



AMS EMPLOYEE POLICY AND PROCEDURES MANUAL

Amendments

APPROVED BY THE BOARD OF DIRECTORS

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INTRODUCTION

The intention of the AMS Employee Policy and Procedures Manual is to clearly outline the general terms and conditions of employment for all students working for an AMS service, commission or office or who otherwise receive remuneration from the AMS.

For certain employees the specific terms and conditions of their employment are detailed in their respective employment contracts. In those instances, where an employment contract is silent on a specific policy issue the terms contained in this manual will apply. Where *differences* may exist between this manual and a student's contract, the content of the contract shall govern. For students employed within AMS Media Services, including those remunerated through an honorarium, relevant sections of the By-laws of the Alma Mater Society of Queen's University Incorporated shall govern.

This manual is intended to create harmonious and productive working relationships through the fair and consistent application of AMS policy. This manual is also intended to serve employees as a clear statement of many aspects of their employment relationship with the AMS.

The AMS is an equal opportunity employer. It shall endeavour to be non-sexist, non-racist, non-homophobic, and otherwise all-inclusive. The AMS and all of its employees are expected to operate within all applicable legislation including but not limited to the guidelines of the Ontario Human Rights Code, the Ontario Employment Standards Act and Personal Information PIA.

AMS EMPLOYEE POLICY AND PROCEDURES MANUAL

DEFINITIONS

“Conflict of Interest” refers to a situation in which a person in a position may derive personal benefit from actions made in an official capacity, or may unfairly favour a specific outcome due to self-interest. Relationships which equate to a conflict of interest include a romantic relation, a current or future housemate, or a sibling.

“Universal Demerit List” refers to the list of demerits that apply to all services, both corporate and government. The Universal Demerit list is to be included in all service training manuals and must be approved by the Vice Presidents and Service Directors.

ARTICLE 1: STAFFING

1.1 PROBATIONARY PERIODS

1.1.1 All AMS employees shall be subject to a probation period, not to exceed three months, commencing on the first day of their contract.

1.1.1.1 Employees may be terminated within the probationary period without pay in lieu of notice

1.1.2 A probation period will last until the employee’s supervisor informs the employee that the probation period has been lifted

1.1.3 This shall normally occur alongside the employee’s first performance evaluation meeting.

1.1.4 Employees shall be subject to a new probation period at the beginning of each new contract.

1.2 TERM OF EMPLOYMENT

1.2.1 The term of employment for all AMS employees shall be specified in the employee’s contract.

1.2.2 Students may be employed for some part, or all of the summer term subject to staffing and management requirements.

ARTICLE 2: WORK SCHEDULES

2.1 HOURS OF WORK

2.1.1 Hours of work for each service shall be set by service management, and approved by Vice President (Operations)

2.1.2 It is the staff member’s responsibility to regularly read the schedule and ensure they work all scheduled shifts.

2.1.3 If a wage staff works on a statutory holiday, the employee shall be paid 150% of the regular wage rate.

2.1.4 Hours of work for salaried employees shall be stipulated in the terms of the employee’s contract and their job description.

2.1.5 As all employees are students, accommodations may be made where specific academic requirements warrant (i.e. not scheduled during class).

2.1.6 These accommodations are made subject to the approval of the direct supervisor.

2.2 STAFF APPRECIATION CLOSURES

2.2.1 To ensure staff appreciation is standardized across all services, those services whose normal hours of operations extend beyond 7PM may close early a maximum of twice per academic year, with preference given to Holiday and Year End socials.

- 2.2.2 Head Managers will request approval to the relevant Service Director and the Vice-President (Operations) at least two weeks in advance.
- 2.2.3 If approved, services must communicate the change in operation of hours at least one week in advance of the closure.
- 2.2.4 Walkhome and Queen's Student Constables may not close early or decline working an event for a staff social, in recognition of the need for safety services on campus.

2.3 OVERTIME

- 2.3.1 Where the need has been determined for additional hours to be worked beyond the contractual obligations of AMS employees, the overtime policy shall apply.
- 2.3.2 Overtime must be approved in advance of hours worked and shall not be used as an opportunity to decrease work efficiency.
- 2.3.3 In an effort to ensure the health and wellbeing of full-time salaried student staff, no more than 10 hours of overtime approved per week may be approved by direct supervisor and appropriate member of the Executive for an employee to complete work outside of typical duties of their current position.
- 2.3.4 Overtime hours may not be worked without said approval, thus, all overtime hours must be anticipated and approved in advance, in writing from a the applicable member of the Executive.
- 2.3.5 Overtime work includes but is not limited to special projects, events, meetings, major projects, or an assignment that has suffered a setback.
- 2.3.6 Supervisors may require proof of the work completed during the overtime hours.
- 2.3.7 As per the Ontario Employment Standards Act, any completed work that is managerial or supervisory in nature does not qualify as overtime, as it does not deviate from typical duties.
- 2.3.8 Lieu time in the form of supervisor-approved paid days off may be awarded if a salaried staff member works a significant time beyond their contractual agreements and the 10-hour threshold, to be decided by the Executive.
- 2.3.9 Employees will only be allowed to work on statutory holidays when the Executive has determined that services and offices shall remain open on that day.
- 2.3.10 If a statutory holiday is worked by a salaried staff member that staff member will be provided one additional vacation day in lieu.

2.4 BREAKS or EATING PERIODS

- 2.4.1 Employees shall be entitled to breaks or eating periods in accordance with the guidelines set out in the Employment Standards Act of Ontario.

