



UNIVERSITY OF  
**ST. MICHAEL'S COLLEGE**  
IN THE UNIVERSITY OF TORONTO

# Employee Policy Manual

*Approved by the USMC Collegium December 12, 2012*



*“Teach Us Goodness, Discipline and Knowledge”*

**[stmikes.utoronto.ca](http://stmikes.utoronto.ca)**

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*The University of St. Michael's College will hereafter be referred to as "the University".*

## **1. OVERVIEW**

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### **1.1 Introduction**

The Employee Policy Manual governs the personnel policy provisions affecting the employment conditions of the Management/Supervisory and Union-excluded employees of the University. It supersedes the Employee Policy Manual dated June 28, 2010 and its purpose is to formalize the standards by which University employees must operate, serve as a useful reference guide, help to ensure consistency, alert employees to potential problems, and inform them of the University's overall mission and commitment.

Employees should refer questions about policies to their supervisor, or if necessary, Human Resources. However department heads should consult first with Human Resources whenever questions arise about the correct interpretation of policy.

Only the provisions outlined in Part 1 of this Manual are applicable to casual or temporary employees including students employed by the University. Their terms and conditions of employment are governed by the provisions of the Employment Standards Act and any agreement made in relation to their employment at the time of hiring.

### **1.2 Mission Statement**

The University of St. Michael's College, federated with the University of Toronto, seeks to be Canada's leading English-speaking Catholic University.

As a University, St. Michael's is dedicated to the pursuit and sharing of knowledge for its own sake. As a Catholic University, it is committed to the study of the Christian tradition within a context of faith and to fostering the creative engagement of that tradition with the widest range of academic disciplines as well as with other traditions both religious and secular. St. Michael's welcomes faculty and students from every background who want to participate in its life. St. Michael's seeks to provide an environment that fosters the intellectual, moral and spiritual development of its members. It encourages an understanding and respect for the values of the Gospel and their implications for individual and social life.

### **1.3 Our Employees**

The University maintains equality of opportunity for the employment, development and advancement of its employees. The University is committed

to maintaining a safe, secure and clean working environment for its employees, and to communicating with its employees on relevant matters of concern.

All employees of the University are encouraged to discuss any concerns they might have with the level of management they feel is appropriate to deal with those concerns, ideally initially approaching their direct or second removed supervisor. The University maintains up to date employee records and safeguards employees' privacy in accordance with the *Freedom of Information and Protection of Privacy Act*.

#### **1.4 Travel and Related Business Expenses**

Travel expenses will be consistent with the needs of business. Compensation is for actual, approved expenses incurred on University business only. Supervisors who approve travel and related business expense reports are responsible for the appropriateness of the business-related expense and related expense reports. Employees are responsible for the propriety and reasonableness of expenditures, for ensuring that expense reports are submitted promptly, and that receipts and explanations properly support reported expenses. Alcohol, in-room entertainment, and related expenses will not be reimbursed. See USMC HUMAN RESOURCE website for additional information.

#### **1.5 Information**

##### **1.5.1 Protection of Information**

It is every employee's responsibility to ensure that all written and oral communication is as accurate as possible. No employee shall willfully mislead other employees, Collegium members, or the public, about any issue of corporate concern, or give or release to anyone not employed by the University, or to another employee who has no need for it, confidential data or confidential information acquired in the course of that person's duties with the University.

Employees frequently have access to proprietary information of the University or of others, which is confidential and must be protected from unauthorized or inadvertent disclosure. This includes: information contained in business strategies and plans; pending proposals or contracts; unannounced services; research results; financial projections; client, student, and prospect lists; proposed acquisitions and divestitures; computer programs and software; engineering expertise; know how; inventions and the like. Safeguarding of such information is a high priority responsibility of all employees, as is respecting any proprietary or copyright conditions that may exist.

Such information may be given or released only to employees who have a need for such information, or otherwise in accordance with the *Freedom of Information and Protection of Privacy Act*.

##### **1.5.2 Media and Public Relations**

Communications with the media and public regarding the University will originate from a delegate of the President of the University.

#### **1.6 Conflict of Interest**

A conflict of interest occurs when, in the course of his or her duties, an employee is called upon to deal with any matter in which he or she or an immediate family member has a direct or indirect personal interest, whether or not the employee acts or intends to act in a way which is inconsistent with the interests of the University.

Each employee shall make prompt and full disclosure in writing to the employee's supervisor of any conflict of interest. Upon receiving disclosure of a conflict of interest, supervisors shall take such steps as may be reasonable in the circumstances, to ensure the employee is not required to deal with the matter giving rise to the conflict of interest. It must be remembered that a conflict of interest will most often arise without any wrongdoing or improper conduct on the part of the employee. Therefore, employees shall not be disciplined or treated adversely for making prompt and full disclosure of the circumstances.

On the other hand, an employee who, in the course of his or her duties, seeks to advance a direct or indirect personal interest, whether or not there is a detriment to the University, commits a breach of trust. A breach of trust would include:

- i) Influencing or attempting to influence the University to contract with a person, partnership or corporation for any purpose in which the employee has an undisclosed direct or indirect personal interest, or for which the employee reasonably anticipates receipt of some payment, compensation, gift, benefit or favours of any kind whatsoever;
- ii) Accepting from any person or corporation any profit, commissions other payments or favours in the way of price or other advantages, such as loans, services, travel, entertainment or gifts.
- iii) Accepting from any person or corporation any share of profits, commissions or other payments or favours in the way of price or other advantages, such as loans, services, gifts, travel or entertainment in exchange for referral of third parties to any such person or corporation.

