



Non-Contract Employees

Terms and Conditions of Employment

Effective January 1, 2015

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1. PREAMBLE AND APPLICATION

The Terms and Conditions of Employment contained herein are applicable to all employees of Vancouver Island Health Authority (“Island Health”), with the exception of those on an individual Contract of Employment and those employees covered by a collective agreement.

Island Health reserves the right to unilaterally make any additions, deletions, or changes to these Terms and Conditions of Employment by providing appropriate notice to employees of any substantive changes.

In addition to these Terms and Conditions of Employment there are specific Island Health policies. In the event of a conflict, Island Health’s Policy prevails. Full access to these Policies and the Terms and Conditions of Employment is available through the Island Health Intranet.

Island Health recognizes and operates in accordance with the common law of British Columbia and all applicable employment-related statutes and regulations in effect in British Columbia. This includes, but is not necessarily limited to, the British Columbia Human Rights Code, the Employment Standards Act, the Workers Compensation Act, the Public Sector Employers Act, and all of their related Regulations.

Throughout this document, where the term or condition calls for the employee to seek the approval of the employer, the employee is expected to seek that approval by first contacting their immediate supervisor. Subsequent steps in the approval process may differ according to the subject matter.

2. DEFINITIONS

A) EMPLOYMENT STATUS

- **Regular** – an employee employed on a continuing basis, on a full-time or part-time basis (15 hours or more per week). Employee entitlements for part-time employees are pro-rated based on the FTE.
- **Temporary** – an employee employed on a term-specific period, on a full time or part-time basis (15 hours or more per week). Temporary employees who are eligible for employee entitlements will be prorated based on the FTE.
- **Casual** – an employee employed on an intermittent, or as needed basis.
- **Employer:** is Vancouver Island Health Authority (Island Health)

B) NORMAL WORK WEEK: 37.5 hours per week.

C) NORMAL WORK DAY: 7.5 hours per day.

D) YEARS OF RECOGNIZED SERVICE: the years of continuous regular status service with Island Health, and where applicable:

- The years of service in organizations that have amalgamated, merged or transferred to Island Health; or
- The years of service in organizations where a service or line of business is amalgamated, merged or transferred to Island Health.

E) COMPENSATION is limited to the annual salary paid to an employee based on the Compensation Reference Plan for healthcare.

3. APPOINTMENT

Work schedules, hours of work and the scheduling of leaves are subject to the approval of the Manager and the organization's policies and administrative practices.

A) PROBATIONARY PERIOD

1. For the first six (6) calendar months of continuous employment, a new regular, temporary, or casual employee shall be on probation, during which time that employee's suitability for continued employment will be assessed.
2. The six (6) month probationary period can be extended, for an additional three (3) months, at the discretion of Island Health.
3. If a former employee is rehired at a later date, the probationary period will still apply and the former employee will be deemed to be a new employee.
4. If a person on contract or performing temporary/casual work is offered regular employment, the probationary period will apply from the date that regular employment began, not the date the contract or temporary/casual work began.

B) PORTABILITY OF BENEFITS (VOLUNTARY CHANGE OF EMPLOYER)

A new regular employee who worked for another employer that is a member of the Health Employer's Association of BC (HEABC) within three (3) months previous to being hired may be credited with portable benefits as defined below:

1. **Annual Vacation:** vacation accrual entitlement based on previous service shall be credited to the employee in accordance with the schedule of vacation entitlement included in these Terms and Conditions of Employment.
2. **Sick Leave:** Unused sick leave credits earned with a previous employer may be credited to the employee, up to the maximum allowed under the Short Term Sick Leave Plan. Employees with an existing pre-2003 frozen sick bank will be entitled to port that sick bank.
3. **Service:** for the purpose of retirement allowance, sick bank payout, and calculation of any severance, service from the previous employer will be recognized. Recognized years of service under this provision are not used to calculate long service recognition or other service entitlements not listed above. There shall be no retroactive application of this provision for employees who did not previously have this entitlement.



