



HUMAN RESOURCE & PLANNING DEPARTMENT

BENEFITS & WORKING CONDITIONS

Administrative Employees

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1 Introduction

- 1.1 The administrative employees at Thompson Rivers University (TRU) are those employees who, by nature of the responsibilities of their positions, are excluded by the Labour Relations Act of British Columbia.
- 1.2 The Benefits and Working Conditions document is an outline of the terms of employment for administrative employees that have been introduced and agreed to during the life of the University, and which are subject to change from time to time by the Thompson Rivers University Board of Governors, in consultation with the administrative employees and the Association of Professional Administrators.
- 1.3 This Benefits and Working Conditions document applies to all ongoing and temporary, full-time and part-time administrative employees, except where noted, and serves as a benefits guideline for senior administrative employees covered by a Board Contract.

2 The Thompson Rivers University Association of Professional Administrators (TRU APA)

- 2.1 The Thompson Rivers University Board of Governors recognizes the Thompson Rivers University Association of Professional Administrators (TRU APA) as the representative of administrative employees at the University. The TRU APA represents the interests of the Association to the TRU Executive and the TRU Board of Governors. Membership is open to any administrative employee.

3 Aim

- 3.1 The Benefits and Working Conditions document is designed to communicate the terms and conditions that, in conjunction with an accepted letter of appointment and a current position description, form the official employment contract between Thompson Rivers University Board and the administrative employee.

4 Definitions

For the purposes of this document the following terms shall be interpreted as follows:

4.1 “Ongoing Employees” includes:

4.1.1 “*Full-time Employee*” is an employee hired in an ongoing full-time position and whose appointment is continuous from year to year.

4.1.2 “*Part-time Employee*” is an employee hired in an ongoing part-time position less than 35 hours per week and whose appointment is continuous from year to year.

4.1.3 “*Specified Term Employee*” is an employee hired in a full-time or part-time position and whose appointment is for a specified period of time each year.

4.1.4 “*Probationary Ongoing Employee*” is a new ongoing employee, who shall serve a probationary period of twelve (12) months from the date of hire. The probation period provides TRU with the opportunity to assess the employee’s suitability for continued employment in a position. Conditions of probation are set out in Article 7. Probation and Evaluation (Ongoing E employees).

4.2 “Temporary Employees” includes:

4.2.1 “*Full-Time Employee (over six months)*” is an employee hired in a temporary full-time position and whose appointment is greater than six months but does not normally exceed two years.

4.2.2 “*Full-Time Employee (less than six months)*” is an employee hired in a temporary full-time position and whose appointment does not exceed six months.

4.2.3 “*Part-Time Employee (over six months)*” is an employee hired in a temporary part-time position (less than 35 hours per week) and whose appointment is greater than six months but does not exceed one year.

4.2.4 “*Part-Time Employee (less than six months)*” is an employee hired in a temporary part-time position (less than 35 hours per week) and whose appointment is less than six months but does not exceed six months.

4.3 Benefits

4.3.1 Ongoing full-time administrative employees that meet the eligibility requirements for enrolment in the benefit plans described in Articles 14 and

15. The employer will pay 100% benefit premiums, except short term and long term disability benefit premiums which are 100% employee paid.
- 4.3.2 Ongoing part-time administrative employees that meet the eligibility requirements for enrolment in the benefit plans described in Articles 14 and 15, except short term and long term disability benefit premiums which are 100% employee paid. Employees will cost share premiums with employer/employee portions calculated on a percentage of workload.
- 4.3.3 Specified term employees, or temporary full-time employees (over six months) that meet the eligibility requirements for enrolment in the benefit plans described in Articles 14 and 15, except short term and long term disability. Employees will cost share premiums, with employer/employee portions calculated on percentage of workload.
- 4.3.4 Dependent on contract specifications and individual requirements, benefits coverage is offered on a single, couple or family basis. Spousal coverage is extended to same sex and common-law couples.
- 4.3.5 Administrative employees who are on a Presidential approved unassisted leave will be given the opportunity to continue benefits coverage, with 100% of the premiums employee paid. Continuation of benefits while on the unassisted leave is on an “all or nothing” basis with no option to select specific benefits.
- 4.3.6 A summary of benefits can be seen at <http://groupbenefits.manulife.com>

5 Workload

5.1 Work Scheduling

- 5.1.1 The nature of some administrative employee duties require considerable flexibility to accommodate varying workloads and operational needs. These employees are normally expected to be self-directed with respect to their job function, and may sometimes find it necessary to work considerably more than an average work week in order to perform their duties satisfactorily.
- 5.1.2 If an employee does not have managerial or supervisory duties, and is expected to work other than the hours specified at the time of hire, every attempt will be made to agree mutually upon an alternative work schedule in advance. Determination of work schedules will be directed to accommodate both TRU's operational needs and the employee's right to a reasonable and flexible work schedule.

5.1.3 Every attempt will be made to agree mutually upon an alternative work schedule in advance of any change. When administrative employees, other than managerial or supervisory employees, are required by their supervisor(s) to work in excess of their regular schedule, the employee is eligible for overtime in accordance with the Employment Standards Act of B.C.

5.2 Reduced Workload

5.2.1 TRU may, on an ad hoc basis and without prejudice, allow an administrative employee to engage in a reduced workload arrangement. Such an arrangement shall not be taken as setting a precedent for a reduced workload for the employee's position, and may be renegotiated should workload volume dictate.

5.2.2 The request for a reduced workload arrangement shall be made to the appropriate Vice-President, and must be approved by the employee's immediate supervisor and/or the appropriate Dean or Director.

5.2.3 During the period of reduced workload, which is normally not more than 12 months, the employee's normal vacation and sick leave entitlement will be prorated to reflect the reduced workload arrangement.

5.2.4 During the period of reduced workload, salary-sensitive benefits will be adjusted accordingly. An employee who is eligible for full health benefits coverage will maintain this eligibility. The employee will be responsible for any additional cost incurred to maintain his/her existing level of coverage.

5.2.5 At the end of the reduced workload period, the employee may either return to the position's normal workload or make application to the Vice-President for a further reduced workload period.

