



UNIVERSITY OF TORONTO

UNIVERSITY OF TORONTO
Governing Council

Policies for Confidentials

March 5, 2012
(effective April 1, 2012)

To request an official copy of this policy, contact:

The Office of the Governing Council
Room 106, Simcoe Hall
27 King's College Circle
University of Toronto
Toronto, ON M5S 1A1

Phone: (416) 978-6576

Fax: (416) 978-8182

E-mail: governing.council@utoronto.ca

Website: <http://www.governingcouncil.utoronto.ca>

POLICIES FOR CONFIDENTIALS

SECTION I: CONTENTS	CODE NUMBER: 1.01.01			
ITEM: TABLE OF CONTENTS				
SECTION I: CONTENTS	CODE NO.	PAGE NO.	ISSUE DATE	DATE REVISED
Table of Contents	1.01.01	i	July 1 2001	01/04/12
SECTION II: APPOINTMENT CONDITIONS				
Types of Employees	2.01.01	1	July 1 2001	
Recruitment, Selection and Hiring	2.01.02	2	July 1 2001	
SECTION III: EMPLOYMENT CONDITIONS				
Staff Benefits/Tuition Waiver for Dependants	3.01.01	4	July 1 2001	
Short Term Disability Leave	3.01.02	7	July 1 2001	
Pregnancy Leave	3.01.03	8	July 1 2001	22/06/06 01/04/12
Primary Caregiver Leave	3.01.04	10	July 1 2001	01/01/09 01/04/12
Parental Leave	3.01.05	12	July 1 2001	01/01/09 01/04/12
Compensation	3.01.06	14	July 1 2001	
Work Scheduling	3.01.07	16	July 1 2001	01/04/12
Hours of Work				
Breaks				
Health Care Appointments				
Part-time Appointments for Family Care				
Overtime				
Meal Allowance				
Transportation				
Standby and Call-in Pay				
Vacations				
(University) Holidays				
Three Days Off With Pay				
General Leaves	3.01.08	22	July 1 2001	01/04/12
Grievance Procedure	3.01.09	24	July 1 2001	
Access to Personnel Files	3.01.10	26	July 1 2001	
Conflict of Interest	3.01.11	28	July 1 2001	
Tuition Assistance for Dependants of Staff				
Who Died in Service or Retired from Service	3.01.12	31	July 1 2001	
Educational Assistance	3.01.13	33	April 1 2012	
SECTION IV: PERFORMANCE ASSESSMENT				
Performance Assessment	4.01.01	35	July 1 2001	
SECTION V: TERMINATION OF EMPLOYMENT				
Termination of Employment	5.01.01	36	July 1 2001	
SECTION VI: ORGANIZATIONAL CHANGE AND RELEASE				
Organizational Change and Release	6.01.01	39	July 1 2001	

SECTION II: APPOINTMENT CONDITIONS

POLICY: TYPES OF EMPLOYEES

CODE NUMBER: 2.01.01

DEFINITIONS

Continuing Employees

Continuing employees have no predetermined end date and hold positions that are considered by the employing unit as part of the staff complement of the unit and whose employment will continue unless terminated by the University in accordance with the *Policies for Confidentials* or by an employee through resignation or retirement.

Term Employees

Term employees are hired for an initial appointment of at least six (6) months in length, the maximum period of consecutive term employment not to exceed twenty-four (24) months. Each term appointment shall have a predetermined end date. Should the term(s) exceed a twenty-four (24) month period then such employee shall become a continuing employee.

Sessional Employees

Sessional employees hold positions for which the University requires staffing only during an academic session or part thereof, which may be up to eleven months in length. These employees are on sessional layoff for the balance of the academic year.

Part-time Employees

A part-time appointment is based on less than 100% of the full-time hours of work (See Work Scheduling Policy, 3.01.07, *Policies for Confidentials*).

EXCLUSION

Casual Employees

Casual employees are not staff appointed and are not governed by the *Policies for Confidentials*.

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.

Casual employees who have six (6) or more continuous months of service with the University are eligible to apply for staff appointed job opportunities and are considered internal applicants.

EMPLOYMENT PROVISIONS

All administrative staff appointed Confidentials employees are governed by the *Policies for Confidentials*.

The University retains the right to modify or amend the policies in whole or in part from time to time on the giving of written notice to employees of changes in the policies as the University, in its sole discretion, considers appropriate.

SECTION II: APPOINTMENT CONDITIONS**CODE NUMBER: 2.01.02**

POLICY: RECRUITMENT, SELECTION and HIRING

INTRODUCTION

The objective of the staffing process for administrative Confidentials positions is to foster excellence in the work place and contribute to the achievement of the mission of the University through hiring the most qualified candidate in accordance with the policies of the University.

THE STAFFING PROCESS**RECRUITMENT**

- Any administrative Confidentials staff member, full-time or part-time or sessional, who has completed his/her initial probationary period may apply for an internal transfer.
- All staff appointed Confidentials job opportunities will be advertised:
 - a) within the department and/or division and/or University-wide; and/or,
 - b) externally, either subsequent to a University-wide posting *or* concurrently with a University-wide posting, when the position requires specialized or expert skills not typically found in the University's work force.
- Where one or more positions are eliminated and new position(s) are created as a result of organizational change, these positions will be first made available to staff affected by the change.
- University-wide job opportunities will be advertised on the HR website for a minimum of six days and will include the typical duties and qualifications required, the classification, salary range and source of funding, the type of appointment including end date, if applicable.
- Employees must submit a written application, including an up-to-date resume, within the period indicated on the posting. Late applications may be accepted at the discretion of the University in extenuating circumstances.

SELECTION

- Selection, if any, will be based on the most qualified candidate for the position taking into account factors such as the candidate's qualifications, skill, education, training, previous related experience, ability and potential, and the requirements of the position.
- Where these factors are equal between an internal and external applicant, the internal applicant will be selected.

HIRING

- A new staff member to the University shall be considered probationary until s/he has completed six (6) months of active employment. The staff member'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. (See Termination Policy, 5.01.01, *Policies for Confidentials*)

Policies for Confidentials

- In cases of internal transfer:
 - i) while there is no probationary period, an appropriate review period will be established of up to three (3) months, the length of which will be based on the applicant's skills and experience in relation to the requirements of the position. The review period should be used to orient the staff member to his/her new department, set goals for performance, identify and plan for any required training, provide and receive feedback on performance and enhance ongoing communication between the supervisor and staff member;
 - ii) an employee who feels dissatisfied with the job may, within one month of transferring into the job, decide to return to his/her previous job;
 - iii) the University may, within one month of an employee transferring into the job, return an employee to his/her previous job if the employee shows an inability to perform the duties of the new job.

SECTION III: EMPLOYMENT CONDITIONS **CODE NUMBER: 3.01.01**
POLICY: STAFF BENEFITS / TUITION WAIVER FOR DEPENDANTS

I. PENSION & BENEFITS

Eligibility

All administrative Confidentials staff members of the University, who hold full-time appointments or part-time appointments of 25% or more, or sessionals are eligible for a wide range of benefit plans. In the case of part-time staff members, the benefit will be pro-rated in accordance with the part-time appointment.

Benefit Plans

Eligibility for benefits coverage and the nature and extent of that coverage are governed by the terms and conditions of the relevant benefit plans. The following is only a summary and to the extent the summary is inconsistent with the terms of any relevant benefit plan, the terms of the plan prevail.

Benefit Plans include Pension Plan; Long Term Disability Plan (mandatory); Group Life & Survivor Income Plan; Dental Care Plan (mandatory); Extended Health Care Plan; Semi-Private Hospital Accommodation Plan; Vision Care Plan (mandatory); and, Joint Membership Plan.

The University retains the right to alter or modify pension or benefits plans from time to time.

Continuation of Benefit Plans while On Leave

1. Leave of Absence Without Pay

The University will continue its normal subsidy for staff members on leave of absence without salary for one calendar month or less.