C) BRIDGING OF SERVICE – RESIGNATION TO RAISE DEPENDENT CHILD

If a full-time regular employee resigns from employment as a result of a decision to raise a dependent child or children residing with the employee, and is subsequently re-employed by Island Health, upon application the employee shall be credited with the length of service accumulated at the time of resignation. The following conditions shall apply:

1. The employee must have completed three (3) years of full-time service with Island Health;
2. The resignation must indicate that the reason for termination is to raise a dependent child or children;
3. The break in service shall be for no longer than three (3) years, and during that time the employee must not have engaged in remunerative employment for more than six (6) months cumulative;
4. The employee must serve a six (6) month probationary period; and,
5. An employee returning to work under this clause shall retain the former years of service for entitlements.

4. COMPENSATION AND BENEFITS

Island Health relies on the health sector Compensation Reference Plan and salary ranges to establish levels of compensation that are consistent to those of the health authorities in British Columbia and to the health sector based on the duties and qualifications required for a job, and the individual's qualifications, experience and performance.

A) COMPENSATION PRACTICES

1. Island Health's compensation policies and practices will be fair, equitable and consistent with approved public sector compensation principles and policies and in accordance with applicable statutes and regulations.
2. The Health Sector Compensation Reference Plan, established and consistently applied by all Health Authorities, provides assistance to establish compensation that considers an appropriate relationship to the external market and includes a means of establishing and maintaining the internal equity of jobs based on an assessment of overall job value.
3. Circumstances may require employers to address compression or inversion issues between Island Health Non-Contact employees and directly supervised bargaining unit staff. Within the Health Sector Compensation Reference Plan, a premium differential may be established where there is a functional supervisory role, with responsibility and accountability for outcomes.
4. A performance plan will be developed and implemented, and all executive and non-contract employees within the organization shall complete the performance plan in conjunction with their applicable supervisor. Development is a mutual process. The manager will have final approval.

5. Where an employee is eligible, paid overtime will occur only with management's authorization prior to the additional work being performed.
6. The annual salary of employees who are managers under the Employment Standards Act covers all hours worked, which may at times exceed the normal work day or work week. Such employees may be eligible for compensatory time off provisions

B) COMPENSATORY TIME OFF (CTO)

Regular employees who are deemed by the employer to be eligible, may be granted by the employer, up to five (5) days per year in recognition of approved additional hours of work, in accordance with Island Health's administration guidelines.

Compensatory time off (CTO) shall be scheduled by mutual agreement between the employee and the Manager within the calendar year. The time must be used in the year it is earned and cannot be carried over from year to year or paid out.

Employees receiving payment for overtime are not eligible for CTO provisions.

c) ON-CALL

Clinical Administrators On-Call, Clinical Leader On-Call

Regular or temporary employees may receive time off up to a maximum of five (5) days in recognition of scheduled on-call responsibilities. Time off awarded for Clinical Administrator On-Call/Clinical Leader On-Call shall not be carried forward or paid out at the end of each year.

Non-Clinical Employees

Leave of up to five (5) days per year may be provided to non-clinical regular or temporary employees with scheduled on-call responsibilities. Time off awarded for Non-Clinical employees shall not be carried forward or paid out at the end of each year.

D) ANNUAL VACATION

1. Annual vacation time provides regular and temporary employees with a period of time away from the work environment. It is Island Health's intention that all vacation is to be taken as a benefit and therefore employees are expected to utilize their full entitlement each year. Pay in lieu of vacation leave in the current year is not granted; such payments are contrary to the purpose of vacations.
2. Vacation entitlement is used for the year it is earned and is not eligible for cash payout while employed. Vacation must be taken in the year for which it was earned with the exception of a maximum of ten (10) days, which may be carried over into the next period of vacation earnings. Annual vacation entitlement is earned as follows:
 - (a) Up to a maximum of twenty (20) days after one (1) year of service and up to four (4) years of service.
 - (b) After four (4) years of continuous service, one (1) additional day for each additional year of employment, up to a maximum of thirty-five (35) days.

