FROST STUDENT ASSOCIATION

Human Resources Policies Manual

**January 16, 2018**

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Treatment of Employees General Policy

It is the Frost Student Association’s policy to treat its employees fairly and professionally and, in return, the Frost Student Association expects its employees to adhere to standards of conduct and performance that are established to enable all to work together to achieve the objectives of the Frost Student Association.

General Standards of Conduct and Performance

Employees are expected to arrive at work before they are scheduled to start and be at their work station or place of work and productively engaged in the business by the scheduled start time.

All time off (except sick leave) must be requested in advance and submitted in email or writing, as outlined in Sections 5.2 and 6.4 of this policy.

The Frost Student Association views attendance as an important facet of a job performance review.

Employees should not abuse sick leave or lunch periods and not leave early without appropriate approval.

All employees are to cooperate with reasonable requests from co-workers.

Each employee is to respect the confidentiality of sensitive and/or personal information. Such information should not be repeated, discussed or removed from the office except for legitimate reasons.

Each employee is to safeguard personal property.

Each employee is to maintain appropriate work-place behaviour that fosters positive relationships and teamwork.

Respectful Workplace

Working to foster a respectful workplace includes, but is not necessarily limited to, the following:

Each employee is to respect the rights of others.

Each employee is to be courteous towards co-workers and others. Disruptive, discourteous and/or insubordinate conduct will not be tolerated.

Safe Workplace

The Frost Student Association will cultivate and maintain a safe workplace that exceeds the standards as set forth in the Occupational Health and Safety Act (1990). The Board of Directors and the Fleming Student Association management are responsible for ensuring compliance.

Conflict of Interest

A Conflict of Interest exists when there is a divergence between an employee’s personal interests and his or her professional obligations to the Frost Student Association as an employee. Employees shall seek to avoid Conflict of Interest situations.

Employees shall make full, timely and ongoing disclosure of a Conflict of Interest or a potential Conflict of Interest in accordance with the procedures established from time to time.

The Frost Student Association Board of Directors may determine that the activity which constitutes the Conflict of Interest will be permitted, and may impose such terms and conditions as it determines are appropriate.

Some Examples of Conflict of Interest are presented for illustration purposes and are not intended to represent all the possible situations.

Influencing the purchase of equipment, materials or services for the Frost Student Association from a company or firm in which the employee or related persons have a financial interest.

Accepting gifts, benefits or favours from individuals or firms with which the Frost Student Association does business, except as token courtesies.

Directing students or employees of either the College or the Frost Student Association to conduct work for a company or firm in which the employee or member, or related persons, have a financial interest.

Use of Frost Student Association’s property, resources or facilities for the employee’s personal benefit or the benefit of related persons.

Participating in or influencing the appointment, hiring, promotion, or evaluation of a related person.

Nepotism

Immediate family members and members of the same household are not to be employed in any position where one has direct authority concerning the other.

Employees should neither initiate nor participate, directly or indirectly, in employment actions (initial employment, selection or appointment, retention, promotion, any discussions or actions involving compensation or salary, work assignments, leave of absence, etc.) involving members of their immediate family or household.

For the purposes of this statement, immediate family includes all relatives, such as, but not limited to, the following: spouses, domestic partners, children (including step-children and foster children), parents, step-parents, grandparents, grandchildren, in- laws, siblings (including step-brothers and step-sisters), nieces, nephews, aunts, uncles, cousins, personal friends or associates.

Software and Other Frost Student Association Property

The Frost Student Association will provide employees with the necessary equipment to perform the requirements and responsibilities specific to their job. This equipment shall be used for professional use only related to the job responsibilities. Employees are encouraged to be prudent should the equipment be used for occasional personal use, or removed from the physical confines of the Frost Student Association or when the job specifically requires use of company equipment outside the physical facility of the Frost Student Association. Employees must consult with the President or Designate should they be uncertain as to what constitutes personal use.

Frost Student Association Property may include the following;

1. computers and all peripheral devices
2. internet access
3. cellular telephones
4. access codes or keys to permit access to Frost Student Association facilities
5. any property purchased by the Frost Student Association for purposes of conducting business.

Computers - User Responsibilities

Employees are responsible for exercising appropriate care to protect computer systems against the introduction of viruses. Employees should maintain the conditions of security (including safeguarding passwords), under which access is obtained; check with the appropriate staff member prior to downloading or accessing a file or document, if the source of the file or other circumstances raises doubts about its safety.

Reasonable personal use of computers is permitted, as long as it does not interfere or compromise Frost Student Association business.

Computers purchased by the Frost Student Association are normally delivered with standard software installed, for example Microsoft programs. It is forbidden to install programs for personal, non-business use, without the written permission of the President or Designate

These forbidden programs include, but are not limited to, games, online services, or other programs named by the Frost Student Association Board of Directors from time to time.

The copying of programs installed on computers is not allowed under any circumstances.

The conduct of computer users who access the internet or send e-mail using the Frost Student Association or Sir Sandford Fleming College domain addresses may be perceived as reflecting on the character and professionalism of the Frost Student Association. When engaging in use, whether for personal or official purposes, employees are expected to do so in a responsible and professional manner.

Electronic Communications the Internet

The Frost Student Association provides internet access as a resource to assist employees in carrying out tasks such as e-mail, communications and research to enhance the ability to conduct business. Employees are expected to use the internet responsibly, (i.e., to comply with federal and provincial laws, with the policies the Frost Student Association, with Fleming College IT Appropriate Use Policy, and with normal standards of professional conduct and personal courtesy). Appropriate use of the internet and the e-mail system is the responsibility of every employee.