Staff members on leave of absence without salary for more than one calendar month may choose the benefit plans they wish to continue during the period of unpaid leave and remain enrolled in these plans by paying both the University's and the staff member's portion of the premium cost.

2. Staff Members on Long Term Disability

Staff members will continue to accrue pension credits during the period of disability providing they remain employees of the University. Staff members are required to pay their portion of the premium cost of all benefits plans in which they are participating except for Long Term Disability, Group Life Insurance and Pension, for which the employee portion is waived.

3. Staff Members on WSIB

The University and the staff member continue to pay their respective portion of the premium cost of all benefit plans in which the staff member is participating.

II. TUITION WAIVER FOR DEPENDANTS

In order to assist staff members who have dependants of university age or dependants who, at a later age, wish to pursue university studies, the University will extend to the dependants of such staff members a waiver of the academic tuition fee for specific University of Toronto programs.

Terms of Reference

A dependant must have met the admission requirements for the qualifying program 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 mean a son, step-son, daughter, step-daughter, spouse, or same sex partner of an eligible staff member; and, *academic tuition fee*, by definition, excludes application, registration, service, examination and other incidental fees.

Eligibility

This benefit is available to:

- All administrative Confidentials staff members of the University, full-time or part-time of 25% or more, or sessionals. In the case of part-time staff members, the benefit will be pro-rated in accordance with the part-time appointment.
- Dependants proceeding towards a first undergraduate degree or first certificate in a qualifying program (not special students).
- Staff members on approved leave of absence who have a commitment to return to their job, who are maintaining enrolment in all benefit programs.

Provisions

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

The academic tuition fee waiver is applicable to programs which lead to a first undergraduate degree or certificate and which do not require prior undergraduate preparation since admission is normally gained directly from high school to the program of study. In cases where the program requires undergraduate preparation, only the undergraduate courses taken as part of the preparation are eligible.

Programs in the following areas are also not eligible:

- Royal Conservatory of Music
- School of Continuing Studies
- Woodsworth College Diplomas
- Transitional Year Program
- Pre-University Program

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 appropriate HR Office or the Pensions & Benefits section of the Human Resources department.

III. DEATH IN SERVICE

In the event of the death of a staff member, the University will pay his/her estate the full salary and vacation pay accrued to the end of the month in which the death occurred.

SECTION III: EMPLOYMENT CONDITIONS
POLICY: SHORT TERM DISABILITY LEAVE

CODE NUMBER: 3.01.02

INTRODUCTION

Short Term Disability Leave is defined as absence due to a staff member's illness or injury, not incurred in the performance of his/her regular job duties, or absence due to quarantine through exposure to contagious disease, or because of an accident for which compensation under *the Workplace Safety and Insurance Act* is not payable.

The purpose of Short Term Disability Leave is to provide against loss of earnings for staff members who are prevented by sickness or injury from performing their duties.

ELIGIBILITY

All administrative Confidentials staff, full-time or part-time or sessional, who have completed three (3) months of continuous (staff appointed) service with the University.

Staff members with less than three (3) months of continuous (staff appointed) service may be granted up to two weeks of leave with regular salary, at the discretion of his/her Department Head.

Staff members whose employment is for a defined period of more than three (3) months will not be eligible for benefits beyond the contractual period unless they are re-appointed or the disability commenced more than two (2) months prior to the contractual termination date.

PROVISIONS

Eligible staff members will be granted leave with regular salary for periods of up to fifteen (15) weeks for each separate and unrelated illness or injury, regardless of the length of time between illnesses or injuries.

Where there is a reoccurrence of the same or related illness, a staff member will be eligible for up to fifteen (15) weeks of leave with regular salary if s/he has attended work for a minimum of three (3) months from the last day of the previous Short Term Disability Leave.

A physician's certificate may be required by the University for any absence due to illness or injury, regardless of the duration.

The University reserves the right to require that an employee seeking to return to work following a period of illness or injury first provide a medical certificate satisfactory to the University confirming that the employee is medically fit to return to work.

A staff member who is hospitalized or confined by order of a doctor because of sickness or accident while on scheduled vacation will be considered eligible for Short Term Disability Leave during the period of hospitalization or confinement providing the staff member provides a doctor's note confirming the period of hospitalization or confinement.

SECTION III: EMPLOYMENT CONDITIONS
POLICY: PREGNANCY LEAVE

CODE NUMBER: 3.01.03

ISSUED: JULY 1, 2001

REVISED: JUNE 22, 2006

REVISED: APRIL 1, 2012

PREAMBLE

The following set of Policies includes: Pregnancy Leave (3.01.03), Primary Caregiver Leave (3.01.04) and Parental Leave (3.01.05). The provisions of these Policies are in compliance with the Employment Standards Act of Ontario and the Employment Insurance Act.

Staff members who wish to receive assistance with the completion of Employment Insurance forms or to receive further information on child care or on combining work and family life may contact the University's Family Care Office or attend the Maternity/Parental/Adoption/Primary Caregiver Leave Planning Seminar, offered by the Office.

Questions concerning these Policies or related procedures may be directed to the appropriate divisional HR Office.

PREGNANCY LEAVE

A Maternity Leave package in electronic form containing forms and information is available to all employees upon request from the Family Care Office.

ELIGIBILITY FOR LEAVE

Staff appointed Confidentials employees, full or part-time or sessional, who have completed thirteen (13) weeks of service with the University prior to the probable date of delivery are entitled to a pregnancy leave of absence of up to seventeen (17) weeks.

Not less than three (3) months before the expected date of delivery, the staff member should notify the appropriate administrative officer, in writing, of her pregnancy and include a doctor's certificate or certificate from a midwife stating that the employee is pregnant and indicating the probable date of delivery. An employee must give two (2) weeks' notice of any change of the commencement of her pregnancy leave.

If an employee on pregnancy leave wishes to change the date of her return to work to an earlier date, she must give the University four (4) weeks' written notice of the date on which she intends to return. If the employee wishes to change the date of return to a later date (but subject to the maximum length of leave set out in these policies), she must give the University four (4) weeks' written notice before the date the leave was to end.

ELIGIBILITY FOR SUB (Supplementary Unemployment Benefit) BENEFITS

For staff appointed Confidentials employees with one (1) year of service or more with the University, the University will pay ninety-five (95) percent of regular salary during the two (2) week waiting period for Employment Insurance benefits, and for up to the next sixteen (16) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of regular salary, provided that the employee applies for and receives Employment Insurance benefits. In no case will the total amount of the University paid supplement plus Employment Insurance benefits plus any other earnings received by the staff member exceed 95% of regular earnings.

For staff appointed Confidentials employees with less than one (1) year of service, the University

Policies for Confidentials

will pay the above noted top-up, pro-rated 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.

Other

During the period of paid pregnancy leave the University will continue to pay the employer share of the premium costs of benefits and the employee continues to pay her share through regular payroll deductions.

In the case of a staff member on a sessional appointment, or whose employment is limited to a defined term, the pregnancy leave will be limited to the period of time remaining in the session or contract of employment. In these situations, the staff member may be eligible for Employment Insurance benefits for the remaining period beyond her session or contract of employment.

The date of commencement of pregnancy leave and its length (up to 17 weeks) shall be at the discretion of the staff member, with a minimum of two (2) weeks' notice being given to the University. If the employee has been on her pregnancy leave for seventeen (17) weeks but the baby has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth.

If pregnancy-related complications require the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the University written notice of the date the pregnancy leave began (e.g., if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. In such case the provisions of the Paid Sick Leave policy and the Long Term Disability Plan (if eligible) shall come into effect until a) the actual date the employee's baby is born or b) the expected date of delivery or c) the date she intended to start her pregnancy leave as stated in her written notice, whichever comes first.

Length of service and vacation credits will continue to accrue during pregnancy leave.