3. Regular part-time and temporary status employees receive vacation entitlement on a prorated basis.
4. Vacation that is carried over must either be taken as vacation time or paid out in the employment year immediately following the employment year for which the vacation is attributable.
5. Eligible employees will continue to earn vacation credits during paid leave, but not during unpaid leave in excess of 20 days.
6. Upon termination of employment, if more vacation has been used up than an employee has accrued year-to-date, the applicable days of pay will be deducted from that employee's final pay cheque.
7. Casual employees receive 8.0% on each pay in lieu of paid annual vacation.

E) STATUTORY AND PAID HOLIDAYS

1. Island Health recognizes the following statutory and paid holidays:
New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving, Remembrance Day, Christmas Day, Boxing Day.
2. Regular part-time employees are paid on a prorated basis. Casual employees are paid 4.6% on each pay in lieu of paid statutory holidays and paid holidays.

5. BENEFIT PLANS

Island Health provides a set of health and welfare benefits plans assuming eligibility criteria are met. Full details of the benefit plans are contained in the Plan booklet.

A) PENSION PLAN

1. As a condition of employment, it is mandatory that employees holding Regular full-time status be covered under the applicable pension plan administered by the Pension Corporation of BC.
2. The terms of this coverage are in accordance with the provisions of the Pension Corporation of BC.
3. Contributions to the plan are made by both Island Health and the employee.

B) CANADA PENSION PLAN

All employees are enrolled in the Canada Pension Plan as of the start date of employment at Island Health. As stipulated by the Plan, premiums are shared between the employee and Island Health. Participation in the Canada Pension Plan is mandatory.

C) SHORT TERM SICK LEAVE

1. Regular full-time and regular part-time employees are entitled to all benefits as provided under this section. Regular part-time employees, however, are entitled to the sick leave benefits on a prorated basis. This will also apply to temporary

- employees of 6 months or longer on a prorated basis. Casual employees are not eligible for short term sick leave.
2. The Short Term Sick Leave Plan (STSLP) is designed to protect employees from the major impact of unavoidable illnesses and accidents that necessitate short term absences from work.
 3. Sick leave credits shall be accumulated on the basis of one and one-half (1½) work days per month, cumulative up to one hundred and fifty-six (156) work days; prorated for part-time employees.
 4. In the event of staff reduction or lay-off, employees who had a disability or sickness claim that commenced prior to the lay-off notice will continue to receive STSLP benefits until those benefits expire.
 5. Sick leave pay shall be computed on the basis of normally scheduled work days and all claims shall be paid on this basis. Sick leave deductions shall be according to actual time-off.
 6. An employee who is unable to report for work due to sickness shall make every effort to notify the immediate supervisor/manager at the earliest opportunity.
 7. Employees who are incapable of providing regular and consistent attendance may fail to meet the requirements for continued employment. Attendance is considered a criterion of performance, and is measured when assessing overall employee performance at work.
 8. The Short Term Sick Leave Plan does not cover occupational illness or injury covered by the Work Safe BC or Canada Pension Plan.

D) SICK LEAVE ENFORCEABLE CLAIM

If an employee has received sick leave payments, and has a legally enforceable claim to compensation or damages for earnings lost during the said period from any third party other than the employee's own insurer under a contract of insurance, the employee shall take all reasonably necessary steps to enforce this claim. If the employee receives payments arising from this claim, the employee shall reimburse Island Health for related sick leave costs and their sick leave bank will be credited for the number of days represented by this payment.

E) LONG TERM DISABILITY (LTD)

The employer offers Long Term Disability (LTD) benefits. Eligibility for LTD is in accordance with the Plan booklet.

F) WORKSAFEBC

Island Health will make contributions sufficient to ensure that employees are covered under the British Columbia Workers' Compensation Legislation.

G) GROUP HEALTH AND WELFARE BENEFITS

1. Medical Services Plan

Where eligible, Island Health will pay the cost of premiums for the regular or temporary employee and his/her dependent(s) for coverage under the British Columbia Medical Services Plan.