2.5 ATTENDANCE

- 2.5.1 Every employee is expected to:
 - i. be in regular attendance during all scheduled hours of work;
 - ii. report to work on time; and
 - iii. fulfill any other obligations set out in their contract

2.6 TRANSPORTATION

- 2.6.1 In order to ensure the safety and accessibility of participation in the AMS, taxi chits shall be distributed at the discretion of the supervisor, upon the request of an employee, on the basis of darkness, safety, disability, or unreasonable burden.
- 2.6.2 Taxi chits shall normally be issued only when Walkhome is for any reason unsuitable and/or unavailable.

2.7 VACATION

- 2.7.1 All 12/month salaried employees shall be entitled to ten full business days of paid vacation, to be taken subject to approval by the appropriate supervisor.
- 2.7.2 All other full-time salaried employees with contracts less than 12 months shall be entitled to a prorated amount of vacation based on ten days as provided for 12 month contracts.
- 2.7.3 Employees shall be encouraged to take most of their vacation time during the summer months to allow for their availability during the academic year.
- 2.7.4 Notification of intent to take vacation time shall be given to the relevant supervisor and the Executive a minimum of one week in advance.

ARTICLE 3: LEAVES OF ABSENCE

3.1 SICK LEAVE FOR WAGE STAFF

- 3.1.1 Any staff member who cannot report to work because of serious sickness or injury shall be entitled to take a leave of absence without pay for up to four (4) weeks.
- 3.1.2 This period may be extended at the discretion of the head manager.
- 3.1.3
- 3.1.4 When an employee is unable to report to work due to illness/injury, they must contact the manager on duty as early as possible, prior to the commencement of their shift.
- 3.1.5 Staff should try to find an appropriate replacement for their shift, but ultimately the manager on duty is responsible for ensuring that all job responsibilities are covered for the shift.
- 3.1.6 In case of longer absences, the manager on duty must be kept informed of the progress of recovery at regular intervals
- 3.1.7 Service management reserves the right to request a doctor's note for illness.

3.2 SICK LEAVE FOR SALARIED STAFF

- 3.2.1 Should a salaried employee be unable to report work due to a serious injury or illness, she/he must inform the appropriate supervisor immediately.
- 3.2.2 The employee is entitled to ten sick days without loss of pay over the duration of a twelve month contract.
- 3.2.3 All other full-time salaried staff employees, with a contract of less than twelve months, shall be entitled to a prorated amount of sick leave based on ten days in a twelve month period.
- 3.2.4 The Executive has the discretion to allow staff to take sick leave beyond ten days, in extenuating circumstances.
- 3.2.5 This period may be extended with or without pay at the discretion of the supervisor subject to the approval of the VPOPs who shall report the outcome of this to the Board of Directors.
- 3.2.6 The Executive reserves the right to request a doctor's note for illness
- 3.2.7 The AMS reserves the right to fill any vacancies, on a temporary basis, during a staff absence.

3.3 GENERAL COMPASSIONATE LEAVE.

- 3.3.1 In certain unforeseen circumstances, staff members are permitted a compassionate leave. Examples of such circumstances are death in the immediate family, a medical emergency, etc.
- 3.3.2 The decision shall be made by the relevant supervisor and is subject to approval by the Vice President (Operations).
- 3.3.3 All leaves of absence legally required by the Employment Standards Act will be authorized.
- 3.3.4 Whenever possible, the notification of request for leave will be made, in writing, at least three (3) days prior to the leave. The leave should outline a reasoning and length for the leave.
- 3.3.5 Compassionate leaves shall not exceed 10 working days. This can be extended by the Vice President (Operations).

3.4 ELECTIONS

- 3.4.1 Any salaried employee who seeks elected office during the period of their employment must take

- an unpaid leave of absence for the duration of the campaign.
- 3.4.2 The individual, in consultation with their supervisor, shall take steps to ensure that their responsibilities will be adequately covered during the imposed leave of absence, without inflicting undue stress or strain on the service, staff or patrons.
- 3.4.3 Should the employee's campaign be successful, the Board of Directors may require the individual to resign their position immediately if the individual is a Manager; if the individual is a Director, Commissioner, or Coordinator, they may be required to immediately resign by the Executive.
- 3.4.4 Ultimately, it is the responsibility of the Executive to ensure that the respective department is adequately managed during an imposed leave of absence or resignation.
- 3.4.5 The Executive reserve the right to hire temporary staff in order to fill any vacancies during a staff leave.
- 3.4.6 No salaried employee shall be permitted to take a leave of absence to participate in support of, or against, a campaign in any campus election or referendum.

ARTICLE 4: ACCOMMODATION

4.1 ORGANIZATIONAL PHILOSOPHY

- 4.1.1 The AMS will comply with all legislation regarding accommodations, up to the point of undue hardship.
- 4.1.2 The AMS is committed to creating a workplace that is respectful of all persons and aims to foster a climate of understanding and mutual respect for the dignity, individuality and worth of all its employees.
- 4.1.3 The AMS values individual differences, respects individual needs, and supports accessibility, diversity and fairness in its treatment of all employees and recognizes its duty to accommodate under the Human Rights Code, to the point of undue hardship.
- 4.1.4 The AMS actively strives to establish a workplace where employees feel comfortable in disclosing information and seeking assistance.
- 4.1.5 The AMS commits itself to a confidential and timely accommodation process.