5.3 Job Sharing

5.3.1 Job sharing is a method by which the employer (TRU) and the administrative employees can accommodate greater workplace flexibility and schedules. This process is not appropriate for every employee or situation, but where operationally feasible, administrative employees may share an ongoing position. Job sharing can be adapted to accommodate various situations and allow the employer to maintain the standard of quality and quantity of work expected, with a minimum amount of change and adjustment.

5.3.2 This agreement establishes a provision for two ongoing administrative employees to voluntarily share a single position.

5.3.3 Participating employees must each meet the qualifications given in the position's job description.

- 5.3.4 The sharing of one position by two administrative employees will not cause TRU to incur greater costs (wages, benefits, vacation, etc.) than for the original single position.
- 5.3.5 A request to engage in a job sharing arrangement shall be in writing to the immediate supervisor (Dean, Director, Vice-President). The supervisor will review the request, which will identify the names of the two employees proposing to share a position, the position to be share, and how the position's duties will be divided.
- 5.3.6 An acceptable schedule will be developed and maintained. This schedule will be amended only with the supervisor's consent.
- 5.3.7 A Job Share Agreement shall be drafted by the job sharing partners and the supervisor. This Agreement will address the following issues:
- a) The length of time the job share arrangement is to be in place. (The maximum time is one year, with the possibility of renewal if all parties agree.)
 - b) The length of time before the arrangement is to be reviewed. (The suggested review date is between two and four months after the arrangement commences.)
 - c) The length of notice required to terminate the job share arrangement. (Normally 30 to 60 days.)
 - d) What will happen to the position once the job share arrangement ends?
 - e) What will happen if a job share partner resigns, retires or otherwise chooses to leave the job sharing arrangement. (Normally, the university will post the vacant job share position.)
 - f) A stipulation that job sharing partners will not work full-time unless relieving for their partner. (Normally, all time off by either of the two participating administrative employees will be covered by the remaining employee unless otherwise approved by the supervisor.)
 - g) How statutory holidays will be handled. (Normally, job sharing partners will equally share statutory holidays, regardless of the work schedule, by mutual consent, and in consultation with the supervisor.)
- 5.3.8 The draft Job Share Agreement described in Article 5.3.7 will be reviewed by the Director, Human Resources, or designate, for the purpose of providing advice and recommendations from a Human Resources perspective.
- 5.3.9 The Job Share Agreement described in Article 5.3.7 will be signed by all parties and copies placed in both administrative employees' files.

6 Postings, Hiring and Appointments

TRU's goal is to fill positions with the best available candidates who have the appropriate combination of education, experience, skills and abilities to successfully perform the duties of the position.

6.1 Job Postings

- 6.1.1 Ongoing positions of six (6) months or greater will be posted internally for a minimum of ten (10) working days. External postings will occur simultaneously with the internal posting
- 6.1.2 Temporary and Acting positions of six (6) months or greater will be posted internally for a minimum of five (5) working days.
- 6.1.3 Temporary positions of less than six (6) months will not be posted.
- 6.1.4 Internal postings will be in electronic format.
- 6.1.5 An announcement of the successful candidate in all positions will be posted electronically to all administrative employees.

6.2 Hiring

- 6.2.1 Hiring will proceed in accordance with the TRU Recruitment and Hiring Procedures.
- 6.2.2 Qualified internal candidates will be given fair and equal consideration for these positions and therefore will be short-listed and interviewed by the selection committee.
- 6.2.3 Temporary positions of less than six (6) months will be filled by appointment.
- 6.2.4 Newly hired administrative employees normally will be offered the minimum of the relevant pay band. However, if a candidate exceeds the minimum requirements for the position and/or market conditions dictate offering a higher starting salary the President will establish the offer rate on that pay band and inform the Association of Professional Administrators of the rate.

6.3 Project Assignments

- 6.3.1 Project assignments may occur on an ad hoc basis and the nature of the work to be performed may not fit an established administrative job classification. These situations are typically less than one year in duration. The applicable Vice-President and the President will establish the rate to be paid in each

circumstance and inform the Association of Professional Administrators of the rate.

- 6.3.2 Special projects assigned for a short period to accomplish specific tasks that are not part of an employee's regular job will not normally generate any increase in wages.

6.4 Appointment

- 6.4.1 A written employment offer shall be provided to prospective administrative employees which, when accepted, will form the employee's official employment contract. The employment offer will be comprised of:
- a) An appointment letter describing the terms and conditions of Thompson Rivers University's offer;
 - b) An electronic copy of the Benefits and Working Conditions document; and
 - c) A copy of the current job description for the administrative employee's position.

7 Probation and Evaluation (Ongoing employees)

- 7.1 All employees appointed to ongoing positions will serve a one (1) year probationary period.
- 7.2 No later than one (1) month prior to the expiry of the probationary period, a performance appraisal in accordance with Article 18 shall be prepared in writing by the direct supervisor of the probationary employee. The appraisal shall indicate whether the performance of the probationary employee has or has not been suitable during the probationary period.
- 7.3 The performance appraisal shall include a recommendation by the supervisor as to whether the probationary employee should or should not be offered an ongoing appointment.
- 7.4 The performance appraisal shall be submitted through the successive levels of management to the President or designate.
- 7.5 The President may approve an extension to the normal probationary period, if it has been determined that additional time is required to finalize the evaluation of the probationary employee.
- 7.6 A probationary employee whose performance has been satisfactory will receive a letter of ongoing appointment from the President.

- 7.7 A probationary employee whose performance has been unsuitable will be subject to Article 10 (Termination owing to Unsatisfactory Performance) of this document.

8 Compensation Policy and Practice

8.1 Compensation Philosophy

- 8.1.1 The University's compensation philosophy is aligned to departmental service plans and individual goals and performance so that the philosophy will enable and support the organization and its strategy. TRU's overall compensation is designed to:
- a) Motivate performance and achievement by individuals, teams and the organization, where performance relates to collegial, fiscal and environmental accountability and the core mission of the university;
 - b) Promote teamwork, collaboration and inclusion;
 - c) Support the development of individuals and of our collective knowledge and practices;
 - d) Encourage leadership at all levels;
 - e) Value ethical, sustainable and community-minded behavior;
 - f) Demonstrate investment in individuals and contribute to their financial security; and be adaptable, resilient and ready for change – and encourage these qualities in TRU's culture.

