



**AMS
EMPLOYEE POLICY AND
PROCEDURES MANUAL**

Amendments

APPROVED BY THE BOARD OF DIRECTORS

Jan 91, Jan 96, April 98 October 01 November 01 March 04 Nov 05 Nov 07 Jan 08
Aug 09 Oct 29 09 November 11 2010 April 7 2011 January 2012 Sept. 13 2012 April 2013 Sept. 2013
Dec 2013 Jan 2014 Feb 6 2014 April 10 2014 November 2015

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 whether by salary or wage.

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 material in this manual will apply. Where *differences* may exist between this manual and a student's contract, the content of the contract shall prevail. For students employed within AMS media services, including those remunerated through an honorarium, some provisions within this document may be superseded by relevant sections of the By-laws of the Alma Mater Society of Queen's University Incorporated.

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 the guidelines of the Ontario Human Rights Code, the Charter of Rights and Freedoms, and the Ontario Employment Standards Act.

TABLE OF CONTENTS

ARTICLE 1:	STAFFING
1.01	Probationary Periods
1.02	Term of Employment
ARTICLE 2:	WORK SCHEDULES
2.01	Hours of Work
2.02	Overtime
2.03	Breaks
2.04	Attendance
2.05	Transportation
2.06	Vacation
ARTICLE 3:	LEAVES OF ABSENCE
3.01	Sick Leave
3.02	General Compassionate Leave
3.03	Elections
ARTICLE 4:	ACCOMMODATION
4.01	Organizational Philosophy
4.02	Accommodation – Employer Responsibility
4.03	Accommodation – Employee Responsibility
ARTICLE 5:	STAFF TRAINING AND DEVELOPMENT
5.01	Wage/Service Staff Responsibilities
5.02	Salaried Staff
5.03	Accessible Customer Service Training
5.04	Queen’s Student Constables
5.05	Performance Appraisals
ARTICLE 6:	DISCIPLINE AND APPEALS PROCEDURE
6.01	Policy
6.02	Progressive Discipline
6.03	Termination
6.04	Appeal of Termination
ARTICLE 7:	CONFIDENTIALITY OF PERSONNEL RECORDS
7.01	Performance Records
7.02	Access/Viewing
ARTICLE 8:	REMUNERATION ADMINISTRATION

- 8.01 Remuneration
- 8.02 Pay Periods
- 8.03 Pay Discrepancies
- 8.04 Compensation For Personal Property Loss/Damage

ARTICLE 9: INJURIES

- 9.01 Reporting
- 9.02 Leave
- 9.03 Compensation

ARTICLE 10: STAFF LAYOFFS

- 10.01 Eligibility
- 10.02 Employers' Responsibilities
- 10.03 Notice
- 10.04 Returning to Work

ARTICLE 11: TRANSITION

- 11.01 General
- 11.02 Content
- 11.03 Confidentiality
- 11.04 Transition Period
- 11.05 Monitoring/Failure to Comply
- 11.06 Contracts
- 11.07 Storage

ARTICLE 12: CONTRACTS

- 12.01 Signing
- 12.02 Extended Signing
- 12.03 Contract Content
- 12.04 Journal Editors Contracts
- 12.05 Contract Access

ARTICLE 13: RESIGNATION

- 13.01 Salaried Staff
- 13.02 Service/Wage Staff

ARTICLE 14: RECRUITMENT

- 14.01 Employee Recruitment
- 14.02 Information Sharing
- 14.03 Flexible Positions

ARTICLE 1: STAFFING

1.01 PROBATIONARY PERIODS

All AMS employees shall be subject to a probation period which shall commence on their first day of work. A probation period shall last until the employee's supervisor informs the employee that the probation has been lifted. This shall normally occur coincident with the employee's first performance evaluation meeting. No probation period may extend beyond three months of work by an employee. Employees shall be subject to a probation period at the beginning of each new contract period.

1.02 TERM OF EMPLOYMENT

The term of employment for all AMS employees shall be specified in the employee's contract. Students may be employed for some part or all of the summer term subject to staffing and management requirements.

ARTICLE 2: WORK SCHEDULES

2.01 HOURS OF WORK

i) Hours of work for wage staff are specific to each service and shall be set by service management. It is the sole responsibility of the staff to regularly read the schedule and make note of their scheduled shifts. If a wage staff works on a statutory holiday, that employee shall be paid 150% of the regular wage rate.