4.2 ACCOMMODATION – EMPLOYER RESPONSIBILITY

- 4.2.1 The AMS shall assume responsibility for initiating the planning process for accommodations once the need has been communicated.
- 4.2.2 The Director of Human Resources and the employee shall find and participate in implementing a solution that enables the employee to perform their job.
- 4.2.3 If the employee works for a service, the Human Resources Assistant Manager or the Head Manager may work with the Director of Human Resources and the employee to find an appropriate solution.
- 4.2.4 If the employee works in an office or commission, the Supervisor will work in collaboration with the Director of Human Resources and the employee to find an appropriate solution.
- 4.2.5 The AMS is responsible for altering or redefining the job duties of the employee to allow the individual to perform all essential duties of the position.
- 4.2.6 The solution will be approved by both the direct supervisor and the employee.
- 4.2.8 Once an accommodation plan has been implemented, the AMS shall review it periodically.
- 4.2.9 The AMS shall not disclose details of the accommodation process to anyone without written consent of the employee, with the exception of the Director of Human Resources, immediate supervisor, legal counsel and the relevant member(s) of the AMS Executive if necessary

4.3 ACCOMMODATION - EMPLOYEE RESPONSIBILITY

- 4.3.1 It is the responsibility of the employee to notify their supervisor or the Director of Human Resources of the need for accommodation.
- 4.3.2 The employee shall be responsible for disclosing information that is relevant to the need for accommodation including applicable documentation from a health professional outlining specific limitations if necessary.
- 4.3.3 The employee will work collaboratively, in conjunction with the Director of Human Resources and their supervisor, if necessary, to develop an accommodation plan that will allow the employee to meet the job requirements/perform essential duties.
- 4.3.4 The employee shall notify the Director of Human Resources and/or their supervisor if the accommodation is not adequately meeting their needs to ensure that their job requirements are met.
- 4.3.5 The employee and the Director of Human Resources will work in conjunction to ensure that modifications to accommodations allow the employee to meet job requirements.

ARTICLE 5: STAFF TRAINING AND DEVELOPMENT

5.1 WAGE/SERVICE STAFF RESPONSIBILITIES

- 5.1.1 Every student employee shall meet their service's training requirements, as defined within their service training manuals. Failure to do so may result in disciplinary action.
- 5.1.2 Employees shall be paid at the minimum wage prescribed in the Employment Standards Act for all mandatory training sessions.
- 5.1.3 The AMS is responsible for ensuring that all of its employees are properly trained to deal with duties they are required to perform. This includes the proper use of equipment as well as the liability involved with dealing with customers.
- 5.1.4 All wage staff shall undergo Bystander Intervention Training, Self-Care Training and Sensitivity Training.

5.2 SALARIED STAFF

- 5.2.1 All full-time salaried staff shall be required to participate in all mandatory training scheduled during their term.
- 5.2.2 Employees may not take vacation during May training without written approval from the Executive
- 5.2.3 Training will occur the first Thursday and Friday of the first full work week of May. The following Monday and Tuesday shall be reserved for training based on schedules and the number of sessions required.
- 5.2.4 Any training not available during May will be held the last week in August or the first week in September.
- 5.2.5 Services shall be closed during all training sessions scheduled in May, August and September.
- 5.2.6 May training sessions shall be scheduled and organized by the outgoing Director of Human Resources, in conjunction with both Executives and the Incoming Director of Human Resources
- 5.2.7 All subsequent trainings, including August and September sessions, shall be organized by the Incoming Director of Human Resources
- 5.2.8 For any salaried staff not on a twelve month contract, all mandatory training will be held in August and September.
- 5.2.9 Those required to attend each session shall be determined by the Executive and communicated to salaried staff at least one week in advance of each session.
- 5.2.10 May Mandatory Training must include the following:

- i. Sensitivity
- ii. Customer /Student Service
- iii. AMS Organizational Structure and History of the AMS
- iv. Executive Expectations
- v. Professionalism in the Workplace
- vi. Service Tours
- vii. Government Tours
- viii. Information Management Presentation
- ix. Office Presentations
 - a. Human Resources
 - b. Communications
 - c. Advancement
 - d. Information Technology
- x. Self-care
- xi. Assembly and the Board of Directors
- xii. Anti-Hazing Training

5.2.11 Ongoing training throughout the summer must include training on the following:

- i. Goal Planning
- ii. Budgeting
- iii. Volunteer Engagement (for anyone with volunteer reports)
- iv. Bystander Intervention Training
- v. Coaching for Difficult Conversations
- vi. Cultural Competency Training

5.2.12 Any additional training sessions shall be included at the discretion of the Executive, in coordination with the Director of Human Resources.

5.3 ACCESSIBLE CUSTOMER SERVICE TRAINING

5.3.1 In accordance with the Accessibility for Ontarians with Disabilities Act, all AMS employees shall receive mandatory training on Accessible Customer Service.

5.4 QUEEN' S STUDENT CONSTABLES

- 5.4.1 All employees of Queen's Student Constables shall complete provincially mandated security training and pass the licensing exam.
- 5.4.2 The AMS shall provide the opportunity for employees to fulfill the in-class component of the training and shall pay associated examination and licensing fees upon presentation for reimbursement.
- 5.4.3 Employees who are unable to attend the in-class training as arranged by the AMS are responsible for completing this component, on their own time. The AMS will reimburse the cost of the training as well as the associated examination and licensing fees as long as the training is completed by the commencement of their contract and the final reimbursement date, as set by the Queen's Student Constable Head Manager and their supervising Director.

5.5 PERFORMANCE APPRAISALS

- 5.5.1 Consistent with the AMS seeking to provide learning experiences for all its employees, the general intent of performance appraisals shall be to identify strengths and areas of concern to afford employees an opportunity for growth and improvement.
- 5.5.2 Performance appraisals shall take place twice a year for those on a 12-month contract, and once a year for those on an 8-month contract.