8.2 Guiding Principles

8.2.1 *Performance*

- 8.2.1.1 Compensation programs support and promote a performance-based (merit) organizational culture.
- 8.2.1.2 To support excellence, achievement and personal growth, TRU will measure and provide feedback on individual performance, considering the contributions of employees towards the core mission of the university and the goals of the department. This will be complemented and balanced by the goals of promoting collaboration and providing employees with a sense of security. Compensation, personal growth and development, and career progression will be supported by performance feedback and measurement.
- 8.2.1.3 To ensure that roles are properly understood and employee contributions properly measured, supervisors at all levels will provide input. The nature and extent of supervisors involvement will vary by level, but the goal is to have decisions and recommendations made at the level where there is good insight into individuals' contributions.

8.2.1.4 It is expected that in any review period the number of reviews that warrant exceptional rating will not exceed 10%.

8.2.2 *Differentiation*

8.2.2.1 Differentiation of salary is supported where there are differences in the scope of the position within an organization, and/or due to superior individual team contributions.

8.2.2.2 TRU compensation and incentives must be flexible and scalable to reflect the different needs of employees and adapt to changes in the organization.

8.2.3 *Accountability*

8.2.3.1 Compensation decisions are objective and based upon a clear and well documented business rationale that demonstrates the appropriate expenditure of public funds. TRU believes in treating employees equitably and strives to achieve equity through its compensation policies and practices in three (3) key areas:

- a) Internal equity – through an internal evaluation system;
- b) External equity – comparison to relevant external market comparators; and
- c) Individual equity – by acknowledging that employees have varying degrees of service; performance and contribution levels.

8.2.3.2 Direct compensation will be:

- a) Internally equitable in relation to the value of each position;
- b) Externally competitive in relation to relevant market comparators; and
- c) Linked to performance.

8.2.3.3 Indirect compensation will be competitive with the practices relevant to market comparators.

8.2.4 *Transparency*

8.2.4.1 Compensation programs are designed, managed and communicated in a manner that ensures the program is clearly understood by employees and the public while protecting individual personal information. So that employees at all levels understand their compensation, and how it relates to their own performance, their role and the market, TRU will strive for simplicity and clarity in program design and communication. To build employee momentum and trust, the principles and processes for reward programs will be shared in an open, honest and direct manner.

8.3 The Salary Plan

8.3.1 It is designed to respond to the needs of the organization, and more specifically, to enable the attraction and retention of skilled and motivated employees.

- a) Applies to all excluded Professional Administrator positions;
- b) Establishes a salary range for each position and a mechanism for salary progression within the salary range;
- c) Offers flexibility to manage pay while considering a combination of factors;
- d) Provides a common review period for annual salary progression; and
- e) Provides for and links annual salary progression to individual performance and contribution to organization goals.

8.3.2 *Salary Administration*

8.3.2.1 Salary ranges – the university reviews the salary structure and undertakes market surveys as required, but no less frequently than every four (4) years. Adjustments to the salary ranges will be done as needed consistent with the University’s compensation philosophy and guiding principles. A copy of the current salary structure is available from Human Resources

Performance Level	Progression to Normal Ceiling	Progression to Merit Ceiling
Below Expectations	No increase	
Fully Meets Expectations	Increase of 3%	
*Exceeds Expectations	Discretionary increase up to 5%	Discretionary increase up to 3%

*Ratings of “Exceeds Expectations” are intended to recognize exceptional achievement situations requiring written justification and Vice-President sign-off. It is expected in any review period the number of reviews warranting Vice-President sign-off will not exceed 10% (see 8.2.1.4).

8.3.2.2 Range progression – progression through the salary range is based primarily on job performance and, if approved, is adjusted annually on July 1. Progression through each portion of the range is illustrated above.

8.3.3 Pay for new hires – the following process will be used to determine the starting salary for new employees:

- a) The job will be defined, documented, evaluated, and assigned a salary range in accordance with the Salary Plan; and
 - b) The starting salary will be determined following consultation with Human Resources and will take into account the new employee's experience, skills, competencies, and current placement of incumbents in comparable jobs, and will normally not exceed the midpoint of the salary range.
- 8.3.4 Promotional increases – for a promotion to a position with a higher salary range, employee placement in the new range will be determined following consultation with Human Resources and will take into account the employee's experience, skills and competencies, and current placement of incumbents with comparable positions. The salary increase will normally be up to 10% of the employee's former base salary or the minimum of the position being filled; however, in no case shall the maximum of the new range be exceeded as a result of the promotion.
- 8.3.5 Delegation of authority – delegation of authority where a supervisor is away from the office does not trigger a salary adjustment.
- 8.3.6 Voluntary transfer to a position with a lower salary range – if an employee voluntarily transfers to a position with a lower salary range, he/she will be placed at a point in the new range that takes into account experience, skill and competencies. This new placement will not exceed his/her former rate of pay.
- 8.3.7 Lateral transfer – a lateral transfer, defined as a different position at the same salary range, will not necessarily trigger a salary adjustment.

9 Reclassification to a Position

- 9.1 When an existing employee voluntarily applies for and is successful on a lower rated related position, his/her salary is adjusted to the same step in the new pay band. If an employee is returning to a position that he/she previously held, his/her salary will be set at the same step he/she previously held, plus credit for years served in the higher paid position. The credit will be one (1) step for every two (2) full years of service.
- 9.2 Reclassification of a position to a higher salary range – upon reclassification, placement in the new range will be determined by Human Resources in consultation with the supervisor.
- 9.3 Acting assignments – an acting assignment is defined as a temporary assignment in a higher rated position where the acting employee assumes a

substantive portion of the absent incumbent's responsibilities.

- a) A temporary assignment can come about as a result of an appointment or a posting.
- b) An employee who is officially designated as "acting" in the absence of an incumbent for a minimum of one month will normally receive a salary increase of no more than 10% for the duration of the assignment.
- c) Other than salary recognition, the employee will not normally be eligible for any other benefits or entitlements.
- d) When an employee is in an Acting capacity, his/her health and welfare benefits, sick leave entitlements and pension plan will remain unchanged.