University employees will not accept personal gifts where a conflict may exist between the employee's private interests and official responsibilities. Employees may not receive anything of value from any vendor, contractor, or other individual for the purpose of receiving favorable treatment. Nor shall employees solicit or

accept anything of value from these individuals which may place an individual, a department or the University in a compromising position.

The University will not hire or have direct supervisory authority over any person related to a current employee without having properly advertised the job, conducted interviews and obtained the approval of Human Resources. Most properly, the current employee whose family member was applying for a job should declare a conflict of interest to the person to whom they report and obtain the approval of Human Resources.

University employees in supervisory positions will declare a conflict of interest in cases where members of their family are bidding for a contract at the University. Then another supervisor should handle the bidding/selection process and contract management.

#### **1.6.1 Outside Business Activity**

Employees participating in an outside business will not use the University's time, facilities, technology resources or property (i.e. photocopying, stationery, stenographic, voice and data network and infrastructure, etc.) for the benefit of that business. Once a year employees must submit to Human Resources, the University's conflict of interest disclosure form.

#### **1.6.2 Use of University Property**

Employees shall not make use of any property of the University for their personal benefit, gain, or edification, other than property specifically provided by the University for such use as a benefit of employment. The use of computers is governed by the University of Toronto's *Appropriate Use of Information and Communication Technology* policy. Employees are expected to limit their use to the performance of University-related activities, although a reasonable allowance will be made for personal use. Whether or not an amount of personal use would be considered reasonable would depend on the particular circumstances and the applicable laws and policies. Employees are required to abide by all applicable laws and policies in addition to these guidelines. Reasonable personal use does not include in any circumstances the visiting of pornographic websites, the storage or distribution of pornographic material, or the accessing, storage or distribution of unlawful or otherwise inappropriate (within the meaning of the guidelines) information. Employees should not have an expectation of complete privacy in using the University's information and communication technology and related services. The various departments within the University that provide access to information and communication technology have the authority to implement these guidelines and to monitor the usage of their services if they so choose. For more information see the website of the Office of the Vice-President & Provost, University of Toronto.

Employees shall only use the University's property, equipment, supplies, and services for activities associated with the discharge of their duties, unless proper authorization has been granted.

No employee shall sell, transfer, publish, disclose, display, or otherwise make available computer programs, purchased software programs, technological innovations, or other intangible property or rights owned, or used, by the University either while in the employ of the University, or thereafter.

All such property or rights, and any other printed or computer records prepared by an employee during University time will remain the exclusive property of the University (i.e. control logs, forms, daily calendars).

Upon termination of employment, employees shall deliver to the University all correspondence, drawings, documents, and all other property belonging to the University which may be in the employee's possession, or under his or her control. This includes property made or prepared by the employee, and relating in any way to the affairs of the University.

#### **1.7 Discrimination, Harassment and Workplace Violence**

There shall not be any discrimination or harassment in the treatment of employees as prescribed in the Ontario Human Rights Code. Alleged violations may be pursued under the complaint procedure herein unless the matter has been pursued under the Code, in which case, the complaint procedure may not be used.

Sexual harassment shall be considered a violation of the policy on discrimination or harassment. Sexual harassment includes:

- i) Unwanted sexual attention of a persistent or abusive nature, by a person who knows or ought reasonably to know that such attention is unwanted; or
- ii) Implied or expressed promise of reward for complying with a sexually oriented request; or
- iii) Implied or expressed threat or reprisal in the form of either actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request.

Employees will neither engage in nor be subject to threats of physical abuse, physical harm or other forms of workplace violence. All forms of workplace violence will not be tolerated.

Employees shall not engage in or be subject to harassment which comprises a course of vexatious conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient and which is known or ought reasonably to be known to be unwelcome. For clarity, this does not include the proper performance of management functions, the exercise of management

authority or the issuance of discipline to an employee. Workplace violence or harassment described above shall be treated as a serious disciplinary offence and violators will be disciplined accordingly. For further information regarding the aforementioned policies see the USMC HUMAN RESOURCES website.

### 1.8 Employee Political Activity

Employees shall not engage in any political activity - federal, provincial, municipal or University - during working hours or utilize University assets, resources, or property. The responses to requests for contributions addressed to employees will, at all times, remain a personal decision. University employees who are elected officials should arrange appropriate time off for political responsibilities.

### 1.9 Drug and Alcohol Use

All employees will abide by applicable laws and regulations governing the possession or use of alcohol and drugs. The use, sale, purchase, transfer or possession of any restricted or controlled illegal drug, narcotic, alcohol or any other substance while on University premises, or during working hours is prohibited, and will result in dismissal or other discipline.

It is never permissible for employees to attend to their position's responsibilities and duties under the influence of alcohol, or under the influence of any illegal drug.

### 1.10 Smoking

The University's smoking policy goal is a totally smoke-free environment. This policy applies to all University buildings and facilities, including student residences. Department heads are responsible for implementation of this policy in buildings and rooms under their jurisdiction, for communicating it to their employees and students and for resolving disputes which may arise from its implementation. Concerns about the implementation of this policy may be raised by any employee or student and will be dealt with locally within the normal supervisory and administrative structure. Any implementation practices must be consistent with Municipal and Ontario legislation governing smoking. For further information see the USMC HUMAN RESOURCES website.

## 2. APPOINTMENT CONDITIONS - RECRUITMENT, SELECTION & HIRING

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### 2.1 Recruitment and Selection

Any administrative employee, full-time or part-time, who has completed his/her initial probationary period, may apply for an internal transfer. All full-time

job opportunities will be advertised both internally and externally. Selection, if any, will be based on the most qualified candidate for the position.