Hours of work for salaried employees shall be consistent with the terms of the employees' contracts and shall be set by the relevant supervisor subject to approval by the Executive.

Insofar as all employees are students, hours may on occasion be adjusted or other accommodations made where specific academic requirements, e.g. class schedules, exams so warrant. In cases where this involves salaried employees, the approval of the Executive shall be required.

ii) Closures for Socials

To ensure that staff appreciation is standardized across all services while not compromising the consistency and accessibility of the service to students the following process will be used in the case of a staff social.

If a service's normal hours of operation extend beyond 7PM, a service may close early a maximum of twice per academic year, with preference given to the Holiday and End of Year socials. This is consistent with the AMS philosophy of the value of recognition with respect to service staff.

Head Managers will submit these two requests for approval to the relevant Service Director and the Vice-President (Operations) at least two weeks in advance to allow for adequate notice of closure.

If approved, services must communicate to students the change in hours of operation at least one week before the closure.

Walkhome and Queen's Student Constables may not close early or decline working an event for a staff social in order to ensure consistency in service provided and in recognition of the inherent need for safety services to be accessible to students.

A service may close beyond the above mentioned closures at the discretion of the appropriate Service Director and Vice-President (Operations), if a need arises or in the case of extenuating circumstances.

2.02 OVERTIME

Where the need has been determined for additional hours to be worked beyond the contractual obligations of AMS employees, the overtime policy shall apply. Overtime must be approved in advance of hours worked and shall not be used as an opportunity to decrease work efficiency.

In an effort to ensure the health and wellbeing of full-time salaried student staff, no more than 10 hours per week may be approved by direct supervisor and appropriate member of the Executive for an employee to complete work outside of typical duties. These hours may not be worked without said approval, thus, all overtime hours must be anticipated and approved in advance. This work includes but is not limited to special projects, events, meetings, major projects, or an assignment that has suffered a setback. Supervisors may require proof of the work completed during the overtime hours.

As per the Ontario Employment Standards Act, any work completed that is managerial or supervisory in nature does not qualify as overtime, as it does not deviate from typical duties. The Executive shall have the discretion to grant lieu time in the form of supervisor-approved paid days off for a salaried student employee where it has been determined that the employee has worked significant additional time beyond their contractual obligations and the 10-hour threshold allowance (see above).

2.03 BREAKS

Employees shall be entitled to breaks in accordance with the guidelines set out in the Employment Standards Act of Ontario.

2.04 ATTENDANCE

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 his/her contract

2.05 TRANSPORTATION

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. Taxi chits shall normally be issued only when Walkhome is for any reason unsuitable and/or unavailable.

It shall be the responsibility of the supervisor to collect taxi chits from the relevant Executive, and to record to whom the chits were issued, the destination(s), the reasons for issuance and the number of chits issued by service or department. The Executive shall conduct a monthly audit of supervisors' taxi chit records in order to ensure they have been distributed appropriately and in accordance with the criteria set out in this policy.

Standard procedure shall be to allow for the chit to include the addition of a tip, not to exceed 10%, for each trip. Any additional tip will be paid out of pocket by the user.

2.06 VACATION

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. All other full-time salaried employees with contracts less than 12 months shall be entitled to five full business days of paid vacation to be taken subject to approval by the appropriate supervisor.

Employees shall be encouraged to take most of their vacation time during the summer months to allow for their availability during the academic year, Notification of intent to take vacation time shall be given to the relevant supervisor and the Executive as soon as possible to facilitate any scheduling adjustments that may become necessary.

ARTICLE 3: LEAVES OF ABSENCE

3.01 SICK LEAVE

(i) Staff:

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. This period may be extended at the discretion of the head manager. If the employee is unable to return to work at the end of such leave, his/her employment will be terminated.

When an employee is unable to report for work because of illness or injury, he/she must contact the manager on duty as early as possible prior to the commencement of his/her next scheduled shift, and appropriate arrangements must be made. In the case of longer absences, the manager on duty must be kept informed of the progress of recovery at regular intervals.