Access to any offensive, obscene or prejudicial materials is governed by this policy. Failure to comply with this policy could result in immediate termination.

Prohibited Uses

Prohibited Internet activities include, but are not limited to:

1. Solicitation of non-association business, or any use for personal gain, is strictly prohibited.
2. Use of the internet must not disrupt the operation of the Frost Student Association or Fleming College network or the networks of other users. It must not interfere with the Frost Student Association or Fleming College business.
3. Intentionally accessing, posting, storing, transmitting, or disseminating unlawful materials or images, including without limitation, child or other pornography; any content, data or other material which is libelous, obscene, hateful, unlawful, harassing, threatening, offensive, under any of the categories enumerated in the Canadian Charter of Rights and Freedoms, defamatory or which in any way constitutes or encourages conduct that would constitute a criminal offence.
4. Downloading, uploading or disseminating software or programs in violation of copyright laws or intellectual property rights.
5. Participating in chat rooms or blogs that are not work-related.
6. Any other activities designated as prohibited by the President or Designate

At any time, the Frost Student Association reserves the right to monitor computer activities, including internet usage among its employees.

Confidentiality

During the course of employment, employees of the Frost Student Association may become aware or have access to information which is confidential and/or intended for the Frost Student Association use only. Such information may include, but is not limited to, personal information about other employees or members of the Frost Student Association. All employees are required to maintain such information in strict confidence.

Should an occasion arise in which an employee is unsure of his/her obligations under this policy, it is the employee’s responsibility to consult with his/her reporting manager.

Failure to comply with this policy could result in disciplinary action, up to and including termination.

Privacy

The Frost Student Association is committed to safeguarding the personal information entrusted to us by our stakeholders. This information will be managed in accordance with government legislation including as defined by the Freedom of Information and Protection of Privacy Act (1990).

This policy applies to the Frost Student Association and to any person providing services on our behalf.

Personal information means information about an identifiable individual and may include;

1. An individual’s name
2. Address
3. Telephone number(s)
4. Personal e-mail address(is)
5. Age
6. Gender
7. Marital or family status
8. Any identifying information
9. Financial information
10. Education
11. Personal Employee Information

The Frost Student Association will collect, use and disclose personal employee information for the following purposes;

Determining eligibility for employment or volunteer activities including;

* Verifying qualifications and references
* Establishing training and professional development requirements
* Accessing performance and managing performance issues should they arise
* Administering pay and benefits (where applicable)
* Processing employee work related claims
* Complying with applicable laws (Canada Income Tax Act, etc.)

The Frost Student Association may collect, use and disclose the amount and type of personal employee information that is reasonable to meet the purposes as described above. The following is a list of personal employee information that may be collected, used and disclosed to meet those purposes;

Contact information such as name, home address and telephone number

Background checks deemed necessary for the position

Employment or volunteer information such as disclosed on the resume including;

* Educational background
* Work history
* References
* Interview notes
* Letters of offer and acceptance of employment
* Forms
* Background verification information
* Performance review documentation and records
* Emergency contacts
* Benefits information where appropriate
* Financial information including Social Insurance Numbers (employees who receive pay only)
* Other personal information required for the purposes of the employment or volunteer relationship

The Frost Student Association will inform employees and volunteers of any new purpose for which the collection, use or disclosure of personal information is required, or will obtain consent prior to or at the time the information is collected.

The Frost Student Association will obtain the employee’s consent to collect, use and disclose employee or volunteer personal information for purposes unrelated to the employment or volunteer relationship such as, but not limited to;

Providing employees and volunteers with information about the College charity initiatives.

Conditions of Employment

Hours of Operation and Hours of Work Standard Work Week

The Frost Student Association hours of operation during a standard work schedule is 9:00 am. to 5:00 p.m., Monday to Friday, exclusive of Board meetings and functions where office staff periodically may be required to attend. The Auk Lodge hours of operation during a standard work schedule is 11 a.m. until 9 p.m., with the exception of pub nights, where the Lodge may be open until 2 a.m. These hours may be changed at the discretion of the Board of the Frost Student Association.

As the hours of operation are greater than an employee’s typical work day, scheduling of employees and Board Members shall be the responsibility of the President, Designate or Office Manager to ensure that the office is appropriately staffed.

Scheduling

If an employee who regularly works more than three (3) hours a day is required to present himself/herself for work but works less than three (3) hours despite being available to work longer, the Frost Student Association will pay that employee wages for three (3) hours, equal or greater of the following:

The sum of,

1. The amount the employee earned for the time worked, and
2. Wages equal to the employee’s regular rate for the remainder of the time
3. Wages equal to the employee’s regular rate for three hours of work.

It is at the discretion of the President or Designate, Office Manager or Supervisor to allow an employee to end his/her shift prior to three (3) hours, at an employee’s request. If the employee requests to leave early the Frost Student Association will not pay the employee for time missed.

Lunch Hour

There is a normal allowance of one hour for lunch. This lunch hour is regarded as paid time.

Breaks

There is no formal break time.

Overtime

The Frost SA is committed to meeting or exceeding the minimum standards as outlined within the Ontario Employment Standards Act (2000) or any future legislation governing conditions of employment within the province of Ontario. From time to time, the duties of a position may require overtime. Overtime will be paid, or if the employee agrees in writing to be provided with lieu time, after 44 hours per week in accordance with the Employment Standards Act, at the discretion of the President or Designate. Employees must obtain prior approval for any overtime hours to be worked.

Punctuality

Employees are expected to arrive at work before they are scheduled to start and be at their work station or place of work and productively engaged in the business by the Frost Student Association by the scheduled start time.