### 2.2 Hiring

A new employee to the University shall be a probationary employee for one hundred and thirty (130) working days from the most recent date of hiring. The employee's employment may be terminated at any time during the probationary period without notice other than as may be required under the *Employment Standards Act* of Ontario.

#### 2.2.1 Types of Employees

**Classification I** – full-time employees without supervisory responsibilities who are excluded from the union

**Classification II** – full-time employees with supervisory responsibilities and/or professional employees (e.g., accounting, engineering, professional librarians or professional designations approved by the President and some confidentials as designated)

**Classification III** – Senior management and other full-time employees who manage or supervise employees in Classification II

#### 2.2.2 Full-time Employees

Full-time employees have no predetermined end date and hold positions that are considered by the employing unit as part of the employee complement of the unit and whose employment will continue unless terminated by the University or an employee resigns or retires.

#### 2.2.3 Part-time Employees

Part-time employees hold positions for which the University requires staffing only during a specified period of time/hours, which may be up to a year in length.

#### 2.2.4 Exclusions - Casual Employees

Casual/Temporary employees are not employee appointed and are excluded from the terms of the Employee Policy Manual except for Section 1 to 1.10 inclusive.

Terms and conditions of employment for casual employees are governed by:

- i) the provisions of the Employment Standards Act of Ontario including those provisions pertaining to hours of work, public holidays, overtime, vacation pay, notice of termination; and,
- ii) the written agreement made in relation to their employment at the time of hiring.

### 3. GENERAL EMPLOYMENT CONDITIONS

#### 3.1 Hours of Work

##### 3.1.1 Introduction

Division or department heads are responsible for determining the hours, consistent with this policy, during which services will be provided and the staffing levels required to meet the service delivery needs of the division, both at different times of the day and the year. At the same time the University is committed to reasonable flexibility in relation to personal needs such as family care responsibilities within the context of providing consistent service in a cost effective manner.

Full-time employment is based on 35 hours per week. Every employee is entitled to a lunch break without pay.

An employee may request flexible scheduling arrangements in relation to personal needs. Such requests will be considered on an individual basis providing they do not impede the operational efficiency or service effectiveness of the unit.

The work schedule of a unit or an individual within a unit may be changed from the normal work week or a flexible work arrangement may be established, based on the following criteria:

- i) both the number of hours per day and days per week may be varied from the normal hours of work;
- ii) The division or department head will determine the schedule of work and will provide a minimum of one (1) month's notice of an impending change of an employee's regular hours of work (e.g. change in starting time).

##### 3.1.2 Summer Hours

All full-time employees receive a 22 ½ hours work reduction without loss of pay in each calendar year, scheduled by each Department. All part-time employees receive a prorated hours work reduction without loss of pay in each calendar year, scheduled by each Department. The proration of work hours is determined using their actual weekly work hours relative to 35 hours.

##### 3.1.3 Breaks

Employees are entitled to a half hour unpaid lunch break (with the exception of professional librarians and confidentials which are entitled to an hour unpaid lunch break, except as otherwise designated by the President) and one paid fifteen (15) minute break per each continuous half-day worked. Breaks may be taken away from the work area. Breaks may not be accumulated or used to reduce the

normal hours of work. Supervisors are responsible for scheduling breaks so that they do not impede the service effectiveness of the unit.

##### 3.1.4 Health Care Appointments

Wherever possible, employees are required to arrange health-care appointments at times other than during the normal working day. Where an employee is unable to arrange an appointment outside of normal working hours, he/she will be given time off with pay to attend the appointment. In such cases, the employee will attempt to schedule the appointment so as to minimize disruption to the employee's working day.

Where repeated appointments are necessary, it is expected that the employee, in conjunction with his/her supervisor, will schedule appointments so as to minimize disruption to the employee's working day and the operations of his/her department.

In all cases when scheduled appointments are attended during the working day, it is expected that the time will be made up by the employee at a time mutually agreed with their supervisor.

##### 3.1.5 Compensation

The University's objective is to attract and retain highly qualified employees through a fair and comprehensive compensation and benefits program.

##### 3.1.6 Overtime

It is recognized that the University's operation may require overtime work from time to time.

Employees in Classification I will only be paid at the rate of one and one-half (1-1/2) times the regular hourly rate for all authorized work performed in excess of 35 hours per week. No extra payment will be made for any occasional overtime performed which does not exceed fifteen (15) minutes in any one day.

Employees in Classification II will be paid overtime at one-to-one (1:1) for unforeseen emergencies requiring weekend and/or evening work but only if authorized by their supervisor.

All overtime work must be approved in advance by the employee's supervisor.

##### 3.1.7 Vacations/Vacation Scheduling

The Department Head is responsible for determining an appropriate vacation schedule for the Unit and will consider, when possible, the employee's preferences.

Employees earn vacation time with pay (vacation credits) on the following basis:

*For Employee's Service During      Accumulation Rate per Month*

First 12 months	0.833 days
13 to 60 months	1.25 days
61 to 72 months	1.333 days
73 to 84 months	1.417 days
85 to 96 months	1.5 days
97 to 120 months	1.583 days
121 to 144 months	1.667 days
145 to 180 months	1.75 days
181 to 240 months	1.917 days
241 to 300 months	2.083 days
301 or more months	2.5 days

The University shall provide each employee with a statement of vacation entitlement in January of each year.

Vacation entitlement is calculated as earned throughout the vacation year, January 1 to December 31.

Vacation credits continue to be earned during all periods of leave with pay and during periods of unpaid leave for pregnancy or parental leave.