10 Termination owing to Unsatisfactory or Unsuitable Performance

10.1 Ongoing Employees

10.1.1 In the event that a probationary employee's job performance is considered to be unsuitable prior to the expiry of the probationary period, the employee will be informed of such in writing, the reasons for such an evaluation given and the necessary corrective action required. After two weeks, the supervisor will provide the employee with a written progress report, which shall be reviewed in person with the employee. The probationary employee's employment may then be terminated upon two weeks' further notice.

10.1.2 In the event that an ongoing employee's job performance is considered to be unsatisfactory, the employee will be informed of such in writing, outlining the reasons for such an evaluation being given and the necessary corrective action required. Normally, a period of three (3) months will then be allowed for the employee to improve his/her performance. The supervisor will provide the employee with monthly written progress reports, which shall be reviewed in person with the employee. On completion of this three (3) month period, the employee will be informed in writing of his/her progress. If there has not been satisfactory improvement, the employee may be given notice of termination with one (1) months' notice for each full-time year of service to the University, to a maximum of four (4) months' notice.

10.2 Temporary Full-time in excess of six months Employees

10.2.1 In the event that a temporary employee's job performance is considered to be unsatisfactory during the term of appointment, the employee will be informed of such in writing, the reasons for such an evaluation given and the necessary corrective action required.

10.2.2 After two weeks, the supervisor will provide the employee with a written progress report, which shall be reviewed in person with the employee. The employee's employment may then be terminated upon two weeks' further notice.

10.3 Temporary Full-time less than six months or Temporary Part-time Employees

10.3.1 In the event that an employee's job performance is considered to be unsuitable, the employee will be informed of such in writing, the reasons for such an evaluation given and the necessary corrective action required. After one week, the supervisor will provide the employee with a written progress report, which shall be reviewed in person with the employee. The employee's employment can then be terminated upon one (1) week's further notice.

10.4 Just Cause

10.4.1 An employee may be dismissed without notice or severance pay for cause.

11 Job security

11.1 General Principles

11.1.1 Thompson Rivers University recognizes its responsibility to administrative employees who have given good job performance to TRU but who may suffer loss of employment through reorganization or elimination of positions.

11.1.2 The University will inform the APA of the elimination of ongoing administrative positions.

11.2 Notification to Affected Employees

11.2.1 In the case where there is elimination of ongoing administrative positions, the administrative employee(s) affected will be informed of such in writing and the reasons for the elimination of the position will be explained to the employee. Reasonable alternatives will be explored to avoid termination of the administrative employee's services. A reasonable alternative may include the transfer of the affected employee to a vacant position for which the employee is qualified. Any such transfer will involve consultation among the affected employee, the new supervisor and the appropriate Vice-President/President.

- 11.2.2 If the termination of the affected employee cannot be avoided then:
- a) An affected temporary full-time (over six months) employee will receive one (1) months' notice;
 - b) An affected probationary ongoing employee will receive two (2) months' notice;
 - c) An affected ongoing employee will receive six (6) months' notice plus one (1) months additional notice for every complete year of service to the University, to a combined maximum of 18 months' notice.

The following sub articles of **Section 11.2 Notification to affected employees** apply to appointments made after **January 1, 2016**:

- 11.2.3 The university, acting in its sole discretion, may terminate the employee's contract of employment at any time by providing the employee with reasonable notice of termination ("Notice"), calculated from the date of which Notice is given, or by paying the employee damages instead of giving such Notice ("Severance"). Severance will be calculated as the value of the salary the employee would have received during the Notice, plus a percent of that value to compensate for the employee's loss of benefits.
- 11.2.4 The university, acting in its sole discretion, may also terminate the contract of employment without cause by providing the employee with a combination of Notice and Severance that equals in value the amount of Notice or Severance to which the employee would have been entitled had the university chosen either to give the employee Notice or to pay Severance exclusively.
- 11.2.5 Subject to a maximum Notice entitlement of eighteen months (18) the university will calculate the employee's Notice in conformity with the common law principles applicable from time to time subject to any limits and requirements imposed by the Employment Termination Standards regulation as amended from time to time and other laws of general application. The university will administer the employee's Notice or Severance or combination of Notice and Severance in conformity with the requirements of the Employment Termination Standards regulation as amended from time to time and other laws of general application. The Notice or Severance provided by the university to an employee will incorporate the notice or severance to which an employee is entitled under the ESA.

11.3 Salary of Transferred Employee

- 11.3.1 An ongoing employee whose position has been eliminated and who is subsequently transferred to a vacant position at a lower pay band will have his or her current salary red-circled for one year. At the completion of one year the employee will be placed at the step on his or her new pay band that is closest to, but no higher than, his or her current salary. Compliance with this provision shall not constitute constructive dismissal.

11.4 Severance

- 11.4.1 Ongoing employees terminated for reasons other than just cause will be entitled to professional, financial and relocation counseling services which are reasonable in the opinion of TRU.
- 11.4.2 In a situation of position elimination, TRU will either require a working notice or enter into an offer of severance, in accordance with Article 11.2. If offered severance, the affected employee may be offered a choice between:
- a) A lump sum final payment, which would end benefit coverage including pension contributions, or
 - b) A month to month severance, whereby TRU and the employee may agree to both continue pension contributions and limited benefit coverage of MSP, dental, and extended health.

12 Notice to the Employer

- 12.1 Employees will normally provide the university with one (1) month written notice of resignation. The university retains the sole discretion to schedule the balance of any leave due prior to the effective date of resignation. Any unused portion of vacation entitlement remaining will be paid out.

13 Leaves of Absence

13.1 Preamble

- 13.1.1 All references within the leave provisions include heterosexual, common-law and same sex partners. References to family include spouse, child, siblings, parents, parent-in-law, grandparents and any other person living in the same household who is dependent upon the employee.

13.2 Unassisted Leave (Ongoing Employees)

- 13.2.1 On written application to the President, an ongoing employee may be granted unassisted leave for any purpose acceptable to the President or appropriate Vice-President.
- 13.2.2 Leave may be for a period up to a maximum of twelve (12) months.