Harassment

The Frost Student Association believes in providing and maintaining a work environment in which all employees are free from workplace harassment, sexual harassment and discrimination. Such actions are not tolerated and, where possible, are to be redressed.

**“Workplace”** means any place where business or work-related activities are conducted. It includes, but is not limited to, the physical work premises, work-related social functions, work assignments outside the Frost Student Association’s offices, work- related travel, and work-related conferences or training sessions.

**“Harassment”** means engaging in a course of vexatious comment or conduct against a worker that is known, or ought reasonably to be known, to be unwelcome. It may include unwelcome, unwanted, offensive, or objectionable conduct that may have the effect of creating an intimidating, hostile or offensive work environment; interfering with an individual's work performance; adversely affecting an individual's employment relationship; and/or denying an individual dignity and respect. Harassment may result from one incident or a series of incidents. It may be directed at specific individuals or groups.

**“Sexual Harassment”** is any unsolicited conduct, comment, or physical contact of a sexual nature that is unwelcome by the recipient. It includes, but is not limited to, any unwelcome sexual advances (oral, written or physical), requests for sexual favours, sexual and sexist jokes, racial, homophobic, sexist or ethnic slurs; written or verbal abuse or threats; unwelcome remarks, jokes, taunts, or suggestions about a person's body, a person’s physical or mental disabilities, attire, or on other prohibited grounds of discrimination; unnecessary physical contact such as patting, touching, pinching or hitting; patronizing or condescending behaviour; displays of degrading, offensive or derogatory material such as graffiti or pictures; physical or sexual assault.

Retaliation or reprisals are prohibited against any employee who has complained under this Statement of Policy and Procedure, or has provided information regarding a complaint. Any retaliation or reprisals are subject to immediate corrective action, up to and including termination. Alleged retaliation or reprisals are subject to the same complaint procedures and penalties as complaints of discrimination and harassment.

The Frost Student Association recognizes that individuals may find it difficult to come forward with a complaint under this Policy, because of concerns of confidentiality. Therefore, all complaints concerning workplace or sexual harassment or discrimination, as well as the names of parties involved, shall be treated as confidential.

The Frost Student Association’s obligation to conduct an investigation into the alleged complaint may require limited disclosure. No record of the complaint will be maintained on the personnel file of the complainant. If there is a finding of improper conduct that results in disciplinary action, it will be reflected only on the file of the person who engaged in such conduct, in the same way as any other disciplinary action.

Organization and Recruiting

Recruitment and Employee Selection Hiring Procedures

Full-time permanent employees are appointed by and report to the Board of Directors. A Recruitment Panel consisting of at least three Directors and/or Full-time employees, including the President and Vice-President and other third-party experts, as deemed appropriate, will assume responsibility for the Full-time permanent employee(s) recruitment and recommendation to the Board of Directors for approval.

Appointments and starting salaries are confirmed in writing using the Offer of Employment letter templates as approved by the Board of Directors. These Offer of Employment letters must be completed and signed by the candidate indicating their agreement with the terms and conditions of employment as described in the letter and returned prior to or on the first day of work. These Offer of Employment letters must be accompanied by a current Job Description. Any subsequent changes that affect an employee’s status shall be confirmed in writing.

Interview and Selection

Unless specified by the Board of Directors, all interview and selection activities will be conducted with a minimum of two (2) personnel representing the Frost Student Association Staff or Board Members. One of the interviewing parties will be the Manager/Supervisor to which the vacant position reports. Interview panel members are encouraged to conduct the interview in a manner that reflects positively on the integrity of the Frost Student Association.

The hiring decision must be based on a combination of technical ability where appropriate, demonstrated success in similar roles or with similar responsibilities, competencies combined with attributes that match the requirements of the role, and assessed willingness to serve the students who are the Frost Student Association’s clients.

Offer of Employment

An employee’s appointment is confirmed in writing by an Offer of Employment letter stating the conditions of the agreement and signed by the President or designate. Acceptance of the conditions of the agreement is confirmed by employee’s counter-signature of the Offer of Employment letter.

Job Descriptions

The Job Descriptions for all paid positions are to be kept current and complete. It is the responsibility of the President or direct Manager/Supervisor, in consultation with the employee, to ensure that any responsibilities that are added or removed from the position are reflected in a timely manner, such that the Job Description remains as an accurate and complete summary of the responsibilities of the position.

A guideline for the development of Job Descriptions has been created and is intended to be a reference.

Reference and Background Checks Checking References

The Frost Student Association will conduct a minimum of two reference checks in relation to previous employment or character on candidates under consideration for employment, prior to the Offer of Employment being extended.

Criminal Reference Screening

All staff members who, as part of their role with Frost Student Association, will have direct contact with children/youth under the age of 18 will be required to have a Criminal Reference Screening conducted before being officially hired.

Compensation

Overtime

From time to time, the duties of a position may require overtime. Compensation for overtime normally should be provided by compensatory time off and the need for overtime must be pre-authorized by the President or a member of the Board of Directors, as appropriate, in accordance with the Employment Standards Act (2000).

Salary Reviews

Annual salary increases are based upon performance reviews, as well as past performance, any necessary disciplinary action; adherence to all employment policies; salary range of the position; and the financial status of the Frost Student Association.

During the review, salary range and current position within that range will be discussed.

Compensation for Full-time permanent employees are set by the Board of Directors.

Travel Expenses

Employees will be compensated for expenses related to approved travel, consistent with the travel compensation policy set by Fleming College. Staff should receive prior approval from the President or Designate.

Benefits

Health Benefits

Extended Health and Life Insurance Plans

Full-time permanent employees are eligible for the following benefits:

1. Extended Health Care (family or single coverage)
2. Dental Plan (family or single coverage)
3. Life Insurance

The Frost Student Association pays for 100% of the premium cost of (a) to

(c) above.