Vacation credits are not earned during periods of unpaid leave or while an employee is absent from work and in receipt of LTD benefits or WSIB benefits in excess of fifteen (15) weeks.

Employees will be entitled to take vacation credits as they are earned. Vacation time is not cumulative from year to year and all vacations, to the nearest complete half day, must be taken between January 1 and December 31.

In the event that special work demands prevent an employee from taking all available vacation days by the end of the calendar year, a request may be made to carry over the days until the end of March of the following year. Approval must be obtained in advance and in writing from both the Department Head and Human Resources.

Employees may be entitled to use up to 10 carried over vacation days for the limited purpose of international travel, once every 3 years. The employee must submit a written proposal to their Department Head and Human Resources describing the destination and time-frame for the international travel. A written response will be provided by the Department Head and Human Resources. In the event that the employee leaves the employment of USMC prior to embarking on the international trip, the approved carry over days will be forfeited.

An employee who leaves the employment of the University shall receive vacation pay based on the unused vacation accrual prior to termination.

**3.1.8 Sick Leave**

Sick leave is defined as absence due to an employee's illness or injury, not incurred in the performance of regular duties, or because of an accident for which compensation under the Workplace Safety and Insurance Act is not payable. The purpose of sick leave is to provide a measure of income protection for employees who are prevented by sickness or accident from performing their duties.

Upon completion of the probationary period an employee may be eligible for sick leave with pay for up to fifteen (15) weeks. However, after the fifth period of absence in any year, no pay will be given for the first three days of absence.

When an employee is unable to report for work because of illness or injury, he/she must notify his/her supervisor and Human Resources a minimum of one (1) hour in advance of his/her scheduled start time. If this is not possible, notification should be given as soon as possible thereafter. Similarly the supervisor and Human Resources should be notified as soon as possible of the employee's probable date of return to work.

A medical Doctor's certificate or completed satisfactory Attending Physician's Statement may be required by the Employer for any absence due to illness or injury, regardless of the duration. Payment of sick pay hereunder will be conditional on providing satisfactory medical justification for the absence due to illness or injury, if requested. Further, following a prolonged absence or serious illness or injury, the Employer may require medical proof of fitness before returning the employee to regular duties.

An employee who is hospitalized during his/her vacation period will be allowed to draw sick leave pay to which he/she is otherwise entitled for the period of time for which he/she is hospitalized provided that the employee furnishes proof of such hospitalization to the Employer. The employee will be allowed to reschedule that portion of vacation during which he/she was hospitalized at a later date.

**3.1.9 (University) Holidays**

The University observes the following holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Simcoe Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and two days designated, usually, as the day before Christmas Day and the day before New Year's Day, but scheduled annually by the University depending on the day of the week on which Christmas Day and New Year's Day fall. The University reserves the right to designate the day(s) of observance.

### 3.1.10 Snow Days

From time to time, the President of the University (or designate) may close the University as a result of circumstances beyond the University's control, such as extremely heavy snowfalls and difficult commuting conditions. Closing the University to the public and cancelling classes does not end the need to provide essential services. In the event the President closes the University to the public, employees are expected to work their normal shift, unless they are released from duties by the University or provide satisfactory evidence to the University that they are unable to stay for work, or conditions were such that they were unable to get to work. Employees who do work when the University is closed will be paid their regular wages for the hours worked and will be given compensating time off with pay at a time to be mutually agreed between the employee and the employee's supervisor. Those employees who provide satisfactory evidence that they cannot stay or that they cannot come in to work will receive their regular straight time wages for the regular hours lost. The University will attempt to offer overnight accommodation and meals on campus to employees that are unable to get home and be back at work to cover a regular shift the next day.

### 3.1.11 Health and Safety

The University is committed to the maintenance of high standards of health and safety in the workplace. The University and the employees shall comply with applicable federal and provincial health and safety legislation and regulations.

The University is committed to the prevention of illness and injury through the provision and maintenance of health and safety conditions on its premises. The University endeavours to provide a hazard free environment and minimize risks by adherence to all relevant legislation and, where appropriate, through development and implementation of additional internal standards, programmes and procedures.

The University requires that health and safety be a primary objective in every area of its operation and that all persons utilizing University premises comply with procedures, regulations and standards relating to health and safety.

The University recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training, to be consulted and to have input and the right to refuse unsafe work where there is an immediate danger to their health and safety or the health and safety of others.

No employee shall be disciplined or discharged for refusal to work on a job or in any workplace or to operate any equipment where it would be contrary to applicable federal or provincial legislation or regulations.

## 3.2 Access to Personnel Files

### 3.2.1 Introduction

In so far as possible, the University will comply with requests under the provisions of current Provincial and Federal legislation. In order to document and administer the employment of employees, the University collects, maintains and uses information relating to pay, benefits/pension, terms of employment, performance, career development, attendance, references and other personal data.

It is a requirement of employment for all employees to provide full contact information.

In cases of internal transfer, the employee's departmental and/or divisional personnel file will be transferred to the employee's new department or division.

The Access to Personnel Files Policy sets out the employee's right to access and add to information collected and maintained by the University. This policy is applied in accordance with the basic principles of the University's Policy on Access to Information and Protection of Privacy.

### 3.2.2 Definitions

*Personnel File:* Records maintained in a departmental or divisional Personnel File or in a Personnel File maintained by Human Resources pertaining to the employment of an employee.

