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 (aka acting pay) provided both of the following criteria are met:

- **Length of time the employee assumes the role.** 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 and request substitution pay for the applicable employee, indicating the length of time for which it is to be provided. Human Resources will inform Payroll.

The employee's pay rate will be adjusted to the first step on the Pay Grid in the classification of the position that the employee is assuming, which results in an increase to the employee's existing salary.

B) Salary Administration for Those in Excluded Positions (Eg. Deans, Directors, Program Directors, Senior Managers, Controller, etc.)

Effective February 16, 2018, a new Compensation Plan for employees in excluded positions, was approved for implementation by the Post-Secondary Employers' Association Board. One of the basic tenets of the plan is that all salary increases for employees in excluded positions must be merit-based.

The Compensation Plan for excluded positions consists of salary ranges with a Minimum (75%), a Control Point (aka Market Rate) (100%), and a Maximum (115%). Employees' salaries cannot exceed the maximum salary of the range.

7.2.1 Starting Salary

New employees will be placed on the salary range for their position depending on the skills, knowledge and experience brought to the position, not to exceed the Market Rate for the position. New employees will start at a salary between the Minimum and the Market Rate. In addition to skills, knowledge and experience, internal equity will be a consideration in determining the appropriate starting rate for new

employees.

7.2.2 Progression through the Salary Range

Progression through the salary range will be based on merit; salary increases are subject to approval by the Public Sector Employers' Council.

7.2.3 Salary Rate on Promotion/Reclassification

An employee who is the successful candidate for a higher level role and/or whose position has been reclassified at a higher level, will receive a starting salary between the Minimum and the Market Rate. In addition to skills, knowledge and experience, internal equity will be a consideration in determining the appropriate rate for an employee who is promoted and/or whose position has been reclassified.

7.2.4 Salary Rate on Lateral Transfer

An employee who transfers into another position of a similar level within their division or is hired laterally into another position of a similar level in another division, will maintain their current salary at the time of transfer or start in the new position, and will be eligible for salary increases based on merit.

7.2.5 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 their skills and experience for the new role, not to exceed the Market Rate for the new role.

If a role changes and the classification of the position is reduced through no fault of the employee and the employee's existing salary is above the Market Rate but below the Maximum of the range for the newly-rated position, the employee's salary will be "green circled", meaning the employee may be eligible for salary increases based on merit.

7.2.6 Substitution Pay (aka Acting Pay)

Excluded employees who assume an additional role for a minimum of 5 consecutive business days on a temporary basis, are eligible for substitution pay provided they are expected to assume the full responsibilities and decision-making authority of the incumbent. Substitution pay normally would not apply in situations where the incumbent is off-site participating in JIBC-related business including attending conferences unless they are out of country and is not in a position to respond to urgent matters.

The employee's existing salary will be adjusted to the Minimum of the salary range of the position for which they are acting in or it will be increased by 8%, whichever is the greater.

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 an hourly amount in lieu of benefits, paid bi-weekly. Further information is available from Human Resources.

Enrollment

New employees are required to submit their forms for benefits' enrollment on the first day of employment.

Employees are responsible for updating any changes to their benefits' enrollment information such as changes to: address, dependents, and beneficiary.

Waiver of Benefits

Employees may elect to waive coverage for BC Medical (MSP) if they are covered under a spouse's plan, Dental, and/or Extended Health benefits. Employees who elect 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 extended health and dental coverage;
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)

Employees are provided with coverage under the basic BC Medical Plan (MSP) for themselves and their 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 employees and their 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 employees and their 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.

WorkSafeBC

All employees are provided with coverage through WorkSafeBC 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 for any compensation received from WorkSafeBC as result of a claim.

9 Pension Plan

Eligibility for Enrollment

All full time regular, full time term or full time LOA term employees in the Fair Comparison group hired on or after September 1, 1999, are required to enroll in the British Columbia College Pension Plan (the Plan), provided their 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.

Part time employees should contact Human Resources to determine if their 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 as set by the BC College Pension Plan. JIBC also contributes an amount higher than this to the Plan on an employee's behalf.