1. Long-Term Disability Insurance

The full cost of the LTD premium, plus the current rate of Ontario sales tax is payable by the employee.

The benefits for the Frost Student Association staff are provided by a third-party benefits carrier. Please see the website for plan details and claims submission procedures.

Vacation Pay

An employee earns vacation days from their first month of employment. Employees are allowed to take vacation after completion of their initial three (3) month period of service. A vacation year is considered to be the calendar year. This policy applies to all full-time Frost Student Association employees.

Earning Vacation

Employees with three (3) or more months of service will be granted paid vacation in accordance with following schedule:

***Service Vacation***

1 - 2 years 10 days (2 weeks)

3- 5 years 15 days (3 weeks)

6-10 years 20 days (4 weeks)

10 years and over 25 days (5 weeks)

Any deviation from this policy will require the written approval of the President, Board of Directors, Frost Student Association.

Vacation will accrue on a month by month basis, calculated using the following formula, total days eligible annually/12 months = days accrued per completed month of employment.

Example – a 3-year employee is entitled to 15 days of vacation in the calendar year. their vacation accrual is calculated as follows;

15 days/12 months per year = 1.25 days per completed month of employment.

Taking Vacation

Vacation time must be approved by the President or Designate to meet the requirements of the Frost Student Association and, as far as possible, the convenience of the employee. All vacation requests, therefore, must be submitted via email or written correspondence and agreed to via email or writing by the President or Designate.

Accrued vacation is to be taken within the calendar year in which it is earned. Vacation can only be deferred to the calendar year immediately following, at the discretion and on the written authority of the President or Board of Directors as appropriate.

If an employee is on a previously scheduled vacation and Frost Student Association closes officially, the time the office is officially closed will not be charged to accrued vacation leave. The Frost Student Association must be officially closed for at least one-half day for this to be effective.

Vacation cannot be taken in advance of it being accrued.

There is no provision for pay in lieu of accrued vacation, except at termination.

Upon termination of employment, an employee is entitled to receive compensation for unused vacation days accrued at the regular rate of pay. If the employee has taken more vacation than actually accrued at the time of resignation, the unearned vacation will be deducted from the employee’s final pay.

Statutory Holidays

All Full-time and Part-time employees are entitled to receive statutory holiday pay. The amount of public holiday pays to which an employee is entitled is all of the regular wages earned by the employee in the four work weeks before the work week with the public holiday plus all of the vacation pay payable to the employee with respect to the four work weeks before the work week with the public holiday, divided by 20. The Frost Student Association observes statutory and other holidays in alignment with those set by Fleming College, as follows:

New Year’s Day

Family Day

Good Friday

Victoria Day

Canada Day

Labor Day

Thanksgiving Day

Christmas Day

Boxing Day

Other Holidays

1. Simcoe(Civic) Day

Paid Holiday of Non-Working Days

If a paid holiday falls on a non-working day, employees shall take the holiday on the date determined by the President or Designate.

Christmas – New Year’s Period

The office will be closed between Christmas and New Year’s Day with no impact on staff vacation or lieu time for non-statutory days. Staff will be paid for this time.

Absence from Work

Employee Responsibilities

An employee who must be absent due to a non-work related illness or injury must notify his/her supervisor. The Frost Student Association will not require an employee to provide a medical note from a qualified health practitioner when the employee is taking the leave due to personal illness, injury or medical emergency or the illness, injury or medical emergency of a specified relative.

A “qualified health practitioner” means a physician, a registered nurse or a psychologist qualified to practice in Ontario or in another jurisdiction in which care or treatment is provided to the employee or specified family member.

An employer can ask an employee for a note from other types of health practitioners, such as a dentist, physiotherapist, Chinese medicine practitioner, naturopath or registered massage therapist, if it is “reasonable in the circumstances.”

If it is reasonable in the circumstances for the Frost Student Association to require the employee who took leave for their own illness, injury or medical emergency to provide a note from an individual who is not a physician, registered nurse or psychologist, the employer can ask only for the following information:

1. the duration or expected duration of the absence
2. the date the employee was seen by a health care professional
3. whether the patient was examined in person by the health care professional issuing the note

Illness and Sick Leave Definition

Sick leave is absence with pay for time lost due to a non-work related illness or injury, or dental or medical appointments. In the event that the illness or injury is related to the staff member’s immediate family, such absence may be charged to accrued sick leave. Immediate family is defined as parent, step-parent or foster parent; child, step-child or foster child of an employee or the employee’s spouse; sibling; spouse, same sex domestic partner; parent-in-law, daughter-in-law, son-in-law; grandparent, grandchild; legal guardian, or other relative for whom an employee is directly responsible.

Earning Sick Leave

1. Full-time employees are entitled to two (2) paid sick leave days upon completion of ten days of employment with the Frost Student Association
2. Full-time employees who have completed their probationary period are entitled to accumulate paid sick leave credits up to a maximum of twenty
3. (20) days.
4. Sick credits are accumulated based on one-half (.5) days per month starting once they have completed their probationary period of full-time employment, and are credited to the employee on the last working day of that month.

Sick credits are not to be vested with the employee and, accordingly, there shall not be any payout of unused sick credits on termination. In keeping with the spirit of this philosophy, an employee is not entitled to paid sick leave from the Frost Student Association during such periods that he/she is receiving sick benefits from a third-party, such as Employment Insurance, or a long-term disability plan.

Taking Sick Leave

An employee who must be absent due to a non-work related illness or injury must notify his/her supervisor.

An employee who must be absent due to the illness or injury of a member, or members of their immediate family; may charge the absence to accrued sick leave.