- 13.2.3 For the purposes of length of service and salary increases, the on-leave employee will be regarded as a full-time employee. Financial maintenance of benefits, including the university contribution, shall, however, be the responsibility of the employee.
- 13.2.4 Upon returning from unassisted leave, the employee will return to his/her previous position and duties, or to an equivalent position, as determined by the President.
- 13.2.5 The employee will not earn vacation and sick leave during a period of unassisted leave.
- 13.2.6 An employee must notify HR at least three months prior to returning back to work of their intentions.

13.3 Long term Assisted Leave (Ongoing Employees)

- 13.3.1 On application to the President, an employee may be granted assisted leave after five (5) years of service to the university, for any purpose acceptable to the President.
- 13.3.2 Leave may be for a period up to a maximum of twelve (12) months.
- 13.3.3 When assisted leave has been approved, and where appropriate funding has been approved for such purposes, the employee may be granted up to eighty (80) percent of his/her annual salary. If, in combination with other sources, the employee receives a total income in excess of his/her annual salary while on leave, the university may reduce its contribution proportionately.
- 13.3.4 The employee must return to the university upon completion of leave, for a period at least equal to that for which assistance was granted. If the employee resigns within this time requirement, the employee shall refund, on a pro-rata basis, the assistance provided.
- 13.3.5 Benefit coverage for medical services, dental care, extended health, group life, accidental death and dismemberment, disability income and superannuation will be continued with no change to be premium-sharing arrangements. For the purpose of salary increases, the employee is regarded as being in full-time attendance. The employee will earn vacation and sick leave at a rate equivalent to the level of assistance.
- 13.3.6 Upon receiving long term assisted leave, an employee is not eligible to receive long term assisted leave for five (5) years after his/her return to the university, except in exceptional circumstances as approved by the President.

13.3.7 Upon returning from assisted leave, the employee will return to his/her previous position and duties, or to an equivalent position as determined by the President.

13.4 Short Term Leave (Ongoing Employees, and Temporary Full-time in excess of six months)

13.4.1 Upon application, the President may grant short term leave (for a period up to 4 months) with full pay and benefits for the following reasons:

13.4.1.1 Attendance at conferences, lectures, short courses or other functions.

13.4.1.2 Professional development funds for other related expenses may be available upon application.

13.5 Jury Duty and Court Appearances

13.5.1 Leave of absence without loss of pay and benefits will be provided to an employee summoned to serve on a jury or when subpoenaed or summoned as a witness in a criminal or civil proceeding not occasioned by the employee's private affairs, or when the employee accompanies a dependent child when the child is subpoenaed or summoned to appear as a witness in a criminal or civil proceeding.

13.6 Political Leave (Ongoing Employees)

13.6.1 The university recognizes the right of every citizen to contribute to the community by entering political life if he/she so desires. However, proper regard must be paid to the needs of the university. Accordingly, leave of absence without pay may be granted for a period of up to six (6) weeks except where the campaign period coincides with a normal vacation period, to enable any employee to contest a federal, provincial or municipal election. This is, however, subject to the discretion of the President who will satisfy himself that the university will not suffer unduly as a result. The request for leave of absence must be submitted at least one month prior to the first day of the leave period.

13.6.2 In the event that the candidate is elected to the House of Commons or the British Columbia Legislature, he/she will be granted leave of absence without pay for one (1) political term, which shall end on the day the incumbent vacates his/her office or is re-elected to a subsequent term.

13.6.3 In the event that the candidate is elected to municipal or local government office, a leave of absence may be granted for a period of duty, if necessary, subject to a reduction in pay at the rate of 1/260 of the person's annual salary per day of leave. The intention is that such leave would be sought on the basis of one-half of one whole day at a time, and would be subject to the

needs of the university being satisfactorily met.

- 13.6.4 Contributions to the benefits plans, including the university's share, shall be the responsibility of the employee when he/she has been granted leave without pay for longer than three (3) weeks.
- 13.6.5 Upon returning from political leave, the employee will return to his/her previous position and duties, or to an equivalent position, as determined by the President.
- 13.6.6 Employees in pursuit of a political office or elected to a political office shall not carry out any political activities on university premises or with university equipment, nor shall other employees carry out any political activities on university premises or with university equipment on their behalf or on the behalf of others.

13.7 Exchange Program (Ongoing Employees)

- 13.7.1 An ongoing employee is eligible to apply for an exchange program after receiving his/her permanent appointment.
- 13.7.2 An exchange program is subject to the approval of the President.
- 13.7.3 The qualifications and suitability of the replacement must be satisfactory to the President.
- 13.7.4 The exchange program shall normally be for a maximum of one (1) year.
- 13.7.5 The exchangee's salary shall be paid by Thompson Rivers University while he/she is on the program. His/her replacement's salary and benefits will be paid by the replacement's institution.
- 13.7.6 Normally, the exchangee's employee benefits shall be maintained while on the exchange program, on the same cost-sharing basis as prior to his/her involvement in the program. If, however, this arrangement leads to difficulties, other arrangements mutually agreeable to the participants and acceptable to Thompson Rivers University shall be made.
- 13.7.7 Upon return from the exchange program, the employee will return to his/her previous position, or to an equivalent position as determined by the President.
- 13.7.8 The exchangee is expected to return to Thompson Rivers University for a period equal to that of the exchange.

13.8 Maternity and Parental Leave

13.8.1 TRU will ensure that maternity and parental leave provisions are in compliance with all current statutes.

13.8.2 Vacation and sick leave will accrue. Paid vacation will be scheduled immediately following the year for which it is attributable.

13.8.3 Pension contributions and service will be in accordance with the College Pension Plan.

13.8.4 The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.

13.8.5 An employee is expected to return to TRU at the conclusion of the maternity and/or parental leave for a period equal to the leave granted. If the employee resigns within the time requirement, the employee shall refund, on a pro rata basis, the assistance provided.

13.8.5.1 Maternity leave

13.8.5.1.1 Female ongoing employees shall, after one year of service, be entitled to 17 weeks paid maternity leave. This 17 week period is comprised of two weeks at 95% salary, and 15 weeks at 95% top-up (the difference between Employment Insurance premiums and salary.)

13.8.5.1.2 The employer shall pay all previously paid benefit premiums during the period of this paid maternity leave. The employee is responsible for all employee paid benefit premiums during the 35 weeks of unpaid parental leave.