Pregnancy Leave, amended; approved by the Business Board, March 5, 2012

SECTION III: EMPLOYMENT CONDITIONS
POLICY: PRIMARY CAREGIVER LEAVE

CODE NUMBER: 3.01.04
ISSUED: JULY 1, 2001
REVISED: JANUARY 1, 2009
REVISED: APRIL 1, 2012

A Primary Caregiver Leave package in electronic form containing forms and information is available to all employees upon request from the Family Care Office.

ELIGIBILITY FOR LEAVE

Primary Caregiver Leave is available to any staff appointed Confidentials employee, full or part-time or sessional, who is a parent, other than a biological mother, who has primary responsibility for the care of a child for up to thirty-seven (37) weeks immediately following: i) the birth of a child; or ii) the coming of a child into the custody, care and control of a parent for the first time, and who has completed thirteen (13) weeks of service with the University prior to the date of application.

Primary caregiver leave of absence must be applied for and granted in writing with a minimum of two (2) weeks' notice. An employee making such application must confirm in writing that the employee will in fact have the primary responsibility for the care of the child during the period of the leave applied for (e.g., for a father or same-sex parent, because the mother is unavailable or has returned to work; for an adoptive parent, because the parent will be the primary caregiver for some period of time after the child comes into the custody, care and control of an adoptive parent for the first time.)

If both parents are employees of the University and eligible for the SUB Benefit, the Primary Caregiver Leave benefit may be split. The total benefit paid will not exceed that which would have been paid had only one of the parents taken the entire leave.

In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions which arise through the blending of families.

ELIGIBILITY FOR SUB (Supplementary Unemployment Benefit) BENEFIT

For staff appointed Confidentials employees with one (1) year of service or more with the University, the University will pay the following to supplement Employment Insurance benefits:

- a) ninety-five (95) percent of regular salary during the two (2) week waiting period for Employment Insurance benefits, and
- b) for the next sixteen (16) weeks, the difference between Employment Insurance benefits and ninety-five (95) percent of regular salary, provided that the employee applies for and receives Employment Insurance benefits. In no case will the total amount of the University paid supplement plus Employment Insurance benefits plus any other earnings received by the staff member exceed 95% of regular earnings.

The balance of the leave, i.e., up to nineteen (19) weeks, is taken as unpaid parental leave.

For staff appointed Confidentials employees with less than one (1) year of service, the University will pay the above noted top-up, pro-rated 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.

Other

Policies for Confidentials

During the period of primary caregiver leave the University will continue these individuals on their full benefits through regular payroll deductions.

In the case of a staff member on a sessional appointment, or whose employment is limited to a defined term, any primary caregiver leave will be limited to the period of time remaining in the session or contract of employment. In these situations, the staff member may be eligible for Employment Insurance benefits for the remaining period beyond his/her session or contract of employment.

Length of service and vacation credits will continue to accrue during primary caregiver leave.

Primary Caregiver Leave, amended; approved by the Business Board, March 5, 2012

SECTION III: EMPLOYMENT CONDITIONS
POLICY: PARENTAL LEAVE

CODE NUMBER: 3.01.05
ISSUED: JULY 1, 2001
REVISED: JANUARY 1, 2009
REVISED: APRIL 1, 2012

A Parental Leave package in electronic form containing forms and information is available to all employees upon request from the Family Care Office.

ELIGIBILITY FOR LEAVE

This provision is not available to employees who have taken Primary Caregiver Leave.

Staff appointed Confidentials employees, full or part-time or sessional, who have completed thirteen (13) weeks of service with the University are entitled to parental leave following the birth of the child or the coming of the child into a parent's custody, care and control for the first time, as follows:

- Birth mothers who took pregnancy leave are eligible to take up to 35 weeks of parental leave; and,
- All other new parents, such as birth fathers, adoptive parents and same-sex partners, may take up to 37 weeks of parental leave.

PROVISIONS

For employees who take pregnancy leave, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care and control of the birth mother. For other parents, parental leave must commence within the fifty-two (52) weeks following the baby's birth or for adoptive parents, within the fifty-two (52) weeks after the child first comes into the custody, care and control of a parent. Note that if the parent wishes to collect Employment Insurance benefits during the parental leave, the parental leave must be completed within the fifty-two (52) week period as described above.

For employees with one (1) year of service or more, the University will pay ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance benefits, and for the next eight (8) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance benefits.

Eligible employees must give two (2) weeks' written notice prior to commencement of the leave. If s/he does not specify when the leave will end, it will be assumed that s/he wishes to take the maximum leave.

An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date by giving two (2) weeks' notice before the leave was to begin.

If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the University written notice of his/her intent to take the parental leave.

If an employee on parental leave wishes to change the date of return to work to an earlier date, s/he must give the University four (4) weeks' written notice of the date on which s/he intends to return. If the employee wishes to change the date of return to a later date (but subject to the maximum length of leave set out in these policies), s/he must give the University four (4) weeks' written notice before the date the leave was to end.

Policies for Confidentials

During the period of parental leave the University will continue the employer subsidy of any benefit plan for which the person continues to pay the employee portion.

In the case of a staff member on a sessional appointment, or whose employment is limited to a defined term, any parental leave will be limited to the period of time remaining in the session or contract of employment. In these situations, the staff member may be eligible for Employment Insurance benefits for the remaining period beyond his/her session or contract of employment.

Length of service and vacation credits will continue to accrue during parental leave.

Parental Leave, amended; approved by the Business Board, March 5, 2012

SECTION III: EMPLOYMENT CONDITIONS

CODE NUMBER: 3.01.06

POLICY: COMPENSATION

The objectives of this policy are to enable the University to attract and retain highly qualified staff through a fair and competitive total compensation program, to maintain internal equity, to differentiate pay levels on the basis of performance as well as job content, and to reward excellence.

JOB EVALUATION

- Job evaluation is based on a gender neutral comparison system which reflects the values of the University and measures jobs on the basis of required skills, effort, responsibility and working conditions.
- Jobs are assigned to salary ranges to reflect the point scores determined through the job evaluation process and positions of comparable value will be assigned to the same salary range.

MARKET COMPETITIVENESS

- The University, on an on-going basis, monitors market pay for benchmark jobs and conducts its own surveys, as required, to determine market pay practices and total compensation comparability and competitiveness.
- The assignment of jobs to salary ranges takes into account that, in order to ensure the University's ability to attract and retain staff, the midpoint of the range should be competitive with the average pay in the appropriate market.
- Jobs may be assigned, if necessary, to higher salary ranges than the job evaluation score would otherwise indicate in response to market pressures and skill shortages.

SALARY RANGES

- Salary ranges are structured with a minimum, a job rate (midpoint) and a maximum.
- Movement through the salary range is achieved through merit increases.

ANNUAL SALARY ADJUSTMENT PROGRAM

- The program includes two components:
 - i) An across-the-board adjustment to all salary ranges and to salaries with some exceptions (See the *Annual Salary Increase Instructions* for a complete list of exceptions);
 - ii) A merit component based solely on performance up to the range maximum.

OTO PAYMENTS

- Lump sum payments may be awarded to an employee to recognize extraordinary effort and/or contribution or to employees whose salary is at the range ceiling for the position but are superior performers. Such payments are not part of the employee's regular salary.

PROMOTIONAL INCREASES

A staff member may be eligible for a promotional increase when his/her position is reclassified to the next salary range or when s/he moves to a position classified at a higher salary range. The amount of the increase in salary should reflect the higher level of responsibility and will be determined by the supervisor in consultation with Human Resources.

SECTION III: EMPLOYMENT CONDITIONS	CODE NUMBER: 3.01.07
POLICY: WORK SCHEDULING	ISSUED: JULY 1, 2001
	REVISED: APRIL 1, 2012

INTRODUCTION

Division or department heads are responsible for determining the hours, consistent with this policy, during which administrative and technical 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.

ELIGIBILITY

This policy applies to all staff appointed Confidentials employees.