An employee who must be absent to accompany a member of their immediate family to a dental or medical appointment may charge the absence to accrued sick leave.

Short-Term Absences

Bereavement Leave

An employee may be allowed up to 5 days’ absence with pay for necessary attendance to funeral matters for death in the immediate family, at the discretion of the President or Designate. Immediate family is defined as parent, step-parent, child, step-child, sibling, spouse, same sex domestic partner, parent-in-law, daughter-in-law, son-in-law, grandparent, grandchild, legal guardian, or other relative for whom an employee is directly responsible.

In the event of the death of other relatives, absence with pay may be granted up to 3 days for funeral attendance, at the discretion of the President or Designate.

Time off with pay may be granted at the President or Designate’s discretion for a staff member to attend the funeral service of other associates or close friends.

Time taken in excess of these allowances may be granted without pay or charged to vacation or floating holiday, if available.

Jury Duty

Employees selected for jury duty will be granted time off without loss of pay.

Employees are permitted to retain their jury duty compensation to defray expenses.

They are expected to report to work on any day or portion of a day (minimum 4 hours) that they are excused from jury duty.

Time to Employees for Voting

Every employee who is an elector is entitled, during voting hours on polling day, to have three consecutive hours for the purpose of casting his/her vote and if the hours of work do not allow for those three consecutive hours, the Frost Student Association will allow the time for voting that is necessary to provide those three consecutive hours. This entitlement applies to federal, provincial and municipal elections.

The time that the President or Manager allows for voting under (I) above, is at the convenience of the Frost Student Association.

The Frost Student Association will neither make a deduction from the pay of an employee, nor impose a penalty, for the time that is allowed for voting.

Personal Business

At the discretion of the President or Designate, employees may have reasonable time off with pay for non-medical professional appointments or other personal business that cannot be arranged during non-working hours.

Family Medical Leave

1. Entitlement to leave - An employee is entitled to a leave of absence without pay of up to twenty eight (28) weeks to provide care or support to a spouse, parent, step-parent or foster parent; a child, step-child or foster child of an employee or the employee’s spouse; a child who is under legal guardianship of the employee or the employee’s spouse; a brother and any individual prescribed as a family member for the purpose of this policy, if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of 26 weeks or such shorter period as may be prescribed.

1. Earliest date leave can begin - An employee may begin a leave under this section no earlier than the first day of the week in which the period referred to in the above section begins.

Anyone wishing to take leave under this section must advise the President or Designate in writing that he/she will be doing so. If the employee must begin the leave before advising the President or Designate, this should be done in writing as soon as possible after beginning it.

1. Latest date employee can remain on leave

An employee may not remain on a leave under this section after the earlier of the following dates:

1. The last day of the week in which the individual described in i) above dies.
2. The last day of the week in which the period referred to in i) above ends.

Pregnancy and Parental Leave

Pregnancy Leave

A pregnant employee is entitled to a leave of absence without pay, unless her due date falls fewer than 13 weeks after she commenced employment.

An employee may begin her pregnancy leave no earlier than the earlier of,

1. The day that is 17 weeks before her due date; and
2. The day on which she gives birth.

Subsection (b) above does not apply with respect to a pregnancy that ends with a stillbirth or miscarriage, although the Sick Leave provisions above, may apply.

Parental Leave

An employee who has been employed by the Frost Student Association for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee’s custody, care and control for the first time.

Parental leave may begin no later than 78 weeks after the day the child is born or comes into the employee’s custody, care and control for the first time.

An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time.

An employee wishing to take parental leave is required to give the Frost Student Association written notice at least two weeks before the day the leave is to begin.

Professional Development

In order to foster employee self-development and to make optimum use of human resources, the Frost Student Association has adopted the following policy relative to skills upgrading and educational opportunities:

Courses, Seminars and Conferences

When an employee attends a course, seminar or conference at the request of the Frost Student Association, the full cost of such attendance (including course fees and such expenses as travel and accommodation) shall be borne by the Frost Student Association.

The employee is encouraged to work in conjunction with the President or, where appropriate, the Board of Directors of the Frost Student Association to identify skill gaps that would be reduced through participation in courses, seminars or conferences.

Tuition Reimbursement

Participation in evening study or part-time courses taken on the Employee's Initiative may be considered.

After discussion with the President or Board of Directors representative, any employee initiating evening or part-time study that is deemed to be in support of the employee’s current role or immediate and stated near-term career goals may be considered by the Frost Student Association. A percent of tuition equal to fifty (50) percent (including the costs of textbooks and supplies) will be reimbursed upon successful completion of the course. Prior written approval from the President or Designate is required. The Frost Student Association reserves the right to cap tuition re-imbursements, as deemed appropriate. If an employee’s employment is terminated while attending any approved part-time course or program, tuition reimbursement will not apply.

This policy applies to full-time employees and twelve month continuing limited term

employees who have completed twelve (12) months of service with the Frost Student Association.

This tuition reimbursement is available to eligible employees for any credit course offered by the College or other agreed-upon recognized academic institutions provided the employee is accepted into the course. The employee is subject to the same conditions as students from the general public.

No more than two non-credit courses may be taken by an individual employee during any one calendar year.

Normally, an individual employee may not qualify for tuition reimbursement for the same non-credit course more than once in any three-year period.

When possible, the courses attended should be scheduled outside the employee's normal working hours. When this is not possible, discussion and agreement with the employee’s immediate manager should focus on the use of alternate means to recover time lost in transit or while in class.

Memberships in Approved Associations

If the Frost Student Association makes it a condition of employment that an employee join or maintain membership in a professional association or society, the Frost Student Association will pay the annual membership fees of the association or society. The Frost Student Association will not pay initiation fees.