13.8.5.2 Parental leave

13.8.5.2.1 The birth mother is eligible for up to 35 weeks of unpaid parental leave. The birth father or adopting parent is eligible for up to 37 weeks of unpaid parental leave.

13.8.5.2.2 The employer shall pay all previously paid benefit premiums during the period of this paid maternity leave. The employee is responsible for all employee paid benefit premiums during the 35 weeks of unpaid parental leave.

13.9 Compassionate Leave or Family Illness Leave (Ongoing and Temporary Full-time in excess of six months)

13.9.1 Upon notification an employee will be granted leave of absence for up to five (5) days per year without loss of pay or benefits for compassionate reasons or because of family illness. Additional compassionate or family illness leave

may be granted by the President or designate.

13.10 Bereavement Leave

13.10.1 An employee will be granted five (5) days leave without loss of pay and benefits in the case of the death of a family member and upon notification to the employer. The President or designate may grant additional bereavement leave.

13.11 Secondment

13.11.1 Following two (2) years of service in a continuing position, and employee may apply to the President to take advantage of secondment to positions internal or external to TRU.

13.11.2 External/internal secondments will normally be no longer than twenty-four (24) months and an individual will normally not be eligible for another secondment until a period of twenty-four (24) months has elapsed following their return to their regular position.

13.11.3 When an internal secondment is approved, the period of secondment shall be counted as time in service in the employee's position for the purposes of pensionable service, eligibility for leave and any salary increases or steps.

13.11.4 When an internal secondment is approved, if the salary range for the position to which the employee is seconded is above the employee's existing salary, the employee shall be paid at the bottom of the new position's range or an additional 10% of their current salary, whichever is greater. If the salary range for the new position is the same or less than the employee's existing salary, there will be no change in the employee's salary.

14 Health and welfare benefits (applicable for an ongoing Employee until his/her 65th birthday)

14.1 Group Life, Basic Accidental Death and Dismemberment (AD&D) and Disability Income Insurance

14.1.1 Group Life, Basic Accidental Death and Dismemberment, and Disability Income Insurance are mandatory. Coverage is provided for employees in accordance with the policies as and when negotiated by the University with the insurers. The basic coverage currently provided is:

- 14.1.2 Life insurance is three (3) times the annual salary with a maximum payout as established as per the policy. The University will be responsible for the total premium for life insurance coverage.
- 14.1.3 Basic Accidental Death and Dismemberment (AD&D) is three (3) times annual salary with a maximum payout as per the policy. The University will be responsible for the total premium for basic accidental death and dismemberment coverage.
- 14.1.4 Disability income insurance is 60% of monthly salary with a maximum payout as per the policy. Employees will be responsible for the total premium for disability income coverage.
- 14.1.5 Group Life, Basic Accidental Death and Dismemberment, and Disability Income coverage is a single option comprised of Articles 14.1.2, 14.1.3, and 14.1.4 above and cannot be taken individually.
- 14.1.6 Details of coverage will be provided by the Human Resources Division. Employees will be informed of subsequent changes in coverage.
- 14.1.7 Voluntary Additional Coverage for Accidental Death and Dismemberment (AD&D) Insurance:
 - 14.1.7.1 Employees may opt for additional coverage for themselves and dependents. Employees will be responsible for the total premium for this voluntary additional accidental death and dismemberment coverage. Details of coverage will be provided by the Human Resources Division. Employees will be informed of subsequent changes in coverage.

14.2 Medical Services Plan (MSP)

- 14.2.1 Employees are eligible for Medical Services Plan coverage in accordance with current statutes of the Province. MSP is mandatory unless alternative coverage is already in effect.
- 14.2.2 The University will be responsible for the total premium for MSP coverage.
- 14.2.3 Details of coverage will be provided by the Human Resources Division. Employees will be informed of subsequent changes in coverage.

14.3 Extended Health Benefits (EHB) Insurance

- 14.3.1 Employees are eligible for Extended Health Benefits coverage. EHB is mandatory unless alternative coverage is already in effect.
- 14.3.2 The University will be responsible for the total premium for EHB coverage.

14.3.3 Details of coverage will be provided by the Human Resources Division. Employees will be informed of subsequent changes in coverage.

14.4 Emergency Travel Assistance (ETA) Coverage

14.4.1 Employees are eligible for Emergency Travel Assistance coverage. ETA is mandatory unless alternative coverage is already in effect.

14.4.2 The University will be responsible for the total premium for ETA coverage.

14.4.3 Details of coverage will be provided by the Human Resources Division.

14.5 Dental Care Insurance

14.5.1 Ongoing employees are eligible for dental care insurance in accordance with the policy and when negotiated by the university with the insurers. Ongoing part-time employees will cost-share the premiums calculated on the percentage of workload.

14.5.2 The coverage currently provided is:
a) Plan A (basic dental services) – 100% payment of claims; and
b) Plan B (major restorative services) – 80% payment of claims; and
c) Plan C (orthodontic services) – 50% payment of claims up to a \$2500 lifetime maximum.

14.5.3 Dental care insurance is mandatory unless alternative coverage is already in effect.

14.5.4 The University will be responsible for the total premium for dental insurance coverage.

14.5.5 Details of coverage will be provided by the Human Resources Division. Employees will be informed of subsequent changes in coverage. Health and Welfare benefits (applicable to an ongoing full-time administrative employee from his/her 65th to his/her 70th birthday)

Life Insurance – 1 x salary
AD&D – 1 x salary
MSP
Extended Health
EAP
Medical Travel
Voluntary Life Insurance
Voluntary AD&D

14.6 Sick Leave

14.6.1 Ongoing Employees

14.6.1.1 Each ongoing employee will accrue to his/her credit 18 days' sick leave per year (1.5 days per month) to be advanced to the member as of his/her initial appointment date and annually on the anniversary of that date.

14.6.1.2 Ongoing full-time employees will receive paid sick days at their full salary. Ongoing part-time employees will receive paid sick days at their pro-rated salary level.

14.6.1.3 The following clause has been grandfathered for those employees who had 10 years continuous service to TRU as of December 31, 2002. "Upon the termination of employment of an employee with more than 10 years' continuous service, a cash payment in lieu of untaken sick leave will be given to a maximum of 60 days. The cash payment will be paid to the employee's beneficiary should termination be due to death."