1.1 HOURS OF WORK

- Full-time employment is based on 36-1/4 hours per week (33-3/4 hours per week during July and August), for an annual total of 1863 hours.
- The normal work week for full-time administrative staff is Monday to Friday, 8:45 a.m. to 5:00 p.m., with the exception of July and August when the normal work day is reduced to 8:45 a.m. to 4:30 p.m.
- Every staff member is entitled to a lunch break without pay. The normal duration of the lunch break is one hour, but by mutual agreement may be shortened to no less than thirty minutes or lengthened.
- A staff member may request flexible scheduling arrangements in relation to personal needs. Such requests will be considered 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:
 - both the number of hours per day and days per week may be varied from the normal hours of work;
 - a flex-time accounting period, which will not normally exceed 4 weeks must be established consistent with the normal 36-1/4 hour (33-3/4 hour in July and August) work week (e.g. 72-1/2 hours over a two-week period; 145 hours over a four week period) for the purpose of determining eligibility for payment of overtime compensation.
- The division or department head reserves the right to 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).

1.2 BREAKS

- Staff members are entitled to 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

Policies for Confidentials

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.

1.3 HEALTH CARE APPOINTMENTS

Wherever possible, employees are requested 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, s/he 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 anticipated 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.

1.4 PART-TIME APPOINTMENTS FOR FAMILY CARE

Full-time employees who have continuous responsibilities for the care of their family may request a change to part-time status for a defined period, in order to devote more time to their family care responsibilities.

The percentage of time to be worked, and the duration of the part-time appointment must be mutually agreed to between the employee and the division or department head, to whom the employee should direct his/her request. Employees requesting a change in status on this basis should make their request as far in advance as possible but in any event, no less than one month prior to the commencement of the requested change in status.

Salary and benefits will be appropriately pro-rated according to the percentage time worked.

The terms of the part-time appointment should be outlined by the department, in writing, and agreed to and signed by the staff member in advance of the change.

2.1 OVERTIME

- Overtime must be authorized in writing, in advance, by an employee's immediate supervisor.
- Employees who work in excess of 36-1/4 hours in a work week will be paid at the rate of time and one-half the employee's regular rate of pay or granted time off in lieu of overtime pay for authorized hours worked beyond 36-1/4, it being understood that overtime will not apply unless or until the time worked is at least one quarter (15 minutes) hour more than the employee's regular hours of work in a day.
- Employees will bank overtime hours to a maximum of two hundred (200) hours which may be taken as lieu time off, at times mutually agreed to between the employee and his/her immediate supervisor. Overtime will be credited to the bank as it is earned, i.e., at time and one-half the actual hours worked and may be carried forward from year to year. By mutual agreement between the employee and his/her immediate supervisor, banked overtime may be paid to the employee in his/her next regular pay. Upon termination of employment any overtime in an employee's overtime bank will be paid out on the employee's final pay cheque.
- In order to determine the amount of an overtime payment, an hourly rate is calculated by dividing the employee's annual salary by 1863.

2.2 MEAL ALLOWANCE

- Staff members who are eligible for and authorized to work scheduled overtime for two or more continuous hours beyond their regular hours in a work day are entitled to be paid a meal allowance in the amount of ten dollars (\$10) upon provision of receipts.
- Staff members who are eligible for and authorized to work overtime on a day outside their regularly scheduled work week, and who work four (4) hours or more on such a day are entitled to be paid a meal allowance in the amount of ten dollars (\$10) upon provision of receipts.

2.3 TRANSPORTATION

- Employees who are authorized to work overtime beyond 9:00 p.m. may be provided with a taxi chit or reimbursed for campus parking.

3.1 STANDBY AND CALL-IN PAY

3.1.1 STANDBY PAY

The University's operational commitments are such that the incumbents in some positions will, as part of their regular duties and responsibilities, be scheduled by the employee's supervisor to be on standby. The following applies to such employees in respect of scheduled standby:

- a) While on standby they must be available to attend at the work place within two (2) hours if such attendance is required, or otherwise be available to take remedial action;
- b) The employee shall receive two (2) hours of regular straight time pay for each evening s/he is on standby during the week. For the purposes of this provision, 'during the week' means other than during the 'weekend' as defined in c) below, and an 'evening' begins at the end of the work day of the employee on standby and continues until the commencement of that employee's following work day;
- c) The employee shall receive three (3) hours of regular straight time pay for each unit on the weekend s/he is required to be on standby. For the purposes of this provision, the weekend is broken into two units: Friday after the end of the workday of the employee on standby until Saturday at 12:00 midnight, and from 12:00 midnight Saturday until the beginning of the work day of the employee on standby on Monday morning;
- d) Employees required to come in to the University while on standby will also be entitled to call-in pay as described below.

3.1.2 CALL-IN PAY

An employee called in to the University by the employee's supervisor outside the employee's regular working hours will receive a minimum of four (4) hours' pay at the applicable overtime rate, or pay for all hours worked, whichever is greater. This provision does not apply if an employee is asked by his/her supervisor to work immediately prior to or immediately following the employee's regular working hours.

4.1 VACATIONS

4.1.1 Vacation Credits

Vacation credits are earned in accordance with the following schedules. Years of service for the purpose of vacation accrual are based on the staff member’s employment anniversary date.

Schedule 1: Full-time

<u>Accrual Period in Months</u>	<u>Monthly Accrual Rate</u>
First 60 months	1.25 days per month
61 to 72 months	1.33 days per month
73 to 84 months	1.417 days per month
85 to 96 months	1.5 days per month
97 to 108 months	1.583 days per month
109 to 132 months	1.667 days per month
133 to 156 months	1.75 days per month
157 to 168 months	1.833 days per month
169 or more months	2.083 days per month

Schedule 2: Part-time

Part-time employees earn vacation credits according to Schedule 1. Vacation credits for part-time employees are pro-rated according to the percentage of their appointment.

Schedule 3: Sessional Employees

<u>Length of Service</u>	<u>Vacation Pay</u>
0 to 5 sessions	6.0% of gross pay period earnings
6 sessions	6.4% of gross pay period earnings
7 sessions	6.8% of gross pay period earnings
8 sessions	7.2% of gross pay period earnings
9 sessions	7.6% of gross pay period earnings
10 to 11 sessions	8.0% of gross pay period earnings
12 to 13 sessions	8.4% of gross pay period earnings
14 sessions	8.8% of gross pay period earnings
15 sessions plus	10.0% of gross pay period earnings

Sessional employees may, at the discretion of their department head, be given time off within the session up to the vacation credits earned. The balance of the vacation entitlement will be paid out at the pay period immediately preceding the employee’s sessional layoff or any earlier pay period upon two pay periods written notice.

4.1.2 Vacation Credits Accrual

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

4.1.3 Use of Vacation Credits

- Department heads are responsible for communicating vacation entitlement at the time an offer of employment is made. In accordance with the *Employment Standards Act*, departments are responsible for maintaining records of vacation earned and taken by each staff member.
- Employees may take vacation in full or half days only, using vacation credits earned as of the date of the commencement of the vacation.
- A staff member may accumulate vacation credits up to the annual entitlement plus five days without approval of the department or division head or up to the annual entitlement plus ten days with written approval of the department or division head. All other accumulated vacation greater than that allowed by this provision shall be paid out prior to the last pay period of each year.
- While on vacation an employee will receive regular straight time pay.
- Statutory or University holidays which fall within a staff member's scheduled vacation are not counted as use of a vacation credit.
- An employee who is hospitalized or confined by order of a doctor because of sickness or accident while on scheduled vacation will be considered eligible for sick leave during the period of hospitalization or confinement. Any unused vacation time during the scheduled period of vacation may be rescheduled at a future date mutually agreeable to the employee and his/her immediate supervisor.
- When a staff member transfers to another department, the new department agrees to recognize the length of service accumulated by the staff member during his/her continuous employment with the University. Outstanding vacation credits are the responsibility of the department with which they were earned. Such credits will normally be transferred to the new department along with an equivalent transfer of funds. With the agreement of the staff member, some or all of the outstanding credits may be paid out as vacation time prior to the date of transfer. Under exceptional circumstances, accumulated vacation credits in excess of ten days may be paid out directly to the staff member by his/her department at the time of transfer.
- On termination of employment, unused vacation credits will be paid out as a lump sum.