2. Extended Health Care Plan

Where eligible, Island Health will pay the cost of premiums for the regular or temporary employee and his/her eligible dependent(s) for coverage under a supplementary Health Services Plan.

3. Dental Plan

Where eligible, Island Health will pay the cost of premiums for the regular or temporary employee and his/her eligible dependent(s) for coverage under a Dental Plan.

4. Group Life Insurance

Where eligible, Island Health will pay the cost of premiums for the regular or temporary employee for coverage under a Group Life Insurance Plan.

5. Dependent Life Insurance

Where eligible, Island Health will pay the cost of premiums for the regular employee for coverage under a Dependent Life Insurance Plan.

6. Accidental Death and Dismemberment

Where eligible, Island Health will pay the cost of premiums for the regular employee for coverage under an Accidental Death and Dismemberment Plan.

7. Employment Insurance Benefits

All regular, temporary, and casual employees (with the exception of independent contractors whose contract terms may vary) are covered in accordance with the provisions of the Employment Insurance Act.

8. Employee & Family Assistance Program

Where eligible, Island Health will pay for the employee and family assistance program (EFAP), which is an independent, confidential, voluntary, short term counseling program.

6. LEAVES

A) PERSONAL PAID LEAVE

Employees holding regular full-time or regular part-time status are eligible for personal paid leave of up to five (5) days per calendar year to address emergent situations. Other personal leaves may be considered at the discretion of the employer. Requests for leave are subject to approval by the manager. Paid leave granted under this section cannot be combined with any other leave. This leave is not cumulative. Unused leave is not eligible for a monetary payout nor can it be carried over into the next calendar year.

B) PERSONAL UNPAID LEAVE

Employees holding regular full-time or regular part-time status are eligible for unpaid leave. Approval of unpaid leave is subject to the operational needs of the department and the approval of the manager. Unpaid leaves in excess of twenty (20) days require the employee to pay for benefit plan premiums if the benefit plan coverage is to continue.

C) BEREAVEMENT LEAVE

1. Bereavement leave of absence with pay shall be granted for up to three (3) working days with consideration of up to two (2) additional days for travel to attend to matters surrounding the death of a member of a non-contract regular or temporary employee's immediate family. Normally, this will mean a spouse, son, daughter, mother, father, (or alternatively step-parent, or foster parent) sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, legal guardian, legal ward, or grandparents, step-child, grandchild and relative permanently residing in the employee's household or with whom the employee permanently resides.
2. Additional paid leave may be granted under exceptional circumstances. These circumstances will be assessed based on their merits at the time of the employee's request.

D) JURY DUTY/SUBPOENAS

1. Time-off shall be granted with pay for scheduled work days that a regular, temporary, or casual employee misses in order to perform jury duty.
2. The employee shall reimburse to Island Health payments received in connection with serving as a juror or as a potential juror during regular work time, with the exception of reimbursement of transportation expenses.
3. The reimbursements outlined in items 1 and 2 shall also apply if an employee is subpoenaed to attend court, provided that the court case is not directly related to personal actions of the subpoenaed employee.

E) VOTING

Time off for voting will be granted in accordance with appropriate statutes and/or regulations for regular, temporary, and casual employees.

F) MEDICAL AND DENTAL APPOINTMENTS

Employees should attempt as much as possible to arrange medical and dental appointments that do not occur during scheduled work time. Employees may be provided reasonable paid time-off for medical and dental appointments where they can only be arranged during scheduled work time.

G) MATERNITY, PARENTAL AND ADOPTION LEAVE

Island Health agrees to pay the regular employees maternity and/or parental leave allowance(s), and for eligible employees, the premiums, where applicable, for health and insurance benefits (Medical Services Plan, Extended Health, Dental, Life Insurance,

Dependent Life Insurance, Long-Term Disability, and Accidental Death and Dismemberment) in exchange for the Employee acknowledging and agreeing that entitlement to and payment of those allowances depends upon her/his returning to work and remaining in the Employer's employ for a period of at least six months as a regular employee after her/his return to work.