14.6.1.4 Employees who had less than 10 years continuous service as of December 31, 2002, have had the balances in their sick leave bank recorded as of December 31, 2002, to a maximum of 60 days. Upon termination of employment with more than 10 years' continuous service, a cash payment in lieu of these recorded sick leave days will be given. This clause shall also apply to those employees in positions that are eliminated or declared redundant prior to the employee achieving 10 years of continuous service.

14.6.1.5 Effective December 31, 2002, there will be no sick leave payout for new excluded employees upon retirement or resignation.

14.6.1.6 A maximum of 150 days' sick leave can be accrued to a member's credit.

14.6.1.7 In the event that an employee has used credits from a sick leave advance and his/her employment is terminated, he/she will be required to reimburse the University for an amount equivalent to the overpayment of unearned sick leave credits.

14.6.2 Temporary, full-time in excess of six months Employees

14.6.2.1 Each employee will accrue to his/her credit sick leave at 1.5 days per month of completed service to be available to the member during the term of appointment. Verification of earned sick leave accumulations is available from the Human Resources Division.

14.6.3 Special use of sick leave

14.6.3.1 In the case of illness of a member of the family of an employee, when no one other than the employee can reasonably provide for the needs of the ill person, the employee will be granted use of a portion of his/her sick leave up to a maximum of five (5) working days per year, when his/her request is accompanied by a doctor's certificate, subject to the approval of the employee's immediate supervisor.

14.7 Employee Assistance Program (EAP - Ongoing Employees)

14.7.1 An Employee Assistance Program (EAP) is provided for ongoing administrative employees. Details are available from the Human Resources Division.

15 Pension Benefits

15.1 Canada Pension Plan (CPP) and Unemployment Insurance

15.1.1 Deductions will be made from salary, as per statutory requirements and regulations.

15.2 College Pension Plan

15.2.1 Enrollment in the College Pension Plan is mandatory for ongoing employees. For any other administrative employee, when earnings reach statutory requirements, enrolment is mandatory. Details are available from Human Resources or at www.pensionsbc.ca. The university will match the employee's contributions.

16 Miscellaneous benefits

16.1 Annual Vacation (Ongoing Employees)

16.1.1 Employees shall be entitled to all statutory holidays and to twenty-five (25) days annual vacation, plus one day for each complete year of service to a maximum of thirty (30) days in total.

16.1.2 Vacation entitlement for new employees must be taken following the year in which it was accrued. Vacation entitlement shall be prorated for the first vacation year.

16.1.3 The vacation year shall be the period April 1 to March 31.

16.1.4 Vacation time will normally be taken in at least one (1) week blocks, and is subject to the approval of the employee's supervisor. An employee must use his/her vacation within 1 year from which it is earned. Therefore, vacation earned by March 31 must be taken in the subsequent year by no later than June 30. Unused vacation is lost and not paid out.

16.2 Holiday Pay (Temporary Employees)

16.2.1 Employees on appointments greater than eight (8) months will receive ten (10%) percent of total earnings as holiday pay.

16.2.2 Employees on appointments greater than three (3) months but less than eight (8) months will receive six (6%) percent of total earnings as holiday pay.

16.2.3 Part-time employees on appointments exceeding three (3) months will receive six (6%) percent of total earnings as holiday pay.

16.2.4 Employees on appointments of three (3) months or less will receive four (4%) percent of total earnings as holiday pay

16.3 Annual Holidays

16.3.1 Employees are entitled to the following annual holidays:

<i>New Year's Day</i>	<i>BC Day</i>
<i>Family Day</i>	<i>Labour Day</i>
<i>Good Friday</i>	<i>Thanksgiving Day</i>
<i>Easter Monday</i>	<i>Remembrance Day</i>
<i>Victoria Day</i>	<i>Christmas Day</i>
<i>Canada Day</i>	<i>Boxing Day</i>

And to any other general holiday established by the Government of Canada or the Government of British Columbia

16.3.2 If an annual holiday falls on an employee's regularly scheduled vacation day, the employee shall be given an alternative vacation day at a time agreeable to the employee and the employee's supervisor.

16.3.3 If an annual holiday falls on a normal non-working day and the date on which the holiday is to be observed is not prescribed by law, TRU will establish a substitute. Other than in exceptional circumstances, that day will be the first weekday following the date of the annual holiday.

16.4 Christmas Period

16.4.1 Inclusive of Christmas Day, Boxing Day and New Year's Day, ongoing administrative employees shall in addition to annual vacation have the Christmas closure as non-working days with pay and benefits.

16.5 Tuition Waiver

16.5.1 Preamble

16.5.2 To encourage the professional development and career goals of its administrative employees and immediate family members, Thompson Rivers University (TRU) encourages life-long learning.

16.5.3 To facilitate these professional development goals TRU will support, subject to the regulations outlined below, tuition fee waiver of its credit-based courses, when extra seats are available in a course.

16.5.4 Administrative employees will be granted tuition fee waiver, provided that all fee-paying students are given first priority. If a class size is limited, employees and immediate family members taking advantage of this section shall be expected to make room for fee-paying students. In all cases, fee-paying students shall be given first priority.

16.5.5 If the conditions in Article 16.5.3 & 16.5.4 are met, this section applies to ongoing full-time and ongoing part-time administrative employees and immediate family members. For ongoing part-time employees, the tuition fee waiver is pro-rated based on the appointment percentage. For the purposes of this section, an immediate family member is defined as a spouse or a dependent child, 25 years of age or under.

16.5.6 This section provides course tuition fee waiver only. An administrative employee or an immediate family member benefiting from this section must pay all other costs.

16.5.7 This section shall not apply to continuing education, cost-recovery courses, graduate courses, Juris Doctorate (J.D.) or courses in the Open Learning Division.