### 3.2.3 Conditions

In accordance with FIPPA, any employee has the right to examine information included in his/her Personnel File, subject to the conditions set out below:

- i) An employee must give reasonable notice, in writing, of a request to examine his/her Personnel File to his/her immediate supervisor or Human Resources, as appropriate.
- ii) The employing department or Human Resources will arrange a mutually convenient time and location for the employee to examine his/her Personnel File in the presence of a departmental or Human Resources representative.
- iii) Access to certain records may be denied at the discretion of the University in accordance with the principles set out in the University Policy on Access to Information and Protection of Privacy. Where access is denied, a list of records removed from the Personnel File will be provided to the employee.
- iv) An employee may not remove or alter information in the Personnel File, but may request correction of information where he/she

believes there is an error or omission. Employees also have the right to add rebuttal documents to the file.

At the employee's request, documents that recognize his/her job-related accomplishments, including certificates, diplomas, degrees, documentation of service on University committees and University or community offices held will be added to his/her Personnel File.

#### 4. GENERAL LEAVES

##### 4.1 Bereavement Leave

In the event of death in the immediate family (children, step-children, spouse, father, mother, grandchildren, sister, brother) of an employee who has completed his/her probationary period, the Employer shall grant a paid leave of absence of up to five (5) successive working days and for father-in-law, mother-in-law, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law or person whose relationship is not defined above, the impact of which is comparable (e.g. a close friend) up to three (3) successive working days for the purpose of making funeral arrangements and/or attending the funeral. Employees may be able to use their Family/Floating leave to supplement this leave.

##### 4.2 Pregnancy Leave

The Employer agrees to grant a maternity leave of up to seventeen (17) weeks, without pay, to any employee who has completed thirteen (13) weeks of employment and who makes a written request for same and provides a Doctor's certificate or a certificate from a certified Midwife verifying the pregnancy. The leave may commence any time up to seventeen (17) weeks prior to the expected date of delivery provided the employee gives the Employer at least two (2) weeks' notice of the commencement date.

Seniority, vacation and pension credits shall continue during an employee's maternity leave, provided the employee fulfills any requirements for said continuation. The Employer shall make the employee aware of any requirements.

For employees with one (1) year of service or more, the Employer will pay ninety-five (95%) percent of salary during the two (2) week waiting period for Employment Insurance benefits, and, for the next sixteen (16) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95%) percent of salary, provided the employee applies for and receives Employment Insurance benefits. For employees who have less than one year of service, the University will pay this top up benefit on a pro-rated basis according to the percentage of a whole year and FTE that the employee worked before the first

day of the leave, provided that the employee applies for and receives Employment Insurance Benefits.

The University agrees to grant up to thirty-five (35) weeks of parental or adoption leave without pay as set out in the Employment Standards Act for any eligible employee who has completed thirteen (13) weeks of employment. For an employee with one (1) year of service or more who is not the biological mother and who takes leave under this subsection, the Employer will pay ninety-five percent (95%) of salary during the two (2) week waiting period for Employment Insurance benefits and, for the next fifteen (15) weeks, will pay the difference between Employment Insurance benefits and ninety-five percent (95%) of salary, provided the employee applies for and receives Employment Insurance benefits. For employees who have less than one year of service, the University will pay this top up benefit on a pro-rated basis according to the percentage of a whole year and FTE that the employee worked before the first day of the leave, provided that the employee applies for and receives Employment Insurance Benefits.

If maternity leave is taken, parental leave must commence immediately following maternity leave. All others must begin parental leave within 52 weeks of birth/adoption or the child coming into their care.

Upon birth or adoption of a child, the parent who is not covered by the above shall be granted up to five (5) days leave of absence with pay. Application for such leave shall be submitted in writing to the employee's supervisor at least five (5) days in advance

Parental leave must be taken within the first month of the birth or an adoption.

##### 4.3 Personal Leave

Employees shall be granted up to four (4) days or up to eight (8) half-days of paid personal leave and/or paid floating leave in any calendar year. Employees shall make their need for personal leave known to their supervisors as far in advance as possible. Reasons for personal leave include, but are not limited to, care of family members, parent-teacher interviews, school trips or concerts, or stepping in when the regular care giver is away. Personal leave days include, but are not limited to, the observance of religious holidays, professional appointments, court appearances, supplementing a bereavement leave or family leave, writing examinations, and attending to emergency situations. In arranging these leaves both the interests of the University as well as the interests of the employee shall be considered. It is expected that the employee will schedule leaves, where possible, so as to minimize the disruption to the operations of the employing department.

#### 4.4 Family Medical Leave

The University will grant compassionate care leave to employees who take leave of absence under the Family Medical Leave provisions of the Employment Standards Act, 2000. For employees with one year of service or more the University will pay up to the equivalent of the maximum possible weekly Employment Insurance benefit for which the employee is qualified during the 2 week waiting period provided that the employee applies for and receives Employment Insurance benefits.

#### 4.5 Jury and Witness Duty

If an employee who has completed the probationary period is called for jury duty or subpoenaed as a witness to give evidence on behalf of the Crown, he/she shall receive a normal day's pay for each work day he/she is absent provided that he/she furnished the Employer with proof and details of jury notice or subpoena and signs over to the Employer any jury duty or witness fee received from the Court or Crown. If an employee is excused from jury or witness duty for one (1) or more scheduled workdays due to Court adjournments or other reasons, the employee must report for work on his/her next regular work day.

#### 4.6 Leave of Absence Without Pay

A Department Head or designate, with the approval of Human Resources, may grant a leave of absence without pay for up to four (4) weeks, subject to the reason for the request and the operational requirements of the department. Such leaves may be extended subject to the approval of the Department Head or designate and Human Resources. Any request for an extension of a leave must be made in writing and approved prior to the expiration of the initial leave. The employee will be guaranteed the right to return to the same position at the end of the (extended) leave period.