The Trustees of the Plan, on an annual basis, determine contribution rates. 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 employees are encouraged and expected to take their 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 their 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 their immediate supervisor of their 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 their areas of responsibility.
4. During the last quarter of the calendar year, Payroll will send out reminders to any employee who has more than their 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 their 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

Employees who qualify for any type of leave of absence with pay during the pre-approved vacation period, will not have their vacation credits reduced for the leave, provided they advise their immediate supervisor and supply the necessary supporting documentation within seven (7) days of their 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 their return to work.

Vacation Allowance on retirement

Employees scheduled to retire, will receive or be paid for their full vacation allowance for their final year of employment.

12 Personal Days

Purpose

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

Personal Days may be taken as a single day or as multiple days up to a maximum of five (5) consecutive days. 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 them working their 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, employees must notify their immediate supervisor immediately upon commencement or prior to taking any of these leaves.

Except where noted, employees do 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*.

Employees who need to take sick leave, must advise their immediate supervisor by phone or e-mail so that the work can be handled in their absence. Employees who are absent due to sick leave, are expected to keep their immediate supervisor advised each day of recovery progress and their 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 their 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, their 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. Employees must advise Human Resources if they wish 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 an employee is not personally able to submit Leave forms, the employee must advise Payroll by e-mail as to their wishes. Human Resources/Payroll 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 their 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.
- Employees aged 65, less the qualifying period or retirement

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, they will be considered an employee for the purposes of 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. Employees are required to report this income when submitting their 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, their 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 and Extended Child Care Leaves

14.1 Eligibility

The following employees are eligible to apply for Pregnancy, Parental 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.

These benefits are not available to the following employees, however they should refer to the [Employment Standards Act](#) provisions for Pregnancy Leave and Parental Leave to see what may apply to them:

- 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, employees must notify their immediate supervisor prior to taking any of these leaves.

During the period of Pregnancy, Parental, or Extended Child Care Leave, the employee will be “parked” in JIBC’s payroll system and noted as being on Pregnancy, Parental or Extended Child Care Leave. There is no need to complete Leave forms for absences due to Pregnancy, Parental, 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. 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 one (1) week (the “waiting period”) at eighty-five percent (85%) of the employee’s basic pay, followed by 16 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.

Vacation entitlements and vacation pay will continue to accrue while an employee is on Pregnancy Leave, provided 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 Extended Child Care Leave, will be credited with her earned vacation entitlements and vacation pay providing she returns to work for a period of not less than six (6) months following the expiration of the subsequent Pregnancy, Parental or Extended Child Care 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, 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 and may opt for either standard Parental Leave of up to thirty seven (37) weeks without pay or extended Parental Leave of up to 63 consecutive weeks without pay. 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 of up to five (5) consecutive weeks if the child requires an additional period of parental care. Further information can be found within this section under that heading.

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 they 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. For those who opt for extended Parental Leave, the allowance will consist of 61 weekly payments equivalent to the overall amount the employee would have received with the 35 weekly payments calculated under the standard Parental Leave Allowance. In order to receive this benefit, the employee must sign an agreement that they will return to work and remain in JIBC's employ for a period

of at least six (6) months after their return to work. If the employee should fail to return to work and remains in JIBC's employ for at least six (6) months, the employee must reimburse JIBC in full for the Parental Leave Allowance received.

Where both parents are employees of JIBC, the employees shall decide the apportionment of the 35 weekly payments spread out over 61 weeks extended Parental Leave between them and advise JIBC accordingly.

Leave taken under this clause must commence: in the case of the mother immediately following the conclusion of Pregnancy Leave; or in the case of the other parent, anywhere within seventy-eight (78) weeks following the birth or adoption of the child. Parental leave must conclude within the seventy-eight (78) 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, provided 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 Extended Child Care Leave, will be credited with their 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 Extended Child Care 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 their 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 their 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 their former position or in a position of equal rank and basic pay.