- 5.5.3 The first evaluation shall occur near the end of the first four-month period of a 12-month contract, normally taking place in July and August.
- 5.5.4 The second shall occur midway through an 8-month contract, normally taking place in October and November.
- 5.5.5 If the employee has requested a follow-up meeting or the supervisor has deemed it necessary, these meetings shall take place in January.
- 5.5.6 Performance appraisals shall consist of two components:
 - i. A written, self-evaluation survey and a performance evaluation of the following employees: (as applicable): their supervisor(s), direct reports, peers, and the Executive as a team where possible. This survey shall consist of a numerical ranking of skills relevant to the position, as well as an area to comment on strengths and areas of improvement.
 - ii. A performance review meeting with the employee's supervisor. One additional supervisor or equivalent may attend, at the discretion of the supervisor. During evaluation meetings, the employee and supervisor may request a follow up meeting. These meetings shall be held in September for the July/August evaluations and January for the October/November evaluation.
- 5.5.7 All employees shall have at least two weeks to complete the written evaluations.
- 5.5.8 Executive evaluations shall be administered by the Director of Human Resources. The Director of Human Resources and the General Manager will perform the evaluation meeting of both the Executive as a team and the individual executive.
- 5.5.9 Executive Team evaluations shall be administered by the Director of Human Resources and provided to the appropriate supervisor within one week of the evaluation deadline, regardless of whether all evaluations are submitted.
- 5.5.10 All other evaluations shall be administered by the Director of Human Resources and provided to the appropriate supervisor within two weeks of the evaluation deadline, regardless of whether all evaluations are submitted.
- 5.5.11 No employee will be provided the raw data from their own evaluation, but may request a summary of feedback from their supervisor.
- 5.5.12 No full-time staff member who is a supervisor may conduct a performance review meeting until they have participated in their own performance review meeting.
- 5.5.13 For head managers and assistant managers the performance review meeting shall typically be conducted by two supervisors.

ARTICLE 6: DISCIPLINE AND APPEALS PROCEDURE

6.1 POLICY

- 6.1.1 The general intent of disciplinary action shall be to correct and improve employee performance, not to punish.
- 6.1.2 The standard of conduct expected from services staff and salaried employees is full adherence to the terms of employment stated in this manual, the rules outlined in service specific staff manuals and any employment contract they have signed. All employees shall be provided with a comprehensive list of rules and expectations.
- 6.1.3 Expectations for adherence to proper conduct standards shall remain in effect for all employees while they are present but off-duty in any AMS service, and for employee interaction with co-workers outside the service in which they are employed.
- 6.1.4 All disciplinary actions and any record of such shall remain confidential. In the event of the termination of a full-time employee, the Board of Directors or Executive may choose to release a statement of notification.
- 6.1.5 When a conflict of interest exists between an employee and their supervisor, the supervisor shall remove themselves from any disciplinary process. Responsibility for the process shall be delegated to another AMS employee in a supervisory position to the employee (e.g. HR manager, director) subject to the approval of the VPOPs.

- 6.1.6 The Director of Human Resources, insofar as the position is a resource for both the organization and individual employees, shall not be present in any disciplinary meetings.
- 6.1.7 The only exception to this is if the Director of Human Resources is the direct supervisor of the employee being disciplined.
- 6.1.8 In all disciplinary meetings regarding the Talent Acquisition Manager and the Deputy Director of Human Resources, the General Manager shall serve as a resource for the employee being disciplined.
- 6.1.9 All written documentation concerning employees shall be subject to review by the Director of Human Resources prior to presentation or discussion with the employee, who shall ensure adherence to AMS policy and legal requirements.

6.2 PROGRESSIVE DISCIPLINE

- 6.2.1 The escalating measures listed below shall generally be followed in the event of a rule infraction, unsatisfactory performance or inappropriate conduct.
- 6.2.2 All services must abide by the Universal Demerit List.
- 6.2.3 For areas in which the Universal Demerit List is lacking, managers may add service-specific demerit allocations. These should be approved by the appropriate director and Vice Presidents who must ensure uniformity and fairness among services' demerit systems.
- 6.2.4 Any employee receiving a demerit(s) shall be informed of this disciplinary action and shall be required to acknowledge it, normally by initialing it in their employee file.
- 6.2.5 Both head managers and directors shall have the discretion to bypass any measure in favour of a more severe one, when in their judgment an employee's offence is deemed serious enough to justify so doing.
- 6.2.6 In the event that a disciplinary measure is bypassed by a head manager/director, their supervisor shall be notified. Where disciplinary measures have been taken for a service staff during the May-August period, the head manager shall have the discretion to reset a clean slate for the staff member in the fall, where the manager has determined the existence of extenuating circumstances.
- 6.2.7 The discipline system should follow the following progression:

- i. Warning noted in employee's employment file

The employee shall be so informed verbally and are advised that the date of the meeting and details of the warning will be retained on file, typically in the form of demerit points.

- ii. First formal warning and meeting with employee

This warning shall be in the form of a letter to be retained in the employee's file and shall be signed by both the employee and the appropriate supervisor. The supervisor shall schedule a meeting with the employee to address areas of concern regarding the employee's job performance. This shall normally occur after the accumulation of four (4) demerits points so as to acknowledge concerns early and allow the employee the opportunity for improvement.

An employee who believes they have been disciplined unfairly is entitled to discuss this matter with the next level of management.

The employee shall be notified during this meeting that if they are to progress to a second formal warning they will not be eligible for rehire.

- iii. Second formal warning and meeting with employee

This warning shall be in the form of a letter to be retained in the employee's file and shall be signed by both the employee and the appropriate supervisor. The supervisor shall schedule a meeting with the employee to address areas of concern regarding the employee's job performance. This shall normally occur after the accumulation of 7 demerits points so as to acknowledge concerns early and allow the employee the opportunity for improvement.

An employee who believes they have been disciplined unfairly should, and is entitled to, discuss this matter with their direct supervisor.

Any service staff employee who receives a second formal warning, at seven demerits, will not be eligible for rehire in the following year.