4.1.4 Vacation Scheduling

- The department head is responsible for determining an appropriate vacation schedule for the unit. Staff members' preferences will be considered when it is possible to do so without unduly impeding operational efficiency and service effectiveness of the unit.

5.1 (UNIVERSITY) HOLIDAYS

- The University observes the following holidays: These are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and two days designated 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.

6.1 THREE DAYS OFF WITH PAY

For each twelve (12) month period the University will designate three (3) days on which employees do not have to work and in respect of which employees will suffer no loss of regular straight-time pay.

Employees required to work by the University on one or more of these days will be paid at straight time for the day and will be given another day off with no loss of regular straight-time pay at a time mutually agreed by the employee and his/her supervisor.

Work Scheduling, amended; approved by the Business Board, March 5, 2012

SECTION III: EMPLOYMENT CONDITIONS	CODE NUMBER: 3.01.08
POLICY: GENERAL LEAVES	ISSUED: JULY 1, 2001
	REVISED: APRIL 1, 2012

NOTE: As a minimum, the University will grant the leaves of absence entitlements as provided for under the Employment Standards Act of Ontario.

Eligibility

This policy applies to all staff appointed Confidentials staff.

Bereavement Leave

The University shall grant up to five (5) days of paid leave in the event of the death of an employee's spouse or same-sex partner, children (including step-children), grandchildren, parents, parents-in-law, sibling (including step-sister, step-brother), brother-in-law, sister-in-law, and grandparents or for the death of a person whose relationship is not defined above, the impact of which is comparable to that of the immediate family, for example, close friend.

Substitution of Bereavement Leave

If a death in the immediate family interrupts the use of all or part of a scheduled vacation period, a staff member is entitled to substitute bereavement leave for the period of vacation per the bereavement leave provisions above. Where this occurs, the staff member shall notify his/her supervisor as soon as possible.

Compassionate Care Leave

The University will grant compassionate care leave to employees who take a leave of absence under the Family Medical Leave provisions of the Employment Standards Act of Ontario. For employees with one (1) year of service or more the University will pay the equivalent of the weekly Employment Insurance benefit for which the employee is qualified during the two (2) week waiting period provided that the employee applies for and receives Employment Insurance benefits.

Jury and Witness Duty

A staff member who is called for jury duty or subpoenaed as a witness will continue to receive his/her regular salary provided s/he reports for work when not required for such duty and endeavours to keep up with the responsibilities of the job to the best of his/her ability.

It is the responsibility of the staff member to notify his/her supervisor immediately upon receiving notification that s/he will be required to serve as a juror or witness and to provide proof of the period served and of any and all payments received for such service, the latter of which, exclusive of any expenses received, must be endorsed to the credit of the University.

Leave of Absence without Pay

A Confidentials staff member may, with agreement of his/her department head or designate, be granted a leave of absence without pay for up to one (1) year.

Paternity/Same-Sex Partner Leave

Upon the birth or adoption of a child, a father or same-sex parent shall be granted up to five (5) days' paid leave of absence. Paternity/Same-Sex Partner Leave must be taken within the first month of the birth or an adoption of a child. Staff members shall submit their request for such leave, in writing, to their supervisor at least five (5) days in advance of the requested leave.

Personal Leave

Employees shall be granted up to four (4) days or up to eight (8) half-days of paid personal leave in any year. Such requests shall not be unreasonably denied. Wherever possible, staff members shall make their need for personal leave known to their supervisor at least five (5) days in advance. Reasons for personal leave include, but are not limited to, care of family members, parent-teacher interviews, school trips or concerts, stepping in when the regular caregiver is away, the observance of religious holidays, professional appointments, court appearances, moving, supplementing a bereavement 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 anticipated that the employee will schedule leaves, where possible, so as to minimize the disruption to the operations of the employing department.

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:

- a) For election to the Parliament of Canada: the equivalent of one (1) calendar month
- b) For election to the Legislature of Ontario: the equivalent of one (1) calendar month
- c) For election to a Municipal Council or Board of Education: ten (10) working days
- d) For election to Mayor or Chair of City/Town/Regional Council: fifteen (15) working days

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

General Leaves, amended; approved by the Business Board, March 5, 2012

SECTION III: EMPLOYMENT CONDITIONS
POLICY: GRIEVANCE PROCEDURE

CODE NUMBER: 3.01.09

INTRODUCTION

Grievance 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 *Policies for Confidentials* by any employee 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 grievance may be filed.

FORMAL GRIEVANCE STEPS

Step 1

Grievances shall be in writing and set forth the details of the grievance, 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.

The grievance shall be given to the grievor's immediate supervisor within twenty (20) working days of the incident or circumstances giving rise to the complaint, or within twenty (20) working days after the complainant became aware of or ought reasonably to have known of the incident or circumstances giving rise to the complaint.

Within ten (10) working days of receiving the written grievance, the immediate supervisor shall convene a meeting with the grievor. After this meeting, the immediate supervisor will give a written reply within a further seven (7) working days.

Step 2

If the grievance 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.

Within ten (10) working days of receiving the written grievance, the Department Head or designate shall convene a meeting of the concerned parties to the grievance. After this meeting, the Department Head or designate will give a written reply within a further seven (7) working days.

Step 3

If the grievance is not settled at Step 2, it shall be presented to the Principal/Dean/Division Head, or designate concerned, within seven (7) working days following receipt of the reply in Step 2 above.

Within ten (10) working days of receiving the written grievance, the Principal/Dean/Division Head or designate shall convene a meeting of the concerned parties to the grievance.

Policies for Confidentials

The Principal/Dean/Division Head, or designate concerned, or the grievor may recommend non-binding without prejudice mediation as a means of resolving the grievance as an alternative to proceeding immediately to Step 4. If both parties are agreeable, a mediator will be selected from a predetermined list of mediators. The mediator will meet with the parties and endeavour to effect resolution of the grievance within a mutually agreed upon period of time. At the end of this period, should mediation be successful in resolving the dispute, the Principal/Dean/Division Head, or designate concerned, will document the resolution in writing and provide the grievor with a copy within seven (7) working days.

Where mediation is not used as a means of resolving the dispute or where mediation does not result in resolution of the dispute, the Principal/Dean/Division Head, or designate concerned, will provide a written reply within seven (7) working days of his/her meeting with the grievor or within seven (7) working days of the end of the mediation period.

Step 4

If the grievance is not settled at Step 3, the written grievance shall be presented to the Vice-President with functional responsibility within seven (7) working days following receipt of the reply as set forth in Step 3 above.

Within fifteen (15) days of receiving the written grievance, the Vice-President or designate shall convene a meeting of the concerned parties to the grievance. After this meeting, the Vice-President or designate will give a written reply within a further seven (7) days.

GRIEVANCE PROCEDURE: GENERAL PROVISIONS

- a) The staff member may be accompanied by a University of Toronto colleague or a friend.
- b) Any grievance involving discharge (including release for reasons of organizational change) may be commenced at Step 3 of the Grievance Procedure. Such a grievance must be filed within twenty (20) working days of the date on which the employee is given formal notice of termination.
- c) The parties agree to follow the grievance steps as outlined above in accordance with the time limits and conditions contained therein. If at any step, the responding party fails to give a written reply within the required time limit, the grievor may advance the grievance to the next step at the expiration of the time limit. If the grievor does not advance the grievance to the next step within the prescribed limits outlined in each step following receipt of the written reply, that particular grievance shall be deemed to be settled on the basis of the last reply, and no further grievance steps may be initiated.
- d) At any step in the Grievance Procedure the time limit may be extended by mutual written agreement of the parties. Similarly, any step of the Grievance Procedure may be waived by written consent of both parties. Where Step(s) 1 and/or 2 and/or 3 are waived, the 20-day time limit described under Step 1 applies.
- e) *Working Day*, under the Grievance Procedure, excludes Saturdays, Sundays and Holidays.
- f) The Grievance Procedure is not available to a staff member who is pursuing his/her complaint or grievance through another internal or external mechanism.