The Frost Student Association will not pay fees, if it only requires that an employee be eligible for membership in a professional association or society. The Frost Student Association will not pay fees, if an employee opts to belong to such an association or society of their own volition.

In certain instances, the Frost Student Association may wish to obtain an association or society membership for their interests. Such memberships should be in the name of the Frost Student Association, unless the association requires the name of an individual. The President of the Board of Directors will approve such memberships.

Health and Safety Policy

Occupational Health and Safety Act (OHSA)

The Frost Student Association is vitally interested in the health and safety of its employees. Protection of employees from injury or occupational disease is a major continuing objective. The Frost Student Association will make every effort to provide a safe, healthy work environment. All supervisors and employees must be dedicated to the continuing objective of reducing risk of injury and must be trained properly.

The Frost Student Association, as employer, is ultimately responsible for employee health and safety.

Managers and Supervisors will be held accountable for the health and safety of employees under their supervision. Managers and Supervisors are responsible to ensure that the work environment is safe and that employees work in compliance with established safe work practices and procedures. Employees must receive adequate training in their specific work tasks to protect their health and safety.

Every employee must protect his or her own health and safety by working in compliance with the law and with safe work practices and procedures established by the Frost Student Association.

It is in the best interest of all parties to consider health and safety in every activity. Commitment to health and safety must form an integral part of the Frost Student Association, from the Board of Directors to the employees.

Accessibility for Ontarians with Disabilities Act (AODA)

It is the policy of the Frost Student Association that its working environments will be maintained free from discrimination and harassment as prohibited by the Ontario Human Rights Code (1990), and the Accessibility for Ontarians with Disabilities Act (2005) (AODA).

It is the policy of the Frost Student Association that every employee, student and customer has a right to equitable treatment with respect to employment, services, goods, facilities, accommodation, and membership in vocational associations without discrimination in accordance with the provisions of the Ontario Human Rights Code (2012).

The Frost Student Association is committed to providing accessible service for its customers. Goods and services will be provided in a manner that is based upon the principles of dignity, independence, integration, and equal opportunity to all of its customers. The provision of goods and services to persons with disabilities will be integrated, wherever possible. Persons with disabilities will benefit from the same services, in the same place and in a similar way as other customers.

Definitions (from Accessibility for Ontarians with Disabilities Act, 2005)

Disability: Shall mean,

* 1. any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis amputation, lack of physical co-ordination, blindness or visual impediment deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device;

1. a condition of mental impairment or a developmental disability;
2. a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language;
3. a mental disorder, or
4. an injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safety and Insurance Act, 1997.

Accessible shall mean capable of being entered or reached, approachable; easy to get at; capable of being influenced, obtainable; able to be understood or appreciated.

Assistive Device shall mean a device used to assist persons with disabilities in carrying out activities.

Dignity shall mean respecting and treating every person including persons with a disability as valued and as deserving of effective and full service as any other customer.

Independence shall mean freedom from control or influence of others, freedom to make your own choices.

Guide Dog shall mean a dog trained as a guide for a person who is blind and having the qualifications prescribed by the regulations.

Goods and Services shall mean goods and services provided by the Frost Student Association. Service Animals shall mean animals that are used as a service animal for a person with a disability.

Support Person shall mean an individual hired or chosen by a person with a disability to provide services or assistance with communication, mobility, personal care, medical needs or with access to goods or services.

Providing Goods and Service to Persons with Disabilities

The Frost Student Association is committed to excellence in serving all clients and in dealing with stakeholders including persons with disabilities and will carry out its functions and responsibilities to ensure that policies, practices and procedures are consistent with the following principles:

1. The Frost Student Association’s goods and services are provided in a manner that respects the dignity and independence of persons with disabilities;
2. The provision of the Frost Student Association’s goods and services to persons with disabilities is integrated with those provided to persons who do not have disabilities, unless an alternative measure is necessary to enable a person with a disability to obtain, use or benefit from the Frost Student Association’s goods or services;
3. Persons with disabilities are given an opportunity equal to that of persons without disabilities to obtain use or benefit from the Frost Student Association’s goods and services, and
4. To ensure the best possible customer service, the Frost Student Association encourages open two-way communication and expects persons with disabilities to communicate their need for accommodation or assistance, if it is not readily apparent how that need can be met.

Communication

The Frost Student Association is committed to communicating with persons with disabilities in ways that take into consideration their disability. To ensure this,

1. The Frost Student Association’s staff will be trained in how to interact and communicate with customers with disabilities guided by the principles of dignity, independence and equality;
2. Clients with disabilities will be offered alternative communication formats that will meet the needs of the customer as promptly as feasible;
3. Documents will be provided to customers in an alternative format that will meet the needs of the client in a timely fashion, and
4. If telephone communication is not suitable for client’s needs, alternative forms of communication will be offered as required.

Smoking

Employees who smoke must comply with local laws restricting smoking in enclosed public places and workplaces deemed to be 100% smoke free. Therefore, smoking in the office, and any building as a whole, is strictly prohibited.

Alcohol and Banned Substances Policy

The Frost Student Association values its employees and recognizes their need for a safe and healthy work environment. Furthermore, employees abusing drugs or alcohol are less productive and are often a risk to the safety and productivity of the Frost Student Association. The establishment of a Drug-Free Workplace Policy is consistent with the Frost Student Association’s desire to promote a safe and accident-free workplace.

Drug and Alcohol Possession

The Frost Student Association prohibits the use, possession, sale, manufacture, and/or distribution of alcohol and illegal/controlled substances and/or drug-related paraphernalia on Frost Student Association’s premises or while performing duties for the Frost Student Association while away from premises, and/or during working hours.