14.5 Extended Child Care Leave

Upon completion of Pregnancy and/or Parental Leave, an eligible employee may take Extended Child Care Leave without pay for up to five (5) weeks if the child requires an additional period of parental care. To request the Extended Child Care Leave, an employee must submit a written request for such Leave and receive approval by JIBC at least four (4) weeks prior to the end of the Pregnancy and/or Parental 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 Personal Days.

The employee will be responsible for paying the employee's portions of benefit premiums to maintain benefits (including pension) coverage and must provide JIBC with postdated cheques to cover the employee's share of benefit premiums during the Extended Child Care Leave period.

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, the employee will be deemed to have resigned as of the date their Extended Child Care Leave commenced.

Upon return to work from Extended Child Care Leave, the employee will be placed in their 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.

These benefits are not available to the following employees, however they should refer to the [Employment Standards Act](#) to see what may apply to them::

- 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, employees must notify their 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 Vice-President, 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*
(i) Employee or employee's child is a victim of domestic violence	three (3) days per calendar year

* 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 the 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 their 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 Vice-President, 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.

15.8 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the [Employment Standards Act](#), is entitled to a leave of absence without pay of up to twenty-seven (27) weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks.

During the period of Compassionate Care Leave, there will be no accrual of Personal Days.

The employee will be responsible for paying the employee's portions of benefit premiums to maintain benefits (including pension) coverage and must provide JIBC with postdated cheques to cover the employee's share of benefit premiums during the Leave period.

Notification of return to work from Compassionate 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, the employee will be deemed to have resigned as of the date their Compassionate Care Leave commenced.

Upon return to work from Compassionate Care Leave, the employee will be placed in their former position or in a position of equal rank and basic pay

15.9 Leave Respecting the Death of a Child

Employees are entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting the death of a child under the [Employment Standards Act](#) and such leave shall be in accordance with the [Employment Standards Act](#).

During the period of Leave Respecting Death of a Child, there will be no accrual of Personal Days.

Employees will be responsible for paying their portions of benefit premiums to maintain benefits (including pension) coverage and must provide JIBC with postdated cheques to cover their share of benefit premiums during the Leave period.

Notification of return to work from Leave Respecting the Death of a Child must be given at least thirty (30) calendar days prior to the expiration of the leave. If an employee does not provide the required notice of the employee's return, they will be deemed to have resigned as of the date their Child Death Leave commenced.

Upon return to work from Child Death Leave, employees will be placed in their former position or in a position of equal rank and basic pay.

15.10 Leave Respecting Disappearance of a Child

Employees are entitled to a leave of absence without pay up to fifty-two (52) weeks if they are entitled to leave respecting disappearance of a child under the [Employment Standards Act](#) and such leave shall be in accordance with the [Employment Standards Act](#).

During the period of Leave Respecting Disappearance of a Child, there will be no accrual of Personal Days.

Employees will be responsible for paying their portions of benefit premiums to maintain benefits (including pension) coverage and must provide JIBC with postdated cheques to cover the their share of benefit premiums during the Leave period.

Notification of return to work from Leave Respecting Disappearance of a Child must be given at least thirty (30) calendar days prior to the expiration of the leave. If an employee does not provide the required notice of the employee's return, the employee will be deemed to have resigned as of the date their Leave Respecting Disappearance of a Child commenced.

Upon return to work from Leave Respecting Disappearance of a Child, employees will be placed in their former position or in a position of equal rank and basic 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 Vice-President, 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, employees must notify their 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, employees do 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 their immediate supervisor and make appropriate arrangements to ensure the employee is able to meet the expectations of their 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 Vice-President, 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, the employee 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.

Employees must provide their immediate supervisor with written notice of such leave or potential leave as soon as they are 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.

Employees must advise their immediate supervisor as soon as they are 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.

Employees must provide their immediate supervisor with written notice of such leave or potential leave as soon as they are notified of the requirement.

16.8 Leave for Voting

Employees 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 their ballot.

Employees 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 their 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.

Employees must advise their 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 employees who request 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 the employee 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, their leave of absence to attend court will be without pay.