SECTION III: EMPLOYMENT CONDITIONS
POLICY: ACCESS TO PERSONNEL FILES

CODE NUMBER: 3.01.10

INTRODUCTION

In order to document and administer the employment of staff, the University collects, maintains and uses information relating to pay, benefits/pension, terms of employment, performance, career development, attendance, references and other personal data.

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

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

DEFINITIONS

Personnel File: Records maintained in a departmental or divisional Personnel File or in a Personnel File maintained by the Human Resources Department or on the Human Resource Information System (HRIS), pertaining to the employment of a staff member.

CONDITIONS

Any administrative Confidentials staff member has the right to examine information included in his/her Personnel File, subject to the conditions set out below:

- A staff member must give reasonable notice, in writing, of a request to examine his/her Personnel File to his/her immediate supervisor or HR Generalist, as appropriate.
- The employing department or the Human Resources Generalist will arrange a mutually convenient time and location for the staff member to examine his/her Personnel File in the presence of a departmental or Human Resources representative.
- 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 staff member.
- A staff member may not remove or alter information in the Personnel File, but may request correction of information where s/he believes there is an error or omission. Staff members also have the right to add rebuttal documents to the file.
- At the staff member'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.

RELEASE OF INFORMATION TO THIRD PARTIES

Policies for Confidentials

- No information or records contained in the Personnel File of a staff member shall be released or made available to any other person or institution without the written consent of the staff member, except, as permitted, under the University Policy on Access to Information and Protection of Privacy, or as may be required by law.

SECTION III: EMPLOYMENT CONDITIONS**CODE NUMBER: 3.01.11**

POLICY: CONFLICT OF INTEREST

INTRODUCTION

Members of the administrative Confidentials staff of the University of Toronto are committed to achievement of the University's mission. Hence, their primary commitment is to the work of the University and their personal activities may not conflict with the University's interests.

Occasionally, in the course of the exercise of their responsibilities, administrative staff members may develop commitments to persons or organizations other than the University and may perform services for others for which they are paid. In such cases, situations may arise when a staff member's personal or financial interests may conflict, or may seem to conflict, with the staff member's obligations to the University. All staff members have an obligation to report and discuss with the person to whom they report all such conflicts that the staff member believes, or an objective observer would believe, to be significant. If the person to whom the staff member reports concludes the activities constitute a conflict of interest, the staff member may not continue to engage in them.

Any alleged breaches of this policy will be handled under the Wilful Misconduct section of the Termination of Employment Policy, 5.01.01, *Policies for Confidentials*.

APPLICATIONS**1. Use of University Resources**

- a) Staff members are not permitted to carry out an outside professional or commercial activity or work for a voluntary organization using University resources without authorization. If a situation arises where a staff member wishes to make use of University facilities, services or supplies, application must be made in writing to the person to whom the staff member reports. If the request is granted, the staff member shall reimburse the University for the full cost, including overhead, of the facilities, supplies or administrative staff used.
- b) If a staff member has a serious concern about whether s/he may legitimately undertake work that has been assigned, the staff member should discuss the request with his or her supervisor or, if circumstances so require, with the department or division head.

2. Conflict of Interest Resulting from Family or Other Personal Relationships

- a) Any situation involving the hiring (including casual hiring), supervising, or conferring or denying of any material benefit to any person with whom there exists or has recently existed an intimate personal or family relationship must be discussed by the staff member with his or her supervisor.
- b) Where funds involved are administered by the University, no staff member may, directly or indirectly, purchase from or sell to, or confer or deny any financial or commercial benefit on or engage in any commercial transaction with any person or organization with whom the staff member has, or recently had, an intimate, family or business relationship, without the prior approval of the supervisor. In requesting the approval, the staff member shall indicate in writing why the benefit should be conferred on, or the activity should be carried out by the person.

3. Conflict of Interest for Supervisor

If the person to whom an employee normally reports has a personal interest in the matter to be discussed, then that individual shall refer the matter to the next higher level of authority.

4. Purchases Involving University Funds

If a staff member has received or is receiving supplementary income from a company, or if the staff member or a member of his or her family, has a significant financial interest in a company or has any transaction with it, the staff member must disclose the nature of the involvement with the company in any situation in which the staff member is in a position to influence whether or not University funds will be used to purchase goods and services from that company or where the company may otherwise receive some benefit from the University.

5. Approval of Expenses

All expense claims made by staff members involving funds administered by the University require the signature of the person to whom the staff member reports.

6. Acceptance of Gifts

The acceptance of gifts or any other material benefit or favour from individuals who are associated with the University activities of the staff member, with the exception of minor gifts as token courtesies, is not normally permitted. If a staff member has any doubts about the propriety of accepting a particular gift or favour, the staff member should discuss the matter with the person to whom the staff member reports.

7. Paid Professional or Commercial Activities

While administrative staff members may in some circumstances engage in professional or commercial activities from which they derive supplementary income, such activities, if related to the staff member's University work, or, if affecting the staff member's University responsibilities and duties, must be fully disclosed to, and receive the approval of, the person to whom the staff member reports. Where, in the opinion of the supervisor, these activities constitute a conflict of interest, the supervisor may insist on the staff member's withdrawal from engaging in them.

8. Confidentiality

All information about a staff member gathered under this Policy shall be held in strict confidence and not divulged to any other person, except for internal University administrative purposes required by Policy, or under the compulsion of the law, without the written consent of the staff member.

9. Supplementary Divisional or Departmental Guidelines

More detailed guidelines may be developed for particular divisions or departments, as appropriate and must be approved by the appropriate Vice-President.

10. Protection of Staff Members Reporting Suspected Conflict of Interest

The University or person(s) acting on its behalf shall not i) dismiss or threaten to dismiss or suspend a staff member; ii) discipline or suspend or threaten to discipline or suspend a staff member; iii) impose any penalty upon a staff member; or, iv) intimidate or coerce a staff member, because the staff member has provided information relating to an alleged conflict of interest to an appropriate officer of the University or has sought the enforcement of this Policy through appropriate University channels.

In cases of suspected financial impropriety, staff members should follow the University of Toronto 'Reporting Incidents of Suspected Financial Impropriety' procedure which details the University's protocol for responding to allegations of financial impropriety including procedures for individual staff members.

11. Grievances

Any complaint by a staff member about the contravention of, or decisions made in the application of, this Policy and its applications may be raised in accordance with the Grievance Procedure (see *Policies for Confidentials*, 3.01.09).

SECTION III: EMPLOYMENT CONDITIONS **CODE NUMBER: 3.01.12**
POLICY: TUITION WAIVER FOR DEPENDANTS OF STAFF
WHO DIED IN SERVICE OR RETIRED FROM SERVICE

INTRODUCTION

In order to assist the dependants of Confidentials staff who died in service or retired Confidentials staff members who have dependants of University age or dependants who, at a later age, wish to pursue University studies, the University will extend to the dependants of these retired or former staff members the dependent waiver program as described below.

TERMS OF REFERENCE

A dependant must meet the admission requirements for the qualifying program and follow the normal procedures regarding application for admission and registration before application is made for tuition to be waived under this policy.

For the purposes of this policy, *dependant* shall mean a spouse, including same-sex spouse, daughter or son (legal common-law, adopted or step), of an eligible staff member. Children from a subsequent marriage after the retired or former staff member's death will not qualify for benefits under this policy.

Academic tuition fee by definition excludes application, registration, service, examination and other incidental fees.