#### 4.7 Political Campaign Leave

Employees running for election shall be entitled to a leave of absence with regular salary during the campaign for election as follows:

- i) For election to the Parliament of Canada: the equivalent of one (1) calendar month
- ii) For election to the Legislature of Ontario: the equivalent of one (1) calendar month
- iii) For election to a Municipal Council or Board of Education: five (5) working days
- iv) For election to Mayor or Chairman of City/Town/Regional Council: ten (10) working days

The period of leave need not be taken on consecutive days.

## 5. COMPLAINT PROCEDURE

### 5.1 Introduction

*Complaint* shall mean any complaint or dispute arising between an employee and the University concerning the interpretation, application, administration or alleged violation of any of the University's Employee Policy Manual by any employee Classification I and II, whose terms and conditions of employment are covered by these policies and who has successfully completed his/her probationary period. Complaints with respect to the interpretation, application, administration or alleged violation of any such policies should be addressed as quickly as possible. Every effort shall be made to resolve the dispute through informal discussion with the immediate supervisor. Failing resolution of the complaint through informal discussion, a formal complaint may be filed.

### 5.2 Formal Complaint Steps

#### Step 1:

- i) Complaints shall be in writing and set forth the details of the complaint, a statement of the matter(s) in dispute, the provision(s) or interpretation of the policy that has allegedly been violated and the remedy sought.
- ii) The complaint shall be given to the complainant's immediate supervisor within fifteen (15) working days of the incident or circumstances giving rise to the complaint or within fifteen (15) working days after the complainant became aware of or ought reasonably to have known of the incident or circumstances giving rise to the complaint.
- iii) Within ten (10) working days of receiving the written complaint, the immediate supervisor shall convene a meeting with the complainant. After this meeting, the immediate supervisor will give a written reply within a further five (5) working days.

#### Step 2:

- i) If the complaint is not settled at Step 1, it shall be presented to the Department Head, or designate concerned, within seven (7) working days following receipt of the reply in Step 1 above.
- ii) Within ten (10) working days of receiving the written complaint, the Department Head or designate shall convene a meeting of the concerned parties to the complaint. After this meeting, the Department Head or designate will give a written reply within a further seven (7) working days.

**Step 3:**

- i) If the complaint is not settled at Step 2, it shall be presented to the President, or designate concerned, within seven (7) working days following receipt of the reply in Step 2 above.
- ii) Within fifteen (15) working days of receiving the written complaint, the President or designate shall convene a meeting of the concerned parties to the complaint. After this meeting, the President or designate will give a written reply within a further seven (7) days. This reply shall signify the final determination of the complaint.

**5.3 Complaint Procedure: General Provisions**

- i) The employee may be accompanied by a University colleague.
- ii) Any complaint involving release for reasons of organizational change or restructuring may be commenced at Step 3 of the Complaint Procedure. Such a complaint must be filed within twenty (20) working days of the date on which the employee is given formal notice of termination.

**5.4 Appeals Procedure**

- i) There will be an appeals committee consisting of a representative of Human Resources and three members of the senior management Classification appointed at the beginning of each academic year (September 1).
- ii) Should there be a conflict of interest; the member of the Appeals Committee will excuse themselves and an alternate shall be added to the committee.
- iii) Appeals must be made in formal written form to the President who will inform the Chair of the Committee, who is elected annually by committee members.
- iv) The appeals committee may receive both oral and written submissions from the complainant and the Division Head in question.
- v) The appeals committee makes its recommendation to the President, who will take into consideration the recommendations of the committee when making a decision.
- vi) The report of the appeals committee must be made to the President within three weeks of the formal notification of the appeal.

**6. PERFORMANCE MANAGEMENT****6.1 Introduction**

Performance management is an ongoing process of communication between supervisor and employee. The process is a combination of providing periodic feedback to employees on their progress and on at least an annual basis, formally reviewing and discussing the employee's performance and discussing and developing a training and development plan, as appropriate.

**6.2 The Process**

Performance management reviews will be conducted:

- i) for all new employees to the University, prior to the end of the probationary period; and,
- ii) for all employees who have completed the probationary period of their first appointment with the University, on at least an annual basis.

Employees may request at least an annual performance review when the supervisor has not initiated one.

Performance management reviews will be based on performance expectations related to the duties and responsibilities of the position and/or established goals, and the core competencies of the role which have been discussed with the employee and documented prior to the review period.

The performance management review is a consolidation of the periodic feedback provided throughout the review period. The objectives of the review are:

- i) to formally review and discuss the employee's performance;
- ii) provide the employee with the opportunity to comment on his/her performance and provide evidence of good performance and training attended, of which the supervisor may not be aware;
- iii) identify and review areas that need strengthening, if any, and plan for training and improvement; and,
- iv) discuss and document goals, as appropriate, for the next review period and plan for any training and development required to achieve them.

The performance management review must be documented and signed by the supervisor with a copy provided to the employee. The employee may provide a written response to the performance management review.

The employee may appeal to the next level of supervision if he/she has an unresolved concern regarding the review or the process followed.

Performance management review documents and employee responses will be retained in the employee's personnel file.

## 7. TERMINATION OF EMPLOYMENT

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### 7.1 Introduction

Both the University and the employee have the right to sever an employment relationship.

An employee's employment with the University constitutes a contract in law and therefore, termination of employment by the University, where this is necessary, must be in keeping with relevant legislation, such as the *Employment Standards Act*.

Where termination occurs for reasons other than just cause, individuals must be treated fairly and appropriate severance arrangements made. Where termination is for cause, employment may be terminated without notice or severance. Any employee whose employment is terminated by the University has access to the Complaint Procedure with the exception of probationary employees.