The Employee understands and agrees that if she/he does not return to work with the Employer, or if she/he returns to work with the Employer but does not remain actively at work for six (6) calendar months, as a regular employee, after the expiry of her/his maternity and or parental leave, she /he owes the Employer the amount of any allowance(s) received and the cost of health and welfare benefits provided by the employer.

H) MATERNITY LEAVE

Maternity leave will be granted for a period of up to seventeen (17) weeks without pay. The leave can begin as early as eleven (11) weeks prior to the expected date of birth. Employment Insurance (EI) may be available for fifteen (15) weeks of maternity leave. Employees shall make every effort to give at least thirty (30) days' notice prior to the commencement of maternity leave.

I) MATERNITY LEAVE TOP-UP ALLOWANCE

During the two (2) week EI waiting period, eligible regular employees may be entitled to receive 85 percent of normal weekly earnings from the Island Health, prorated for eligible part-time employment. For the remaining fifteen (15) weeks, employees may be entitled to receive a top-up to the EI benefit equal to 85 percent of normal weekly earnings.

In order to receive the top-up allowance, employees must sign the supplemental agreement.

J) RETURNING TO WORK

Regular, Temporary, and Casual employees shall also give at least thirty (30) days' notice of their intention to return to work from such leave. If employees are unable to return to work for reasons related to the birth or termination of the pregnancy, the maternity leave may be extended for up to six (6) weeks.

K) PARENTAL LEAVE

1. Parental leaves can be taken any time within one (1) year of a child's birth but must be taken all at once.
2. Parental leave will be granted for a period of up to thirty-five (35) weeks without pay, which may be taken by birth mothers in combination with maternity leave.
3. Thirty-seven (37) weeks parental leave may be granted if employees are the other parent or birth mothers who are not claiming maternity leave. A maximum of thirty-five (35) weeks of parental benefits may be payable through EI.

4. Employees shall make every effort to give at least thirty (30) days' notice prior to the commencement of parental leave.
5. If employees' children have physical, psychological, or emotional conditions requiring an additional period of parental care, a parental leave may be extended by up to five (5) additional weeks.

L) PARENTAL LEAVE TOP-UP ALLOWANCE

Eligible regular employees will be entitled to receive a top-up to the EI benefit from Island Health equal to 75 percent of normal weekly earnings for a maximum of ten (10) weeks, prorated for eligible part-time employees. In order to receive the top-up allowance, employees must sign the supplemental agreement.

M) ADOPTION LEAVE

1. Adoption leave can be taken any time within one (1) year of the adoption, but must be taken all at once.
2. Adoption leave will be granted for a period of up to thirty-seven (37) weeks without pay. A maximum of thirty-five (35) weeks of adoption (parental) benefits are payable through EI.
3. Employees shall make every effort to give at least thirty (30) days' notice prior to the commencement of adoption leave. Employees shall also give at least thirty (30) days' notice of their intention to return to work from such leaves.
4. If employees' children have physical, psychological, or emotional conditions requiring an additional period of parental care, adoption leave may be extended by up to five (5) additional weeks.

N) ADOPTION LEAVE TOP-UP ALLOWANCE

Eligible regular employees will be entitled to receive a top up to the EI benefit from Island Health equal to 75 percent of normal weekly earnings for a maximum of ten (10) weeks, prorated for eligible regular part-time employees. In order to receive the top-up allowance, regular employees must sign the supplemental agreement.

7. OTHER TERMS OF EMPLOYMENT

A) DISPUTE RESOLUTION PROCESS

Island Health recognizes the right of all employees to receive fair and equitable treatment. If an employee feels that fair and equitable treatment was not received from his/her immediate supervisor/manager, the employee should raise these concerns with that supervisor/manager. If the employee is not satisfied with the outcome of this

meeting, the employee may discuss these concerns with the next level of management within that functional group.