The outgoing Service HR Assistant Manager or Head Manager will be responsible for providing a list of all staff who have reached seven demerits to the Director of Human Resources by the application deadline for rehire.

6.3 TERMINATION

- 6.3.1 The initial decision to terminate employment shall be made independently by the Head Manager or supervisor.
- 6.3.2 Staff terminations shall be subject to approval by the relevant Director for the service.
- 6.3.3 The Director of Human Resources shall be notified as soon as the initial decision to terminate the employee has been made, to ensure that the termination follows policy and procedures and to ensure all legal responsibilities have been considered.
- 6.3.4 The decision to terminate shall then be subject to a final review and approval by the VPOPs before any action is taken.
- 6.3.5 A decision to terminate a Head Manager shall be made by the relevant Director and the VPOPs.
- 6.3.6 A decision to terminate an Executive Team member shall be made by the Executive, subject to approval by the Board of Directors.
- 6.3.7 A decision to terminate the Queen's Journal Editors-in-Chief must follow the procedure outlined in the Journal policy.
- 6.3.8 Causes for immediate dismissal shall include, but not be limited to, willful misconduct, willful neglect of duty, repeated unavailability for work, theft, gross insubordination, harassment/discrimination and substance abuse while on duty.
- 6.3.9 Termination of a part-time employee shall normally occur after the accumulation of 10 demerit points, though employment may be terminated sooner, consistent with the discretion afforded head managers and directors to bypass a disciplinary measure for a more severe one.
- 6.3.10 A head manager shall not be required to automatically terminate employment at the accumulation of 10 demerit points, however, *any further* infraction warranting demerits shall result in automatic termination, at the discretion of the appropriate Director.
- 6.3.11 An employee's employment may be terminated at any point during the probationary period without cause and without notice or pay in lieu of notice.
- 6.3.12 Once the probationary period has been completed, an employee may be terminated without cause by providing the employee with the following working notice, or at the sole discretion of the AMS, pay in lieu of such notice in compliance with the Employment Standards Act.

Length of Service	Weeks of Notice Pay
Less than one year	1 week
1- less than 3 years	2 weeks
3 – less than 4 years	3 weeks

- 6.3.13 An employee who has been terminated shall be notified both in writing and in a meeting with those authorized to make this decision. The VPOPs or delegate shall be present at all such

- meetings. The employee shall be informed of their right to appeal at the time of termination.
- 6.3.14 The Board shall receive written notification of any decision to terminate a full-time employee at the next scheduled Board meeting.
 - 6.3.15 A tri-club ban issued to any Queen's Student Constables or TAPS employee shall also constitute grounds for immediate dismissal.
 - 6.3.16 The AMS shall act in accordance with any special reporting considerations for any employees affiliated with the Work Study and Queen's University Internship Program.

6.4 APPEAL OF TERMINATION

- 6.4.1 A decision to terminate an employee will only be subject to appeal in the event that Hiring and Appointment Policy and Procedures, Employee Policy and Procedures, and/or employee contract has been violated.
- 6.4.2 A decision to terminate an employee may also be subject to appeal if the termination occurred with cause.
- 6.4.3 An appeal of termination shall be made to a joint committee of the Chair of the Board, Vice President (Operations), and General Manager.
- 6.4.4 The appeal must be filed in writing to the above within three business days of the employee being notified in writing of the termination.
- 6.4.5 The submission shall state the grounds for the appeal and shall include any supporting evidence/documentation.
- 6.4.6 The committee of the Chair of the Board, Vice President (Operations), and General Manager shall overturn a management decision to terminate only where there is clear and compelling evidence that the termination was not in adherence to AMS policies and procedures, or in violation of the employment contract.
- 6.4.7 The onus shall be on the employee filing the appeal to produce evidence and a substantive basis to support the contention that they have been wrongfully dismissed.
- 6.4.8 The committee of the Chair of the Board, Vice President (Operations), and General Manager shall have the right to immediately dismiss an appeal where it is determined that the employee's grounds for appeal are not substantive.
- 6.4.9 A decision on the appeal should be rendered within one week of receipt of the written submission, barring unforeseen circumstances.
- 6.4.10 Written notification of the decision shall be given to all concerned parties, including the Director of Human Resources.
- 6.4.11 At the conclusion of the appeal process, the termination may be upheld or overturned. No other amendments shall be made to the termination decision.
- 6.4.12 In the event the termination is overturned, the employee shall be eligible for lost wages/salary.
- 6.4.13 The committee of the Chair of the Board, Vice President (Operations) and General Manager shall report their decision to the Board of Directors for information purposes.
- 6.4.14 The decision shall be final and there shall be no further right to appeal.

ARTICLE 7: PERSONNEL RECORDS

7.1 PERFORMANCE RECORDS

- 7.1.1 Employee records including performance evaluations and all information relating to demerits and other disciplinary action shall be maintained by individual services, in a secure location, in a standardized format and transferred to the Human Resources Officer for review and storage in April of each year.
- 7.1.2 If the individual service does not have a secure location for this information and cannot make one available, signed contracts, verbal and written warnings, and confidential medical

information should be kept in the Human Resources Office.

- 7.1.3 All employment records for any employee shall be retained for two years from the end of the year in which they were terminated.