16.6 Graduate Education

- 16.6.1 Subject to the availability of departmental funds, TRU may sponsor a Graduate Degree subject to availability of Departmental/Divisional funds with the following parameters:
 - 16.6.1.1 TRU may provide a maximum contribution of \$20,000 for an entire program. That is the total cost.
 - 16.6.1.2 This contribution can take the shape of tuition fees, or assisted leave, or a combination, but the maximum total cost will not exceed \$20,000 for the entire program.
 - 16.6.1.3 The employee must submit an education plan to the Dean/Director, copies to the Vice-President, outlining why the degree is applicable and of benefit to TRU and the employee.
 - 16.6.1.4 After completion of the program, the employee must provide a one year return of service; otherwise the \$20,000 is re-paid on a pro-rated basis.
 - 16.6.1.5 If an employee comes to TRU with a portion of a program already complete (example 1 year of a 2 year program is already complete) before the employee commences employment with TRU, then TRU will only sponsor a pro-rated amount – in this example \$10,000.

16.7 Travel Expenses

- 16.7.1 Employees required to use their vehicles on University business will be paid in accordance with the current approved rates.
- 16.7.2 Meals and other expenses will be reimbursed in accordance with the current approved rates.

16.8 Payment of Professional Dues or Membership Fees

- 16.8.1 If the payment of professional dues or individual membership in a professional association is a position requirement then the University will pay for the professional dues or membership fees.

16.9 Automobile Insurance

- 16.9.1 Administrative employees who are required to use their automobiles in the performance of their duties will be reimbursed in accordance with University policy for the cost in maintaining insurance coverage at a business use level.

16.10 Reimbursement for Relocation Expenses

- 16.10.1 Thompson Rivers University (TRU) will assist new administrative staff employees with the cost of relocation of personal and household effects and travel from the point of origin to the Kamloops or Williams Lake campus.
- 16.10.2 TRU will reimburse reasonable expenses for a house-hunting trip from the point of origin to the Kamloops or Williams Lake campus.
- 16.10.3 Expenses will normally be expected to occur within a reasonable period of time from the date of written acceptance of employment, and the actual starting date. Normally TRU expects that a new employee will complete their household relocation within one year of their first day of work.
- 16.10.4 After commencement of employment, it is the responsibility of the new employee to submit a claim for reimbursement of expenses to the Human Resources Division. Claims shall be in writing and substantiated by originals of required receipts. (Employees should note that original receipts are not required for submission with Income Tax Returns, and that in the event of a tax audit, TRU can provide access to the originals.)
- 16.10.5 New employees should note that moving expenses not reimbursed by TRU might sometimes be claimed as an Income Tax deduction. Employees moving from out-of-province may also qualify for a C.E.I.C. moving expense allowance. Consult the relevant federal agency for information.
- 16.10.6 Relocation expenses are provided to the employee as a 3-year forgivable loan. In the event that the employee voluntarily resigns from TRU prior to the three (3) years of service being completed, the forgivable loan is repayable to TRU on a pro-rated basis.
- 16.10.7 Reimbursement
- 16.10.7.1 The normal reimbursement for relocation expenses will be to a maximum of one month's salary.
- 16.10.7.2 The following are eligible relocation/moving expenses for reimbursement by TRU are as follows:
- a) Travel cost for the employee and his/her dependents from point of origin to Kamloops or Williams Lake, the lesser of airfare or mileage current TRU mileage rates, reimbursable upon receipts.
 - b) Meals to a maximum of current TRU per diem rates for each family member, with receipts.
 - c) Travel costs (airfare or mileage), hotel and meal costs for a three-day house hunting trip prior to commencement of employment for an employee and his/her spouse.

- d) Temporary accommodation and meals at point of origin and destination to a maximum total of five (5) nights without specific written authority, in advance, from the Director of Human Resources.
- e) The moving of personal and household effects to include household pet(s).
- f) Utility hookups at new location.
- g) Legal fees for sale and purchase of a home

16.11 Deferred Salary Leave Plan (Ongoing Employees)

- 16.11.1 Ongoing administrative employees may enroll in the Deferred Salary Leave Plan. Details are available from the Finance Division or https://www.tru.ca/__shared/assets/dlpolicy6726.pdf

17 Job Evaluation (Ongoing positions and Temporary positions in excess of six months)

- 17.1 The purpose of job evaluation is to consider the position to ensure the maintenance of internal equity and the consistent application of job evaluation factors.
- 17.2 All new administrative positions and substantive changes to existing positions shall be evaluated jointly by the AVP Human Resources & Planning and the Director of Human Resources in accordance with the current plan.
- 17.3 Job Evaluation Profile Summaries for all administrative positions will be available from Human Resources.

18 Performance Review (Ongoing Employees)

18.1 Purpose

- 18.1.1 It is the purpose of Thompson Rivers University to ensure that each exempt employee has consistent and regular performance feedback and an opportunity to establish annual performance development goals. To that end, the immediate supervisor of an exempt employee with an ongoing appointment will conduct a performance review and planning meeting at the end of the first year's probationary period and annually thereafter.

18.2 Procedures

- 18.2.1 To initiate the performance review and planning process, the supervisor will meet with the employee and review the employee's current position description including the expected outcomes, key responsibilities of the position and previously identified performance development goals.
- 18.2.2 Article 10.1.2 shall apply in the event of an unsatisfactory job evaluation.

18.3 Personnel File

- 18.3.1 Each employee shall be entitled to reasonable access to his or her official personnel file.
- 18.3.2 Employees may add responses to disciplinary notices placed in their file. Such responses will be attached to the disciplinary notice.
- 18.3.3 Formal disciplinary notices shall be removed from an employee's personnel file on written request from the employee, provided at least twenty-four (24) months have passed and there has been no subsequent formal discipline.

19 Conflict Resolution

19.1 Responsibility for Conflict Resolution

- 19.1.1 It is in the best interests of all parties to support resolution of disputes at the earliest possible stage. TRU is committed to promoting the right to a safe, neutral process for the resolution of conflict. That process shall be fair, efficient and free from reprisal.
- 19.1.2 Recognizing that each individual has both a personal interest in and a share of the responsibility for resolving his/her conflict, TRU encourages and facilitates the use of an informal conflict resolution process.

20 Total Compensation – Comparable Adjustments

- 20.1 In keeping with TRU's desire to hire and retain qualified personnel and to ensure fair and equitable treatment for all TRU employees, a review of administrative salaries and benefits will normally be undertaken each July 1.