Management reserves the right to request a doctor's certificate for periods of absence due to illness extending beyond two scheduled shifts.

(ii) Salaried Employees

Should a salaried employee be unable to report to work due to serious injury or illness, she/he must inform the appropriate supervisor immediately. The employee is entitled to take a leave of absence of up to two weeks without loss of pay. This is subject to the condition that the employee make up any duties when she/he returns. If there are concerns that the terms of this condition cannot be met, the final approval for remuneration during this period rests with the supervisor.

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.

The AMS reserves the right to request a medical certificate and to fill any vacancies on temporary basis as necessary.

3.02 GENERAL COMPASSIONATE LEAVE

Important or unusual circumstances may make it necessary for a staff member to be absent from work for short periods of time. A sudden serious illness in the staff member's family, a medical or dental appointment or other such infrequent emergencies shall constitute permissible justifications for absence from work. In every case the decision shall be made by the service manager (or appropriate Director) and shall be based on fair, reasonable and equitable considerations in accordance with the Employment Standards Act.

For salaried staff the decision to grant such a leave without loss of regular pay will be made on a case by case basis.

Whenever possible, application for such leave shall be made in writing at least three (3) days prior to the commencement of the leave. The application shall clearly state the reason for the leave of absence and the duration of such absence.

3.03 ELECTIONS

A salaried employee who seeks elected office during the period of his/her employment with the AMS will face an extreme conflict of time. The priorities of the AMS must be that the management of the respective area does not suffer as a result of the election campaign, and also that conflicts of interest are avoided. Therefore, any salaried employee who seeks elected office during the period of his/her employment must take an unpaid leave of absence for the duration of the campaign. The individual in consultation with their supervisor shall take steps to ensure that his/her responsibilities will be adequately covered during the imposed leave of absence, without inflicting undue stress or strain on the service, staff or patrons. Should the employee's campaign be successful, the Board of Directors may require the individual to resign his/her position immediately if the individual is a Manager; if the individual is a Director, Commissioner, Officer, or Coordinator, he/she may be required to immediately resign by the Executive. 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.

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

4.01 ORGANIZATIONAL PHILOSOPHY

The AMS is committed to creating a workplace community 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. The AMS values individual differences, respects individual needs, and supports accessibility, diversity and fairness in its treatment of all employees.

The AMS recognises its duty to facilitate workplace accommodation for individuals - consistent with the Human Rights Code and to the point of undue hardship - so that all may share the same level of access to opportunities and participate in the full range of activities that the AMS offers.

The AMS actively strives to establish a workplace where employees feel comfortable in disclosing information and seeking assistance. The AMS commits itself to an accommodation process that is

confidential and occurs as quickly as possible. The AMS embraces flexibility in the administration of policies, procedures and working conditions and a willingness to explore creative solutions to situations.

4.02 ACCOMMODATION – EMPLOYER RESPONSIBILITY

The AMS, through the applicable supervisor, shall assume responsibility for initiating the planning process once the need for accommodation has been communicated and any relevant documentation from health professionals has been provided. The AMS, in conjunction with the employee, shall directly participate in finding and implementing a solution that enables the employee to perform their job. The AMS is specifically responsible for assessing the essential and non-essential duties of the position for which accommodation has been requested, and for exploring the option of a slight redefinition of duties or alteration to work flow to allow the individual to perform the essential duties of the position. Understanding that the most successful accommodation is often found in individual solutions, the AMS will ask the employee requesting the accommodation for what they believe is needed. The accommodation process shall assume all parties are operating in good faith.

Once an accommodation plan has been implemented, the AMS shall review it periodically.

The AMS shall not disclose details of the accommodation process to anyone without written consent of the employee, with the exception of the AMS Human Resources Officer, immediate supervisor, legal counsel/Queen’s University Human Rights Office and the relevant member(s) of the AMS Executive. If the accommodation requires an expenditure of over \$1000, the Board of Directors will be informed for the purposes of approving the capital expenditure, though the identity of the individual for whom the accommodation is being made will remain confidential.

4.03 ACCOMMODATION - EMPLOYEE RESPONSIBILITY

It is the responsibility of the employee to notify their supervisor of the need for accommodation. The need for accommodation may be the result of medical considerations, physical barriers (e.g. building design) or systemic barriers - formal or informal policies which, when applied in the same way to everyone, may have the effect of unfairly excluding or restricting the participation of some individuals, (e.g., a work schedule that conflicts with religious observance days). 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.