In all cases of involuntary termination, the supervisor must receive the approval of his/her Division Head prior to the termination of an employee's employment.

### 7.2 Voluntary Terminations

An employee's resignation should, whenever possible, be given to his/her supervisor, in writing, with a copy to Human Resources, as early as possible. The letter of resignation must specify the effective date of termination (or notice period) which should be at least two weeks (more if possible) unless a shorter period of time is mutually acceptable.

Resignations should be confirmed by Human Resources, in writing, and are binding on the employee and the University and cannot be changed except by mutual agreement.

### 7.3 Involuntary Terminations

#### 7.3.1 Termination of Probationary Employees

If, after consultation with Human Resources, it is determined that an employee will be terminated during the probationary period, the employee will be given appropriate notice by the University in accordance with the *Employment Standards Act* of Ontario. (See Termination for Reasons of Performance below.)

#### 7.3.2 Discharge for Willful Misconduct

Willful misconduct implies an act of such gravity and seriousness that it constitutes a breach of the employee's fundamental obligations to the employer, and is therefore grounds for immediate dismissal.

If in the opinion of a Department Head, an employee has committed an act such as willful misconduct, theft, violence, negligence of duty, persistent insubordination, failure to follow policies, abandonment of position, or breach of confidentiality, the Department Head must initially discuss the matter with the employee if the employee can be contacted.

In any situation of willful misconduct, Human Resources should be contacted immediately to review and discuss the best way to handle the particular incident.

If the review of the situation and other relevant facts so warrant, notice of discharge shall be given to the employee and his/her employment terminated immediately.

Under certain circumstances, at the determination of Human Resources, it may be appropriate to place the employee on leave with pay pending further investigation. If upon investigation the allegation is not confirmed to warrant dismissal, the employee will be reinstated. If the investigation confirms that dismissal is warranted, employment will be terminated immediately, with no notice, pay in lieu of notice or severance payment.

#### 7.3.3 Termination for Reasons of Performance

While performance issues are related to the employee's responsibility to carry out job duties proficiently, satisfactory performance also comprises such expectations as regular attendance and adherence to work schedules, and on-the-job behaviour with co-workers that supports and enhances the effectiveness of the work unit.

Performance issues, relating to probationary and post-probationary employees, should be discussed with Human Resources at an early stage to ensure the situation is handled in the best way, including required documentation and advice on notice/severance entitlements, if applicable.

All performance discussions should be documented clearly setting out the areas of performance requiring improvement, the supervisor's expectations and required results, support available to the employee, and a time frame during which performance must improve.

- i) Probationary Employees:
  - a) For all new employees to the University, the probationary period is one hundred and thirty (130) working days.
  - b) Periodically, during the probationary period, the supervisor should provide ongoing feedback to the employee to ensure the

employee is aware of any performance deficiencies and the steps necessary for improvement.

- c) Prior to the end of the probationary period, the supervisor should meet with the employee to review his/her performance during the probationary period and in cases where employment is not to be confirmed, notice of termination will be given.
- d) Under certain circumstances, it may be appropriate to extend the probationary period for a specified period of time. In such cases, the supervisor should discuss the reasons for the extension, the expectations which must be met in order for employment to be confirmed and the extended probationary period end date and that employment will be terminated should the performance expectations not be met, and confirm these details in writing.
- e) Under no circumstances should the probationary period expire without either employment being confirmed, the probationary period extended or employment terminated.

A probationary employee whose employment is terminated is not entitled to the Complaint Procedure.

ii) Post-Probationary Employees:

- a) An unsatisfactory performance on the part of an employee who has completed his/her initial probationary period with the University should be managed in a similar fashion to probationary employees.
- b) The supervisor should provide ongoing feedback to the employee to ensure the employee is aware of any performance deficiencies, the steps necessary for improvement, the support available including training, and a reasonable time frame in which to improve. Discussions should be documented in writing.
- c) In cases where there is insufficient improvement, the supervisor will advise the employee, in writing, that his/her employment will be terminated unless the required improvement is made by a specified date. No later than the specified date, if performance expectations are still not met, a formal letter of notice of termination will be given to the employee.

### 7.3.4 Notice of Termination

Employees will receive notice of termination in accordance with the Employment Standards Act of Ontario except where termination is for cause.

### 7.3.5 Severance Pay

Severance pay will be based on the provisions of the *Employment Standards Act of Ontario*.

## 8. ORGANIZATIONAL CHANGE & RELEASE

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### 8.1 Introduction

Budget cuts, departmental reorganizations, the introduction of new technology, procedures or other factors may require the University to change or eliminate positions.

### 8.2 Communication of Change

When the need for change has been identified, the employing Department, in consultation with Human Resources, will advise employees in the Department of the reason for the change, and the effective date of the change.

## 9. PENSION

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All regular (non-probationary) full-time employees will, after satisfying the appropriate eligibility period, be required to participate in the Contributory Retirement Plan of the University of St. Michael's College, in accordance with the terms and conditions set out in the Plan. See the USMC Human Resources website or contact Human Resources for more information.

## 10. BENEFITS

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### 10.1 Introduction

Benefits provided to Classification I, II and III employees of the University include, Short Term Disability, Long-Term Disability Plan, Group Life – Basic, Survivor Income Benefit, Accidental Death & Dismemberment, Dental Care Plan, Extended Health Care Plan, Vision Care Plan, Child Care Benefit and Employee Assistance Plan.

As the specific provision of these benefits may change over time, see the USMC Human Resources website or contact Human Resources for more information.