B) ALLOWANCES, EXPENSES, AND FINANCIAL CONTROLS

Please refer to Island Health's policies and processes for the reimbursement of business travel and business-related expenses.

C) PROFESSIONAL DEVELOPMENT & MEMBERSHIPS

1. Approved, budgeted business-related memberships may be paid for by Island Health, subject to available funding and only by prior approval of the manager.
2. Where professional development is initiated by the employee, reimbursement for expenses is subject to the department's ability to pay, funding guidelines established by Island Health and the linkage between the development and the current and future planned development of the employee.
3. Where the employee is required by the employer to undertake training, the cost will be paid by the employer.
4. Managers will consider and approve all requests for reimbursement under this heading consistent with established guidelines.

D) ESSENTIAL SERVICES

Island Health establishes Essential Services Plans to address the provision of services in the event of a labour dispute. The Essential Services Plan includes the scheduling and assignment of employees to perform services and work hours they would not normally undertake. Island Health will follow guidelines and direction from the Labour Relations Board on the scheduling of non-contract employees.

E) EXEMPT AND SAVE HARMLESS

Island Health will indemnify and save harmless employees from any loss, costs, damages, fines or penalties of any nature or kind whatsoever arising from the performance of their duties so long as such duties were performed in good faith, and with reasonable skill and diligence.

8. RESIGNATION, RETIREMENT, TERMINATION

A) VOLUNTARY RESIGNATION

1. Regular and Temporary employees will endeavor to give one (1) month's written notice of their intention to resign.
2. Island Health may waive the required notice period based on individual circumstances.
3. Unused vacation entitlement accumulated to the date of employment termination will be paid out and should not be taken during the notice period.

4. The employee is accountable to return all Island Health property.

B) RETIREMENT ALLOWANCE

1. A Retirement Allowance may be paid to regular employees who have completed ten (10) years of recognized service and who:
 - (a) voluntarily leave the workforce after his/her fifty-fifth (55th) birthday;
 - (b) are required to retire from the workforce because of a permanent medical disability; or
 - (c) die in service.
2. The Retirement Allowance entitlement shall not exceed one (1) week's pay for every two (2) years of service to a maximum of twenty (20) weeks' pay. Proportionate payments shall be paid for service less than two (2) years.
3. An employee is not entitled to a retirement allowance if he/she receives a notice period or severance, or is terminated for cause.

C) PAY-OUT OF SICK LEAVE CREDITS UPON TERMINATION

1. This provision only applies to employees who were covered by the Short Term Sick Leave Plan, with a balance of sick credits as of December 31, 2002 provided that they have ten (10) years of recognized service and who:
 - (a) voluntarily leave the workforce after his/her fifty-fifth (55th) birthday;
 - (b) are required to retire from the workforce because of a permanent medical disability; or
 - (c) die in service.
2. Sick leave credits accumulated after December 31, 2002 can only be used by an employee when he/she is absent due to bona fide sick leave, and will not be paid out upon retirement or termination of employment.
3. Sick leave credits accumulated up to December 31, 2002 can be paid out upon retirement or termination subject to the following:
 - a) December 31, 2002 balance is reduced by usage;
 - b) Employees who ported employment, under Portability Provisions, would port any balance as of December 31, 2002 provided there was no payout of sick balance by the previous employer;
 - c) Pay-out is based on forty percent (40%) of the eligible balance, not to exceed one hundred and fifty-six (156) days.

D) TERMINATION FOR JUST CAUSE

Where an employee gives cause for termination, Island Health may terminate the employee in its absolute discretion, without any notice of termination or pay in lieu of notice of termination. Just Cause for dismissal includes any act by an employee that could seriously affect the operation, reputation or management of Island Health.