ELIGIBILITY

This benefit is available to:

Retired or Former Confidentials Staff Members:

All Confidentials staff members of the University and faculty members of the Federated Colleges (as described in the Memorandum of Understanding) who died in service or retired from service and held a full-time or part-time appointment of 25% or more. In the case of retired or former part-time staff members, the benefit will be pro-rated in accordance with the last part-time appointment held.

Students:

Dependants proceeding towards a first degree or certificate in a qualifying program (not special students). Qualifying programs are described under PROVISIONS.

PROVISIONS

The academic tuition fee waiver is applicable to programs which lead to a first undergraduate degree or certificate and which do not require prior undergraduate preparation since admission is gained directly from high school. Eligible dependants enrolled in these programs will have their academic tuition fee waived for each academic year of the program until the degree or certificate is awarded. The waiver is not applicable to all programs in:

Dentistry
Education
Law
Medicine
Royal Conservatory of Music
School of Graduate Studies
Library Science
OISE/UT
Management Studies
Nursing
Pharmacy
Social Work
School of Continuing Studies
Woodsworth College Diploma
Transitional Year Program
Pre-University Program

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.

SECTION III: EMPLOYMENT CONDITIONS

CODE NUMBER: 3.01.13

POLICY: EDUCATIONAL ASSISTANCE

ISSUED: APRIL 1, 2012

INTRODUCTION

In keeping with its goal of providing staff with opportunities for personal and career development, the University provides staff members with financial assistance to further their formal education.

ELIGIBILITY

All Confidentials staff who hold full-time appointments or part-time appointments of 25% or more, are eligible providing the staff member has academic acceptability by the institution from whom the course is to be taken and has the approval of the Department Head, if required, before beginning the course.

In the case of part-time staff members, for the first three years of continuous service, the funding is prorated according to the percentage of their appointment.

PROVISIONS

1. Degree/ Credit Courses

a) Taken At the University of Toronto

100% of tuition fees will be waived for a qualifying staff member who is enrolled in:

i. A part-time University of Toronto or OISE degree/credit course, up to and including the Master's level, to a maximum of \$3,000 per academic year, or

ii. A flex-time/part-time Doctoral program at the University of Toronto, to a maximum of \$3,000 per academic year, or

iii. A diploma or certificate program offered through Woodsworth College, to a maximum of \$3,000 per academic year.

b) At a Recognized Post Secondary Institution External to the University of Toronto

50% of tuition fees will be reimbursed to a maximum of \$1,500 per academic year, to a qualifying staff member who shows successful completion of courses, taken on a part-time basis and pre-approved by the Organizational Development and Learning Centre (ODLC), leading to a degree, diploma or certificate program, up to and including the Master's level.

Such courses must be either an asset to the staff member in the performance of his/her current position or directly related to his/her potential career.

2. Non Degree/ Credit Courses

a) At the University of Toronto

100% of tuition fees will be waived for a qualifying staff member who takes courses offered by the School of Continuing Studies, to a maximum \$500 per course and up to six (6)

Policies for Confidentials

courses per academic year.

A number of courses offered by the School of Continuing Studies are covered by the Educational Assistance Policy. However, a number of courses have been excluded for which the registrant must pay the full fee. Further information on eligibility for coverage may be obtained through the staff member's divisional HR Office.

b) At a Recognized Post Secondary Institution External to the University of Toronto

50% of tuition fees will be reimbursed to a maximum of \$1,500 per academic year, to a qualifying staff member who shows successful completion of a pre-approved work related course which is related to the staff member's present position. Courses must be approved by the Organizational Development & Learning Centre.

c) At Other (Non Post Secondary) Institutions External to the University of Toronto

A qualifying staff member who shows successful completion of a pre-approved work related non degree or non credit course, will be reimbursed to a maximum of \$500 per course and up to two (2) courses per academic year.

CONDITIONS

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 provided the approval of the staff member's manager is obtained and alternative work arrangements are made.

PROCEDURES

1. Application for Tuition Waiver for Courses Taken at the University of Toronto

For details on how to apply for a tuition waiver, the application is available on the HR Forms page on the HR & Equity website.

2. Application for Reimbursement for Courses Taken at Institutions External to the University of Toronto

For details on how to apply for educational assistance reimbursement, the application is available on the HR Forms page on the HR & Equity website.

EXCLUSIONS

The University's Educational Assistance policy excludes the following:

- a) Conferences, seminars, webinars and workshops;
- b) Costs of course materials, books, registration and examination fees;
- c) Professional association membership fees; and,
- d) Any other incidental fees.

Policy approved by the Business Board, March 5, 2012

SECTION IV: PERFORMANCE ASSESSMENT

POLICY: PERFORMANCE ASSESSMENT

CODE NUMBER: 4.01.01

INTRODUCTION

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

ELIGIBILITY

This policy applies to all staff appointed administrative Confidentials staff.

THE PROCESS

Performance assessments will be conducted:

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

Staff members may request at least an annual performance assessment when the supervisor has not initiated one.

Performance assessments will be based on performance expectations related to the duties and responsibilities of the position and/or established goals, which have been discussed with the staff member and documented prior to the review period.

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

- i) to formally review and discuss the staff member's performance;
- ii) provide the staff member 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 assessment must be documented and signed by the supervisor with a copy provided to the staff member. The staff member may provide a written response to the performance assessment. While this policy is not grievable, the staff member may appeal to the next level of supervision if s/he has an unresolved concern regarding the assessment or the process followed.

Performance assessments and staff member responses will be retained in accordance with the University of Toronto Policy on Access to Information and Protection of Privacy and the Access to Personnel Files policy (see *Policies for Confidentials*, 3.01.10).

SECTION V: TERMINATION OF EMPLOYMENT	CODE NUMBER: 5.01.01
POLICY: TERMINATION OF EMPLOYMENT	

INTRODUCTION

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

A staff member'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.

Where termination occurs for reasons other than 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 Confidentials employee whose employment is terminated by the University has access to the Grievance Procedure with the exception of probationary employees (See Grievance Procedure, *Policies for Confidentials*, 3.01.09).

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

ELIGIBILITY

This policy applies to all staff appointed administrative Confidentials employees.

VOLUNTARY AND INVOLUNTARY TERMINATIONS

I. Voluntary Terminations

Resignation from the University

- A staff member's resignation should, whenever possible, be given to his/her supervisor, in writing, as early as possible. The letter of resignation must specify the effective date of termination (or notice period) which should be at least one month unless a shorter period of time is mutually acceptable.
- Resignations should be confirmed by the employee's department, in writing, and are binding on the employee and the University and cannot be changed except by mutual agreement.

Acceptance of Internal Transfer

- When an employee accepts an offer of transfer within the University, s/he should inform his/her supervisor immediately, in writing, so that a mutually agreeable transfer date can be established.
- Per the Recruitment, Selection & Hiring policy (see *Policies for Confidentials*, 2.01.02), an employee who feels dissatisfied with the job may, within one month of transferring into the job, decide to return to his/her previous job OR the University may, within one month of an employee transferring into the job, return an employee to his/her previous job if the employee shows an inability to perform the duties of the new job.

II. Involuntary Terminations

Termination of Probationary Employees

- If, after consultation with the department's divisional HR Office, 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.)

Non-Renewal or Early Termination of Term Employment

- Term employment contracts shall include a specific provision clearly indicating that the contract expires automatically on the specified end date unless the University gives notice to the contrary.
- Term employment contracts shall include a specific provision clearly indicating that the contract may be terminated by the University prior to the end of the specified end date of the term with appropriate written notice.

Discharge for Wilful Misconduct

- Wilful 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, a staff member has purposely committed an act of serious misconduct such as theft, violence, gross negligence of duty, insubordination, abandonment of position, or breach of confidentiality, the department head must initially discuss the matter with the staff member if the staff can be contacted.
- In any situation of wilful misconduct, the appropriate HR Generalist 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 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 or pay in lieu of notice.

Termination for Reasons of Performance

While performance issues are typically 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 the appropriate HR Generalist 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.

Policies for Confidentials

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.