7.2 ACCESS/VIEWING

- 7.2.1 Performance evaluations are completed primarily for the purpose of improving employee performance and are the property of the Alma Mater Society Inc.
- 7.2.2 Employees may review the contents of their personnel files in their supervisor's office only on submission of a written request or previous arrangement with the supervisor.
- 7.2.3 Employees will not gain access to the raw data of their performance evaluations for confidentiality reasons.
- 7.2.4 Former employees may do the same in the Human Resources Office, upon submission of a written request or previous arrangement with the Director of Human Resources.
- 7.2.5 This information may be viewed by hiring committees for all AMS salaried positions and for service staff positions.
- 7.2.6 Commissioners may access these files for applicants for volunteer positions within their Commission.
- 7.2.7 Hiring panels who wish to access these files must do so by written request to the Director of Human Resources, with at least 24 hours' notice.
- 7.2.8 Employees may request a copy of their contract or any disciplinary documents from the Director of Human Resources.
- 7.2.9 Any release of these confidential records, other than as described in this policy, shall require authorization from the AMS Board of Directors, unless required by law.

ARTICLE 8: REMUNERATION ADMINISTRATION

8.1 REMUNERATION

- 8.1.1 Salaries and wages shall be reviewed every three years and established by the AMS Board of Directors as required. This review shall, to the extent possible, be completed prior to the commencement of the annual winter/spring hiring period so as to ensure all applicants have accurate remuneration information for AMS positions.
- 8.1.2 The Board of Directors shall provide an official, approved copy of the salary grid to the incoming Vice-President (Operations) and the incoming Director of Human Resources.
- 8.1.3 The finalized salary grid will be reviewed by the incoming Vice-President (Operations) and incoming Human Resources Officer prior to the first payroll period of their term in office.
- 8.1.4 The Outgoing Vice-President (Operations) and Director of Human Resources are responsible for ensuring that all compensation amounts accurately reflect:
 - i. The salary amounts for the contract duration;
 - ii. The Health and Wellness bonus allocation for the contract duration;
 - iii. The correct incoming bonus;
 - iv. The correct amount of salary withheld for transition.
- 8.1.5 Should any discrepancies be noted, or changes required, the Vice-President (Operations) shall seek final approval from the Board of Directors.

8.2 PAY PERIODS

- 8.2.1 All staff will be paid bi-weekly, unless extenuating circumstances warrant (i.e. if the end of the fiscal year falls in between a pay period).
- 8.2.2 All pay will be paid out on the Thursday following the conclusion of the pay period.

8.3 PAY DISCREPANCIES

8.3.1 Any queries or complaints regarding pay cheques should be directed first to the manager, and then to the appropriate Director/supervisor.

8.4 COMPENSATION FOR PERSONAL PROPERTY LOSS/DAMAGE

8.4.1 The AMS shall bear no responsibility for the loss or damage to any personal property of an employee that is not required, or otherwise necessary, for the employee to perform their normal duties in the workplace.

8.4.2 Where an employee's personal property is required in the performance of their duties, and that property is damaged during the normal course of work, that employee's direct supervisor, in consultation with the next level of management, shall have the discretion to authorize financial compensation or replacement as they deem appropriate when the item cannot be repaired or cleaned to an acceptable/usable standard.

8.4.3 In the event of a disagreement or conflict, the Vice-President (Operations) shall make the final decision.

ARTICLE 9: INJURIES

9.1 REPORTING

9.1.1 Any employee who injures herself or himself during the conduct of duties for the AMS shall report the injury to their supervisor during the shift on which the injury occurs.

9.1.2 In the case where, the injured person is in a supervisory role they shall report the injury to their supervisor as soon as possible after the shift.

9.1.3 If the supervisor must leave their duties, they will appoint another employee as supervisor in their place.

9.1.4 The supervisor on duty should prepare a written report of any injuries that have occurred during a shift. If the injury needs medical attention and/or hampers the employee's ability to perform his/her regular duties, this report will be submitted to the Director of Human Resources the next day.

9.1.5 The Director of Human Resources is responsible for submitting all required documentation to the Workplace Safety and Insurance Board (WSIB) and informing the Joint Health and Safety Committee of the event at the next meeting.

9.2 LEAVE

9.2.1 The AMS shall not knowingly employ anyone with an injury or permanent condition whose health will be endangered by the regular performance of her/his duties.

9.2.2 In the case where an employee is injured off the job, and unable to perform his/her duties the employee shall be considered on sick leave as per the relevant sections of this policy.

9.2.3 In the case where an employee is injured on the job, the Director of Human Resources will work with them to ensure all WSIB procedures are followed. They shall be designated on sick leave as per the relevant sections of this policy.

9.3 COMPENSATION

9.3.1 The injured employee shall be compensated in accordance with section 3 of this policy.

9.3.2 The specific service shall endeavour to compensate the employee upon their return to work through increasing the number of shifts available (where possible).

9.3.3 The AMS is not responsible for compensating employees for unreported injuries

9.3.4 If the individual wishes to pursue compensation beyond this, they must appeal through the process outlined in this policy for appealing disciplinary action.

ARTICLE 10: STAFF LAYOFFS

10.1 ELIGIBILITY

10.1.1 The AMS may consider all employees in a given service (including management) as eligible to be laid off.

10.2 EMPLOYER RESPONSIBILITIES

10.2.1 The AMS has the responsibility of ensuring that, when decisions to lay people off are made, staff members affected by this decision shall be notified in a reasonable timeframe.

10.3 NOTICE

10.3.1 All layoffs proposed by managers/directors shall be subject to approval by the AMS Board of Directors.

10.4 RETURNING TO WORK

10.4.1 Should conditions change such that additional employees are required following a layoff period then any employees who have been laid off shall have the right of first refusal for said jobs in that year (unless the employee has been terminated for reasons of cause).

ARTICLE 11: TRANSITION

11.1 GENERAL

11.1.1 All salaried employees shall be required to write a transition manual and submit it to their immediate supervisor as specified. The transition manual will be due before the Winter term reading week break. This process shall be known as Phase I.

11.1.2 All salaried employees shall be required to write an operations manual and submit it to their immediate supervisor by a specified date as outlined in their employment contract. This transition manual will be due the first week of April. This process shall be known as Phase II.