E) TERMINATION NOT FOR CAUSE

1. Reasonable Notice - General

(a) Island Health may terminate the employment of an employee at any time, without just cause, by providing the employee with Reasonable Notice (the Notice Period), or Severance in lieu of reasonable notice.

i. The Notice Period is the length of time from the date on which notice of termination is given to an employee to the date on which employment will terminate.

ii. The Notice Period is subject to all applicable statutory and regulatory requirements, including requirements established by the Public Sector Employers Act of British Columbia and Employment Termination Standards, and amendments thereto.

iii. No compensation is required if Island Health has given the employee advanced written notice of termination equal to the number of weeks' pay for which the employee is eligible.

iv. The employee may also be given a combination of notice and compensation equal to the number of weeks' pay for which the employee is eligible.

v. Island Health must not give notice of termination or termination severance in the following circumstances:

- the employee voluntarily resigned;
- the probationary employee is not able to meet the job requirements and has not completed six (6) months of consecutive employment;
- the employee retired;
- the employee was dismissed for just cause;
- the employee was employed for a definite term and the term has expired;
- the employee worked on an on-call basis doing temporary assignments which he/she could accept or reject; and,
- it was impossible to perform the work because of some unforeseeable event or circumstance, or the employee refused reasonable alternative employment.

(b) Employees who are terminated are not eligible for a retirement allowance.

2. Reasonable Notice - Length

(a) Reasonable common law standards shall apply where statute or regulation does not provide otherwise. The Notice Period or Severance must not exceed an amount calculated according to an employment termination plan for the employee that has been approved by the Minister. If no employment termination plan has been approved, the lesser of:

- i. an amount equal to the remaining term of the contract, or
- ii. an amount provided under common law calculated as though the employee were subject to an indefinite term agreement with no provision regarding Severance.

(b) The maximum Notice Period that an employee may be given is eighteen (18) months.

3. Severance in Lieu of Reasonable Notice

(a) Island Health has, in its sole discretion, the additional option of terminating the employee's employment immediately and, unless the parties otherwise agree, paying the employee an amount equivalent to the amount of salary and benefits that the employee would have earned during the Notice Period (the Severance Payment).

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

4. Employer's Options during Notice Period

(a) During the Notice Period, Island Health, in its sole discretion, may:

- i. Require the employee to continue with his/her duties, assignments, tasks or projects (working notice);
- ii. Assign the employee to other duties, assignments, tasks or projects with the same or a successor Employer, notwithstanding that the assignment may amount to a constructive dismissal, if:

- the assignment is reasonably consistent with the employee's ability and responsibility at the time of the assignment; and,
- the employee is not required to relocate unreasonably.

iii. Assign the employee to a non-successor Employer, with the agreement of the employee; or

iv. Excuse the employee from performing all or part of his/her duties.

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

5. Duty to Mitigate

(a) In the event Island Health terminates the employee, the employee has a duty to actively seek and obtain employment. Employment includes entering into a

contract for services either individually or through a sole proprietorship, partnership or corporation.

- (b) If the employee obtains employment during the Notice Period, the employee must immediately advise Island Health in writing of the details of the new employment.
- (c) If an employee commences employment with a public sector employer during the Notice Period or period of notice in lieu, for which severance is provided:
 - no severance covering this period of re-employment is payable; and,
 - the employee must pay the government any amount that is attributable to the period during which the employee is re-employed.
- (d) If an employee is re-employed with a public sector employer at a lower level of compensation, Island Health may provide to the employee an amount equivalent to the difference between the employee's former compensation level and the employee's compensation level upon re-employment for the remainder of the Notice Period.
- (e) If an employee accepts similar employment with an employer not in the public sector during the period of notice in lieu of which severance is given, all salary continuance and benefit coverage will cease immediately on the date that the employee accepts the new employment, and the employee may be paid a lump sum payment equal to fifty percent (50%) of the salary the employee would have received during the remainder of the Notice Period. An employee issued working notice who accepts similar employment with an employer not in the public sector is not entitled to continuation of the Notice Period or any payment in lieu of notice.

6. Long Term Disability at the time of Termination

- (a) If an employee is receiving long term disability benefits at the time of termination of employment, the employee will be entitled to continued disability benefits as provided for in Island Health's benefit plan, or to receive salary in lieu of working notice, but the employee will not receive both.