For more information on performance management, see *The Supervisor's Guide to Managing the Performance Assessment Process*, at <http://www.utoronto.ca/hrhome/>

i) Probationary Employees

- For all new employees to the University, a probationary period of six (6) months must be established (see Recruitment, Selection & Hiring Policy, 2.01.02, *Policies for Confidentials*).
- 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.
- At least one week 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, formal notice of termination must be given.
- 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.
- 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 grieve the decision through the Grievance Procedure (See Grievance Procedure, 3.01.09, *Policies for Confidentials*).

ii) Post-Probationary Employees

- 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.
- 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, and document such discussions in writing.
- 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.

Note: Re Job Redundancy, see the Organizational Change and Release Policy, 6.01.01, *Policies for Confidentials*.

**SECTION VI: ORGANIZATIONAL CHANGE
and RELEASE**

CODE NUMBER: 6.01.01

POLICY: ORGANIZATIONAL CHANGE and RELEASE

INTRODUCTION

Budget cuts, departmental reorganizations, the introduction of new technology or other factors may require the University to change or eliminate positions held by administrative Confidentials staff.

Recognized problems such as unsatisfactory performance or poor attendance should be dealt with under the Policy on Termination of Employment, 5.01.01, *Policies for Confidentials*.

ELIGIBILITY

This policy applies to all staff appointed administrative Confidentials employees holding continuing appointments.

COMMUNICATION OF CHANGE

- When the need for change has been identified, the employing Department, in consultation with its divisional HR Generalist, will advise staff members in the Department of the reason for the change, and the effective date of the change, if known.

IMPLEMENTATION OF CHANGE

Selection of Staff to be Released

- If the position to be eliminated is a unique job the incumbent will normally be the staff member to be released.
- If one or more of a number of similar positions in a Department is to be eliminated, consideration for release will be extended to all staff in those positions. If the work within a Department is to be restructured, such that the duties of similar positions will be changed, consideration for release will be extended to staff in those positions. In either case, the University's choice on the staff to be retained shall be based on the following factors: skill, competence, efficiency and ability. Where the qualifications are equal between two or more staff, length of service shall take precedence.
- Where one or more employees are facing release and a new position(s) is created as a result of organizational change, the new position(s) will be first made available to employees in the Department. From among such applicants the University will select the qualified candidate, if any, who is the most qualified taking into consideration factors such as qualifications, skill, ability and previous relevant experience.
- In all cases, the supervisor must receive the approval of his/her Division Head prior to the termination of a staff member's employment.

TERMINATION OF EMPLOYMENT

Notice of Termination

- Staff members will receive 12 weeks of notice of termination, or pay in lieu thereof or a combination of both.
- Formal notice of termination will be in writing and will be delivered personally to a staff member or by registered mail to the home address most recently provided to the University by the staff member.
- In those cases where the University determines that a staff member will receive pay in lieu of notice for some or all of the notice period s/he will be so advised in writing, his/her termination date will be adjusted accordingly, and s/he will receive a lump sum payment equivalent to his/her salary, benefits and vacation for that portion of the notice period not worked by the staff member.
- A staff member who, after receiving formal notice of termination, resigns from employment with the University during the notice period with at least two (2) weeks of notice in writing to the University will be entitled to a payment equivalent to his/her salary, benefits and vacation for the remainder of the notice period. Such a staff member whose continuous service was for five (5) years or more will also receive severance pay in accordance with the *Employment Standards Act*.
- Staff members will:
 - i) be advised of the name of the divisional HR Generalist who can provide assistance in seeking relocation within the University and any additional relocation and retraining assistance which may be available to staff who will be released;
 - ii) have internal status for suitable vacancies for which they are qualified for the period of notice worked.

Severance Pay

- Staff members will receive severance pay based on their length of continuous service with the University from their most recent employment date as a full- or part-time staff appointed employee.
- A released staff member will be required to elect a severance option and sign a Full and Final Release no later than the date of termination of his/her employment.
- Released staff members will be entitled to utilize the services of the University's career transition services for up to three (3) months following the date of termination, regardless of the severance pay option elected. The services available include career counselling, computer skills, training support, resume preparation and external job search support.
- Staff members will have the following options with respect to receipt of severance pay:
 - a) Enhanced Severance Pay:
 - i) Cease employment with the University and receive severance as a lump sum payment based on the attached severance pay schedule effective the termination date.

Policies for Confidentials

- ii) Released employees who cease employment with the University and elect severance pay effective the date of termination may continue benefit coverage for one or more of the benefits set out below* (to the extent that the employee was enrolled in these benefits prior to the date of termination, but excluding the Pension Plan, for a period of up to three (3) months from the date of termination if the employee prepays monthly, in advance, the full premium cost (i.e., both the employee and employer cost) of the benefits.

*Benefits: Group Life and Survivor Income Plan, Dental Care Plan, Extended Health Care Plan, Semi-Private Hospital Accommodation Plan, Vision Care Plan and Joint Membership Plan.

b) Deferred Severance Pay:

- i) Elect to defer receipt of severance and go on an extended relocation period as follows: for employees with ten (10) years or more of continuous service for up to twenty-four (24) months from the date of termination, and for other employees for up to eighteen (18) months from the date of termination.
- ii) Released employees who elect this option may continue benefit coverage for one or more of the benefits set out below** (to the extent that the employee was enrolled in these benefits prior to the date of termination) for a period of up to six (6) months from the date of termination if the employee prepays in advance the employee share of the premium or contribution cost of the benefits. The University will continue to pay the employer share of the premium cost of these benefits.

** Benefits: Pension Plan, Group Life and Survivor Income Plan, Dental Care Plan, Extended Health Care Plan, Semi-Private Hospital Accommodation Plan, Vision Care Plan and Joint Membership Plan.

- iii) After the initial six (6) months, an employee can continue coverage for one or more of the benefits continued for up to nine (9) further months if the employee prepays monthly, in advance, the full premium or contribution cost (i.e., both the employee and employer cost) of the benefits.
- iv) Vacation entitlement will not accrue during the extended relocation period.
- v) During the extended relocation period released employees will retain internal status for the purposes of relocation to another position within the University.
- vi) If an employee has not relocated by the end of his/her extended relocation period, the employee will cease employment with the University and will receive severance as a lump sum payment based on the attached severance pay schedule.
- vii) An employee may cease his/her employment at any time during the extended relocation period and receive severance pay as a lump sum payment based on the attached severance pay schedule.

SCHEDULE OF SEVERANCE PAY

Continuous Years of Service As of Date of Termination	Deferred Severance Pay (Weeks)	Enhanced Severance Pay (Weeks) Effective Date of Termination
--	---	---

0	0	0
1	0	0
2	0	3
3	2	5
4	4	8
5	8	13
6	9	16
7	10	18
8	12	21
9	13	23
10	14	26
11	16	29
12	17	31
13	20	34
14	22	36
15	25	39
16	28	42
17	30	44
18	33	47
19	35	49
20	38	52
21	41	56
22	45	60
23	49	64
24	52	68
25	56	72
26	61	78
27	64	78
28	67	78
29	70	78
30	78	78
31	78	78

Policies for Confidentials

Policy approved by the Business Board, May 7, 2001

Administrative change made to policy 3.01.05, Parental Leave, concerning employer subsidy of benefits, prior to implementation July 1, 2001 (change made on this copy)

Section 3.01.03, Pregnancy Leave, amended; approved by the Business Board, June 22, 2006

Sections 3.01.04, Primary Caregiver Leave, and 3.01.05, Parental Leave, amended; approved by the Business Board, December 15, 2008

Sections 3.01.03, Pregnancy Leave, 3.01.04, Primary Caregiver Leave, 3.01.05, Parental Leave, 3.01.07, Work Scheduling, and 3.01.08, General Leaves, amended; approved by the Business Board, March 5, 2012

Section 3.01.13, Educational Assistance, approved by the Business Board, March 5, 2012

BB/ Policies for Confidentials –P16468