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

Employees must advise their immediate supervisor as soon as they are 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 a 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

In keeping with its core values, JIBC is committed to continuous learning and professional development for its staff. Employees are encouraged to seek out educational and learning opportunities and to take responsibility for their own personal and professional development.

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 Performance Goals

Each year, Schools/Divisions develop their local operational plans (LOPs) which are aligned with JIBC's Strategic and Academic Plans. These operational plans contain the goals that need to be achieved to ensure the success of the School/Division and JIBC. Within each School/Division, every employee, within the context of their role, plays a critical part in the successful implementation of the Strategic, Academic and Operational Plans. Consequently, it is important that individual performance goals be closely aligned with these plans.

In conjunction with their supervisor, employees are expected to establish 3-5 performance goals which are aligned with the School's/Division's plans, and, when achieved, contributes to the success of JIBC, the School/Division, and the individual. Annual performance goals are typically established by April 30th with a mid-year review in October and a year-end review in March.

19.2 Professional Development Plan

In addition to establishing annual performance goals, employees are encouraged to identify 1-3 opportunities for professional development. This may include development needed to enhance current performance and/or further career goals. Formulating and implementing a development plan, assists employees in enhancing their skills, knowledge and abilities.

19.3 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 Development Plans.

19.4 JIBC Courses

Employees are encouraged to take courses offered by JIBC as part of their professional development plan. All regular full time and part-time employees are eligible to apply to enrol in JIBC courses without charge for the tuition fee. Refer to the "JIBC Course – Tuition Waiver Application" document for the Key Principles which apply and the process to be followed when enrolling in a JIBC course under the tuition waiver process.

A course is considered to be a unit of study with defined learning outcomes which may be approved for inclusion in one or more programs. JIBC special events or workshops are not considered to be courses.

19.5 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.

Employees taking a short term course or attending a conference at the request of JIBC or as part of their approved professional development plan, 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.

19.6 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 Vice-President, 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, employees will be responsible for providing JIBC with post-dated cheques to cover their share of benefits premiums during the leave.

Employees who receive paid Education Leave, must sign an agreement stating that upon completion of the leave, they 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.

Employees who receive unpaid Education Leave, must sign an agreement stating that upon completion of the leave, they will remain an employee of JIBC for a period equivalent to the length of time of 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.

19.7 Leave for Writing Examinations

Employees will be granted a leave of absence with pay in order to allow them with time to write examinations for courses that have been approved by JIBC. Employees must advise their supervisor of the time and place of the examination as soon as they receive 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

Employees may be moved laterally within their own division without the need for posting as long as the duties and responsibilities of the job remain the same; for example, a Program Manager 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, the employee will receive constructive feedback with a focus on development needs.

Employees who are successful in their application for a lateral transfer to a role in another division, do 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, they 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

Employees 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, the employee will receive constructive feedback with a focus on development needs.

A successful employee 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 Vice-President, 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, the employee is encouraged to discuss the matter with their division Vice-President, 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

Employees must submit their resignation in writing to their immediate supervisor, with copies delivered in person to their 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.

Deans/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 Vice-President, 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 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, they may defer receiving their pension in accordance with the rules of the [Pension Corporation](#). The pension must start no later than December 1st of the year the employee reaches age 71. The employee may continue to work, however, but must complete the required retirement information and start collecting their pension.

Pension contributions can be made up to November 30th of the year that the employee turns 71, 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 related 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 Vice-President, 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 their 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 their 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, the employee 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, the employee will be considered to have abandoned their 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 their 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 filed directly with Service Canada 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 pertaining to a former employee's performance at JIBC.

A departing employee may request a specific reference from their 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.

Employee's Acknowledgment

I have read, understood and agree to abide by the terms and conditions of employment as described in the Fair Comparison Handbook, including the following policies:

- Harassment Policy
- Code of Conduct
- Intellectual Property Rights Policy
- Information & Educational Technology Acceptable Use

Employee's Name: (Please Print) _____

Employee's Signature: _____

Date: _____

Please provide the above-requested information and send a copy of this page to Human Resources.