The exceptions are consumption by persons of the age of majority in Auk’s Lodge and other premises owned by the Frost Student Association which are recognized and licensed by the appropriate regulatory bodies (LLBO) to sell and consume alcohol.

For purposes of this policy, the term “Frost Student Association’s premises” includes all property owned, leased, used, or under the control of the Frost Student Association including, but not limited to, offices, facilities, parking areas, land, buildings, structures, all work locations, vehicles, and equipment.

The substances prohibited by this policy include such items as: any illegal or unlawfully obtained drugs or controlled substances; “designer” or synthetic drugs; “over the counter” or prescribed medications not being used for the purposes or in the manner intended; mood or mind-altering substances; and alcoholic or intoxicating beverages.

Compliance with this policy will be required by the Frost Student Association as a condition of employment for qualified applicants or for continued employment of current employees. The presence of a detectable amount of any prohibited substance in an employee while working and/or during working hours may be deemed a violation of this policy.

The consumption of alcoholic beverages or banned substances during working hours and during paid break periods, or presenting for work under the influence of alcohol or banned substances, is strictly prohibited. No employee may enter or remain upon the premises of any workplace while the employee's behaviour and ability to work is so affected by alcohol or banned substances so as to endanger the health and safety of that employee or any other person.

Harassment and Violence in the Workplace Policy Workplace Violence Policy

The Frost Student Association is committed to the prevention of workplace violence and is responsible for employee health and safety. The Frost Student Association will take whatever steps are reasonably necessary to protect all employees from workplace violence from all sources. Workplace violence includes unwanted physical contact and both written (including e-mail) and verbal threats of violence.

Violent behaviour in the workplace is unacceptable from any person. This policy applies to everyone on the premises of the Frost Student Association, employees, Board members, students, and visitors. Everyone is expected to uphold this policy and to work together to prevent workplace violence.

The workplace violence program includes measures and procedures to protect employees from workplace violence, a means of summoning immediate assistance and a process for employees to report incidents, or raise concerns. The Frost Student Association will ensure this policy and the supporting program are implemented and maintained and that all employees and managers have the appropriate information and instruction to protect them from violence in the workplace.

Managers will adhere to this policy and the supporting program. Managers are responsible for ensuring that measures and procedures are followed by employees and that employees have the information they need to protect themselves.

Every employee must work in compliance with this policy and the supporting program. All employees are encouraged to raise any concerns about workplace violence and to report any violent incidents or threats. Incidents of violence should be reported to the President, Designate or Office Manager.

Employees will not suffer negative consequences for reporting an incident of violence.

Management pledges to investigate and deal with all incidents and complaints of workplace violence in a fair and timely manner, respecting the privacy of all concerned as much as possible.

Frost Student Association Workplace Violence Program

Measures and procedures to control the risks of workplace violence may include:

• safe work procedures;

• design or physical layout of the workplace such as doors with clear windows,

• adequate lighting, location and structure of counters, barriers, etc.;

• designated safe locations for emergency situations;

• procedures for informing or advising employees of potentially violent situations or people;

• employee training on the workplace violence policy and program and dealing with aggressive or violent clients.

Measures and procedures for summoning immediate assistance may include:

• equipment to summon assistance such as fixed or personal alarms, locator or tracking systems, phones, cell phones, etc.;

• emergency telephone numbers and/or e-mail addresses;

• emergency procedures.

Measures and procedures for employees to report incidents of workplace violence to the employer or manager may include information about:

• how, when and to whom an employee should report incidents or threats;

• forms or other reporting mechanisms;

• roles and responsibilities of employers, managers, employees, Campus Security, other security services, health and safety representatives, and others in the incident reporting process;

• when the incident requires external reporting (i.e. to the police, Workplace Safety Insurance Board, Ministry of Labour, etc.)

Measures and procedures for how the employer will investigate and deal with incidents or complaints of workplace violence may include information about:

• how and when investigations will be conducted;

• what will be included in the investigation;

• roles and responsibilities of employers, managers, employees, campus security, health and safety representatives, and others;

• follow-up to the investigation (description of actions and timeframe);

• record keeping requirements.

Frost Student Association Harassment Policy

The Frost Student Association is committed to providing a work environment in which all individuals are treated with respect and dignity.

Workplace harassment will not be tolerated from any person in the workplace.

Everyone in the workplace must be dedicated to preventing workplace harassment. Managers and employees are expected to uphold this policy, and will be held accountable by the Frost Student Association.

Workplace harassment means engaging in a course of vexatious comment or conduct against an employee in a workplace -- a comment or conduct that is known or ought reasonably to be known to be unwelcome.

Harassment also may relate to a form of discrimination as set out in the Ontario Human Rights Code.

This policy is not intended to limit or constrain the reasonable exercise of management functions in the workplace.

Employees are encouraged to report any incidents of workplace harassment. Incidents should be reported to a Manager, Frost Student Association. Employees will not suffer negative consequences for reporting an incident of harassment.

Management will investigate and deal with all concerns, complaints, or incidents of workplace harassment in a fair and timely manner while respecting employees’ privacy as much as possible.

Nothing in this policy prevents or discourages an employee from filing an application with the Human Rights Tribunal on a matter related to Ontario’s Human Rights Code within one year of the last alleged incident. Employees retain the right to exercise any other legal avenues that may be available.

Frost Student Association Harassment Program

The workplace violence policy should be consulted whenever there are concerns about violence in the workplace.