11.1.3 All salaried employees shall be required to create a list of learning outcomes, and then use these as a guideline to transfer knowledge of their role to their successor through meetings. This list will be due to their immediate supervisor at the same time as the Phase I.

11.1.4 Intermediary due dates may be added at the discretion of the Executive, in conjunction with the Director of Human Resources, to ensure effective materials are provided as Phase I and Phase II manuals.

11.1.5 All salaried employees shall be expected to complete a submission for the Annual Report before the end of their term, to be submitted to the Director of Communications and monitored by their direct supervisor.

11.1.6 Before the end of their terms, all employees must return all keys to the Student Life Centre. Failure to do so will result in a forfeiture of their key deposit.

11.2 CONTENT

11.2.1 Transition Phase I: Transition Manual. The transition manual shall include all relevant information regarding the transition process, and preparing the incoming staff member for the first day of their contract. Transition Manuals shall include the following components:

- i. Full job description and outline of responsibilities
- ii. Relevant information regarding the hiring process:

- Positions for which they will be hiring
 - Suggested hiring criteria
 - Hiring timeline
 - Job description and outline of responsibilities for those they will be hiring
 - Any additional, necessary information
- iii. A timeline of the transition period and the list of learning outcomes.
 - iv. Policies and/or documents that the successor will need prior to commencement of position.
 - v. Explanation of AMS hierarchy
 - vi. Explanation of internal (i.e. Assembly, Board and committees) or external (i.e. Senate, SOARB) committees they are on, if applicable
 - vii. A list of working relationships that hold relevance to the position.
 - viii. Any budgetary information that will be needed within the first two weeks.
- 11.2.2 Transition Phase 2: Operations Manual. This manual shall include all relevant information to the incumbent on how to fulfill their job responsibilities starting from the first day of the contract. Operations Manuals shall include the following components:
- i. A timeline of essential tasks, programming, and events, and when they should be completed.
 - ii. Ongoing projects/initiatives that require follow-up or continuation
 - iii. Budget and strategic planning documents
 - iv. Copies of pertinent documents
 - v. General administrative tasks such as email, phone, vouchering etc.
 - vi. Detailed operational instructions on completing daily/weekly/monthly responsibilities
 - vii. Any long term or strategic plans that require continued implementation as well as an explanation as to why they are pertinent.
 - viii. Head or business managers of AMS Services shall include revised budgetary submissions for the use of their successor that include but are not limited to: budgetary expectations for the next year for operational variables such as volume of sales, cost of goods, staffing costs; explanations of variance levels from budget to actuals; and general budgeting guidelines for the service.
- 11.2.3 Transition Meetings and Learning Outcomes: These meetings shall take place between each salaried employee and their successor to ensure exhaustive knowledge transfer of the job's duties as outlined in the relevant list of learning outcomes.
- 11.2.4 The list of learning outcomes shall specify the elements of the job that the incoming salaried employee shall understand after the completion of transition meetings with the relevant outgoing employee.
- 11.2.5 Salaried employees shall hold transition meetings with their successors in order to educate them on the elements of their job as specified by the list of learning outcomes. The responsibility for scheduling and conducting these transition meetings shall lie with the incumbent salaried employees. Salaried employees shall be required to review and update the relevant list of learning outcomes throughout the term of their contract.
- 11.2.6 Upon commencement of their contract, incoming salaried employees shall review the relevant lists of learning outcomes and ensure that they exhaustively capture the knowledge of the role that must be transferred between themselves and their successors.
- 11.2.7 Incoming and outgoing employees will meet with their immediate supervisors to ensure that the incoming employee is knowledgeable enough in their position to complete transition.

11.3 CONFIDENTIALITY

The relevant Transition and Operations Manuals for each individual position shall be considered confidential documents until the incoming employee has signed accepted their offer. Once the employee has been hired,

and ratified where appropriate, they shall have access to all iterations of the relevant Transition and Operations Manuals.

11.4 TRANSITION PERIOD

- 11.4.1 Transition shall occur between March and April for those employees whose contract begins between May and September 1st.
- 11.4.2 For those who have irregular start dates (i.e. December 1st), transition shall occur in the month preceding the commencement of their contract.
- 11.4.3 Meeting shall normally be spent in the equivalent of an on-shift transition format. The nature of the transition shall be dependent on the position, however in all cases the two employees shall spend the time in their place of work.
- 11.4.4 The outgoing salaried employee shall be responsible for ensuring their incoming counterparts fulfill the necessary transitional hours to effectively complete their job duties. This should not total less than 20 hours of transition meetings unless otherwise approved by the relevant supervisors, and they are being educated according to the relevant list of learning outcomes. This will be verified via the Transition Meetings and Learning Outcomes meetings. The outgoing supervisor shall be responsible for ensuring outgoing employees are educating the relevant incoming employee according to the relevant list of learning outcomes.
- 11.4.5 Where there is sufficient evidence that there is a need for additional transitioning, a former employee may be paid hourly to provide additional assistance where necessary, during the month of May. This shall be capped at a maximum of 10 hours, unless extenuating circumstances require additional time. In all cases, this additional time shall be approved by the Executive and General Manager.