### 10.2 Fee Waiver for Dependants

Dependants of University employees shall be entitled to the benefits of the Fee Waiver for Dependants Policy.

**10.2.1 Introduction**

In order to assist employees who have dependants or a spouse who wish to pursue University studies, towards their first undergraduate degree or certificate, the University will extend to the dependants of such employees a waiver of the academic tuition fee for specific University of Toronto and University of St. Michael's College programmes. The terms and conditions of this employee benefit are described below.

**10.2.2 Terms of Reference**

An eligible spouse or dependant must have met the admission requirements for the qualifying programme and have followed the normal procedures regarding application for admission and registration before application is made for tuition waiver.

For the purposes of this policy:

“*Dependant*” shall include the natural, legally adopted, step or foster child of the employee or employee's spouse, who is dependent on the employee or spouse for financial support;

“*Spouse*” shall mean spouse as defined in the Ontario Human Rights Code as amended by the Spousal Relationships Statute Law Amendment Act, 2005.

“*Academic Tuition Fee*” by definition excludes application, registration, service, examination and other incidental fees.

**10.2.3 Eligibility**

This benefit is available to:

- i) Employees of the University.
- ii) Employees on approved leave of absence, who are maintaining enrolment in benefit programmes.
- iii) Dependants, or spouse, proceeding towards a first degree or certificate in a qualifying programme (not special students). Qualifying programmes are described under PROVISIONS (below).

**10.2.4 Provisions**

Eligible dependants will have their academic tuition fee waived for each academic year of the programme until the degree or certificate is awarded.

The academic tuition fee waiver is applicable to programmes, which lead to a first undergraduate degree or certificate, with the following exceptions:

- i) Undergraduate degrees or certificates which require prior undergraduate preparation since admission is normally gained directly from high school;
- ii) Programmes of the Royal Conservatory of Music;
- iii) Programmes of the School of Continuing Studies; and
- iv) Woodsworth College diplomas

In cases where a programme requires undergraduate preparation, only the undergraduate courses taken as part of the preparation are eligible for the tuition fee waiver.

For clarity, the fee waiver is applicable to the Transitional Year Programme and Academic Bridging Programme. Where a student receives a scholarship, which provides for the payment of fees, the terms of the scholarship will apply prior to any waiver of tuition under this policy.

Questions concerning this policy should be directed to the Human Resources office. The value of the tuition waiver under this provision is a taxable benefit to the employee.

This Policy is conditional on the University of Toronto continuing to permit access to the employees and their dependants at no cost to the University.

**10.3 Educational Assistance Policy**

Employees shall be entitled to the benefits of the Educational Assistance Policy as outlined below.

**10.3.1 Introduction**

In keeping with its policy objective to provide employees with opportunities for personal development and establish a working environment that will encourage them to develop their abilities, the University has designed this practice on Educational Assistance. Its provisions define the extent to which the University will financially assist employees to further their formal education.

**10.3.2 Terms of Reference**

Qualifying employees referred to below are those employees that are eligible in terms of University service (described under ELIGIBILITY in this section) and have academic acceptance from the Faculty, School, Centre, etc., from whom the course is to be taken and the approval of the Department Head and Human Resources before beginning the course as described under PROCEDURES below.

**10.3.3 Eligibility**

Employee Classifications I, II, and III

#### 10.3.4 Provisions

##### 1. *One hundred (100) percent Tuition Waived*

Tuition fees are waived for a qualifying employee taking:

- i) A University of Toronto degree course, up to and including the Master's level. For undergraduate courses, the maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the summer session and reimbursement will be limited to the equivalent general Arts and Science course tuition fee. For Master's level programmes, the tuition waiver shall be limited to the part-time programme fee or \$3000 per academic year, whichever is less. The University will also waive the balance of degree fee, to the lesser of the equivalent remaining programme fee or \$3000 per year, so long as the employee has already received a tuition waiver under this policy; or
- ii) A University of Toronto course taken as part of the "Academic Bridging" programme; or
- iii) A University of Toronto course taken as a "special student"; or
- iv) A diploma or certificate programme offered through Woodsworth College or other University of Toronto academic divisions, for which students are registered as University of Toronto students and receive diplomas at Convocation in accordance with the University Policy on Diploma and Certificate Programmes. The maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the summer session and reimbursement will be limited to the equivalent general Arts and Science course tuition fee.
- v) Courses offered by the school of Continuing Studies that are work or job related, up to a maximum of \$500 per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of \$250 per course, with a combined maximum six (6) courses per academic year.
- vi) Courses should be taken outside of normal working hours. However, if the course is not otherwise available, one such course at a time may be taken during normal working hours with the pre-approval of the Department Head and Human Resources and alternative work arrangements are made to make up for the lost work time.

##### 2. *Fifty (50) per cent Tuition Reimbursed*

Fifty (50) per cent of tuition fees will be reimbursed to a qualifying employee who shows successful completion of a job-related course given at a recognized educational institution (other than in 1. above). Such courses should be taken on the employee's own time, after normal working hours and must be any of the following:

- i) Individual skill improvement courses, which are related to the employee's present job or to jobs in the same field to which the employee might logically aspire;
- ii) Courses of study leading to undergraduate certificates, diplomas or degrees offered at recognized educational institutions; or
- iii) Such courses must either be an asset to the employee in the performance of his/her present job or directly related to his/her potential career. Individual courses, even though unrelated, will qualify provided they are a part of an eligible certificate, diploma or degree programme.

The Educational Assistance programme is conditional on the University of Toronto continuing to permit access to its programmes and courses to employees and their dependants at no cost to the University.

## CONTACT US

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