Measures and procedures for employees to report incidents of workplace harassment to a Manager or the Frost Student Association may include information about:

• how, when and to whom an employee should report incidents;

• forms or other reporting mechanisms;

• roles and responsibilities of employers, managers, employees and others in the incident reporting process.

Measures and procedures for how the employer will investigate and deal with incidents and complaints of workplace harassment may include information about:

• how and when investigations will be conducted;

• what will be included in the investigation;

• roles and responsibilities of employers, supervisors, employees and others;

• follow-up to the investigation (description of actions and timeframe);

• record keeping requirements.

Performance Management

The Frost Student Association manages employees in a progressive and fair manner. To that end, this policy governing the components of the Performance Management process is intended to provide guidance on the primary objectives and activities in each of the components.

Objective Setting

The objective setting component, is frequently overlooked, as the term performance review tends to be interpreted as an “after the fact” or at the end of the year activity. In fact, the objective setting component provides an opportunity for the supervisor or manager and the employee to define the specific objectives the employee is to focus on during the upcoming time period (a year, a semester or a few months, whichever applies).

Performance Objectives are not drawn at random, but relate to the Objectives of the Frost Student Association. As such, they allow the employees to see clearly how their activities contribute to the prosperity of the Frost Student Association, enabling it to achieve its objectives.

If discussions are conducted in “good faith”, all parties who participate in the objective setting component will have a clear understanding and record of the activities to be completed and the outcomes/objectives to which the employee is working.

Performance Feedback and Coaching

Feedback, sometimes in an informal basis, provides an opportunity to recognize performance that is meeting expectations and as well those which are exceeding expectations. In cases where performance is falling short of expectation, the review process identifies the shortcomings and can provide an opportunity to take corrective action.

**Interim review** – at some point during the performance measurement period, (i.e. on the half year for salaried staff, halfway during a semester for hourly paid staff), it is prudent for the manager to conduct an interim review of performance against objectives. This is more often, verbal, with some supporting documentation, unless evidence of poor or unsatisfactory performance has surfaced.

The purpose of this discussion is to identify and implement any adjustments necessary to enable the employee to perform to expectations throughout the remainder of the review period and ultimately achieve or exceed their annual objectives.

Formal Performance Review

Employees should participate in a formal Performance review, to discuss their performance relative to their annual objectives. This discussion and rating provides an opportunity for employees and managers to share information, observations and perceptions regarding performance during the measurement period. These discussions provide a forum for reviewing recent accomplishments and set the stage for future objectives for the next performance period.

For full-time staff, this performance review should be conducted annually. Employees and Supervisors will review their performance with the President or Designate. The President or Designate will have their performance review conducted with a committee made up of the President and other members of the Board of Directors.

Following these meetings full-time employees will receive a rating, reflective of their results at achieving their objectives during the past year. A subsequent meeting will occur where the rating will be shared with the employee. At the conclusion the employee will be asked to sign Performance Review documents indicating that they are aware of the rating that has been rendered. This signature is not necessarily an indication of their agreement with the rating. Ideally, the skilled implementation of the components of the Performance Management process will reduce or eliminate the opportunities for disagreement of the rating. Ideally, there should be no surprises for the employee.

Part-time employees should have their Performance review towards the conclusion of their work term/semester. The information shared and corresponding rating may be useful in hiring decisions for subsequent terms.

Finally, the Performance review process provides an opportunity to expand the skills and competencies of employees to possibly address unforeseen absence, organizational expansion or employee turnover.

Discipline

In keeping with its objective to be a fair and employee-focused employer, the Frost Student Association will observe a practice of progressive discipline when addressing performance that does not meet expectations as defined by objectives. This process of progressing discipline may consist of the following steps at the discretion of the Manager or Board of Directors in cases where the Manager’s performance is of concern.

Step 1 – observation and recording of performance shortfall. The manager/supervisor is responsible for observing performance and recording shortfall. Ideally, discussions with the employee should occur soon after the observation to ensure that the employee is aware of the expectations and a corrective action, perhaps including training or development, if required can be identified.

Step 2 – in cases where continued performance shortfall occurs, a more formal discussion should occur referencing the previous conversation and pointing out the reasons why different performance is required. Corrective action should be discussed with commitment from the employee to implement this. A written follow-up to document the conversation is encouraged.

Step 3 – should performance continue to lag behind expectations, a third intervention may be required. The expected performance is discussed to ensure common understanding of what is expected. The employee is asked to detail corrective actions they are going to implement, along with timelines for implementation. This conversation is well documented and correspondence should be sent to the employee detailing the conversation and the commitments by both parties. This correspondence should contain direction that indicates clearly the importance for performance improvement, references to previous attempts to improve performance and that failure to comply will lead to further disciplinary action and possible termination. Support from legal counsel is appropriate at this stage, as attempts to improve performance have to this point proven unsuccessful and dismissal may be a likely outcome.

Dismissal

Dismissal is the unfortunate consequence when performance deviates markedly from expectation with little hope of improvement. Dismissal from employment with the Frost Student Association will occur in two circumstances;

1. **Termination with cause** – in this circumstance, the employee has flagrantly violated a policy of the Frost Student Association or a law. This is grounds for dismissal or termination on a “with cause” basis. Examples might include;

a. Theft

b. Misappropriation of funds

c. Storing or distributing inappropriate and unlawful images on Frost Student Association computers or equipment

2. **Termination without cause** – in this circumstance, the employer decides to sever the employment relationship for reasons other than those described above. Examples might include;

a. Incompetence or unwillingness to perform the responsibilities of the position

b. Difficulties working effectively with others

c. Continued unsatisfactory performance

d. Unacceptable behaviour

The Frost Student Association will seek legal counsel in these circumstances in order to ensure that the dismissal is considered defensible in all circumstances.