11.5 MONITORING/FAILURE TO COMPLY

- 11.5.1 The relevant supervisor, outgoing Executive, Director of Human Resources, General Manager, Retail Operations Officer, and Information Officer shall be responsible as a team for monitoring and ensuring compliance of outgoing employees with regards to expectations surrounding Transition Manuals and Operations Manuals. For purposes of clarity transition responsibilities shall be in three parts:
 - i. Transition Manual Phase I
 - ii. Transition Manual Phase II
 - iii. Learning Outcomes Meetings
- 11.5.2 The relevant incoming and outgoing supervisors shall be responsible for monitoring and ensuring compliance of incoming and outgoing employees with regards to Outcomes Based Transition Meetings. Incoming supervisors shall be expected to regularly meet with their incoming employees during transition period in order to monitor this progress.
- 11.5.3 As stated in the employment contract, a total of 4% of the employee's total salary shall be withheld over the course of their employment, to be paid in installments for completion of Phases I, II and the list of learning outcomes of transition.
- 11.5.4 Completion of Phase I will each result in the employee receiving 1% of their total salary upon timely submission to the Director of Human Resources (DHR).
- 11.5.5 Completion of Phase II will result in the employee receiving 2% of their total salary upon timely submission to the Director of Human Resources.
- 11.5.6 Completion of transitional meetings will result in the employee receiving 1% of their total salary, upon the DHR receiving confirmation from the outgoing and incoming supervisor that transition has satisfactorily been completed, and receipt of the final transition sign off. The final transition sign off should be signed by the incoming team member in the presence of the outgoing supervisor, the Retail Operations Officer, the General Manager, or the Director of Human Resources.
- 11.5.7 A late submission or failure to complete Phase I or Phase II of the transition process shall result in a forfeiture of one quarter of the 1% of salary per week it is late, for a maximum of

four weeks for each Phase. If Phase II has not been submitted by last day of the outgoing employee's contract, the employee will forfeit 2% of their salary.

- 11.5.8 Failure to complete transitional meetings and receipt of the transitional sign off shall result in a forfeiture of 1% of their salary.
- 11.5.9 A failure to comply with the transitional process of this policy, or any inadequate availability or cooperation in the transition process may also result in the forfeiture of a portion of the 4% that has been withheld, at the discretion of the appropriate supervisor.
- 11.5.10 The Director of Human Resources shall be responsible for tracking submission of transition manuals, operations manuals, lists of learning outcomes, ensuring completion of transition meetings and coordinating corresponding remuneration with the AMS Payroll & Administrative Assistant.
- 11.5.11 The Director of Human Resources will inform and confirm the status of transition documents and meetings with the respective member of the AMS Executive.

11.6 CONTRACTS

- 11.6.1 Contracts for all salaried staff shall outline all transition requirements, including the submission of a transmission manual and one-on-one transition with the relevant incoming employee.
- 11.6.2 Contracts shall clearly outline the total salary for the position, the percentage of the salary and/or the specific amount that will be withheld pending the completion of transition requirements.

11.7 STORAGE

- 11.7.1 Transition manuals shall be collected by the Director of Human Resources for electronic storage.

ARTICLE 12: CONTRACTS

12.1 SIGNING

- 12.1.1 All AMS employees shall be required to sign an employment contract detailing the terms and conditions of their employment.
- 12.1.2 The contract signing period will be determined by the Incoming Vice President (Operations) and the outgoing Director of Human Resources.
- 12.1.3 Salaried employees shall be notified of this requirement at the time an employment offer is extended to them. It shall be the responsibility of the Incoming Vice-President (Operations) with the assistance of the outgoing Human Resources Officer to ensure that the relevant incoming employees have signed their contract normally no later than the last day of April or prior to the commencement of their employment.
- 12.1.4 Prior to commencing work, all employees and appointees shall be made fully aware of their job descriptions, any remuneration, time requirements and all relevant rules and regulations.
- 12.1.5 Employees shall be made aware of this manual and informed as to how to access it at any time.
- 12.1.6 All employees will be given 48 hours to review their contracts and consult legal counsel.
- 12.1.7 The review and approval process of the salary grid must be completed prior to contract signing and provided by the incoming Vice President (Operations) to the Administrative & Payroll Assistant no later than March 31st prior to the processing of the first payroll in May.

12.2 EXTENDED SIGNING

12.2.1 If the employee is hired after the designated signing period it is the responsibility of their direct supervisor to have the employee sign a contract before they begin their term.

12.3 CONTRACT CONTENT

12.3.1 The content of all contracts shall be subject to approval by the AMS Board of Directors, and legal counsel.

12.4 CONTRACT ACCESS

12.4.1 All contracts should be stored in the AMS Human Resources Office. An employee's contract may be viewed by that employee at any time, upon request.

ARTICLE 13: RESIGNATION

13.1 SALARIED STAFF

13.1.1 In the event that a salaried staff member resigns, they shall be expected to give at least two weeks' notice.

13.1.2 The AMS may choose to forgo the notice period and accept immediate resignation.

13.1.3 If at all possible, an effort shall be made to participate in the facilitation of the transition of their replacement, in a manner to be determined by their direct supervisor.

13.1.4 A staff member who has resigned shall inform their immediate supervisor. It is then the responsibility of the immediate supervisor to report the resignation to the Executive and the Director of Human Resources.

13.1.5 The DHR shall confirm that proper notification is given to the AMS Administrative and Payroll Assistant to ensure remaining pay is administered appropriately.

13.1.6 All staff of the appropriate service shall be notified of the resignation via email and, where applicable, a notice may be posted on the AMS website.

13.2 Service/Wage Staff

13.2.1 In the event that a service/wage staff member resigns, they shall communicate this to their Human Resources Manager or Head Manager if a service does not have one. The manager shall then communicate this information to the Head Manager/Department Head and the Director of Human Resources.

ARTICLE 14: RECRUITMENT

14.1 Employee Recruitment

14.1.1 All AMS salaried staff shall support and participate in recruitment efforts as determined by the Director of Human Resources and the Executive.

14.2 Information Sharing

14.2.1 All AMS Salaried staff shall provide the same relevant information and advice about their positions to all potential applicants who approach them.