The supervisor and the employee shall work collaboratively, in conjunction with the Human Resources Officer, to develop an accommodation plan that will allow the employee to meet the job requirements/perform essential duties within the parameters of the plan. For greater certainty, the employee and employer shall work together in finding and implementing a solution and communicating any problems with any proposed accommodation.

ARTICLE 5: STAFF TRAINING AND DEVELOPMENT

5.01 WAGE/SERVICE STAFF RESPONSIBILITIES

Every student employee shall meet their service's training requirements. Failure to do so may result in disciplinary action. Employees shall be paid at the minimum wage prescribed in the Employment Standards Act for all mandatory training sessions. The AMS Inc. 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.

5.02 SALARIED STAFF

All full-time salaried staff shall be required to participate in all mandatory training scheduled during their term. As outlined in employment contracts, employee time off may not be granted priority over previously scheduled training sessions.

Training shall occur one day per week for the duration of May and on an ad hoc basis throughout the term as determined by the Executive. There shall be some scheduled training at the end of August as a refresher prior to the start of the academic year. Services shall be closed during all sessions scheduled in May and August to allow for everyone to attend.

The first session in May shall be programmed by the outgoing HRO and Executive, with each subsequent session programmed and administered by the incoming HRO and incoming Executive. The first session shall include an orientation to the AMS and provision of the immediately relevant information/skills necessary to begin their jobs. All subsequent sessions shall include subjects necessary for job fulfillment/enhancement after the start of the term.

All salaried staff on an 8-month contract shall not be required to attend training sessions in May, June or July however they shall be required to attend the session at the end of August.

The Executive and HRO shall make every effort to ensure that where possible, training is interactive and relevant.. 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.

It shall be required that training covers the following topics:

- i. Accounting
- ii. Anti-Oppression
- iii. Customer /Student Service
- iv. Budgeting
- v. Goal Setting
- vi. Human Resources
- vii. Information Technology
- viii. Supervision/Management
- ix. Marketing and Communications
- x. Mental Health
- xi. Positive Space
- xii. The positions within the AMS (i.e. teambuilding)

It is recommended that training covers the following topics:

- i. AMS Overview/Orientation/Expectations
- ii. History of the AMS
- iii. Security
- iv. Sustainability
- v. Student Life Centre
- vi. Event Planning
- vii. University and Student Governance
- viii. Risk Management
- ix. Volunteer Supervision/Management
- x. Board of Directors
- xi. Negotiation

Any additional sessions shall be included at the discretion of the Executive, in coordination with the HRO.

5.03 ACCESSIBLE CUSTOMER SERVICE TRAINING

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

5.04 QUEEN' S STUDENT CONSTABLES

All employees of Queen's Student Constables shall complete provincially mandated security training and pass the licensing exam. 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. Employees who are unable to attend the in-class training as arranged by the AMS are responsible for completing this component at their own expense, however in all such cases, the AMS shall offer the employee remuneration for the hours spent in training.

5.05 PERFORMANCE APPRAISALS

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.

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. 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. The second shall occur midway through an 8-month contract, normally taking place in October and November. If the employee has requested a follow-up meeting or the supervisor has deemed it necessary, these meetings shall take place in January. Queen's Student Constable service staff shall be an exception to the aforementioned timeline due to the need to lift probation for new hires in order to allow them to fulfill all requirements of their jobs, thereby relieving the considerable scheduling strain on rehires. Both written evaluations and evaluation meetings for QCS shall take place in October.

- i) Performance appraisals shall consist of two components:
 - i. A written survey allowing employees to comment on their own performance, as well as the performance of the following employees (as applicable): their supervisor(s), staff they manage, and peers. Full-time employees shall also evaluate the executive team as a team where possible or otherwise on an individual basis as applicable. 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, each employee shall be presented with the opportunity to request a follow up meeting, or the supervisor will state that a follow up meeting shall take place, if deemed necessary. These meetings shall be held in January.
- ii) All employees shall have at least two weeks to complete the written evaluations.
- iii) Evaluations shall be sorted by the Human Resources Officer and passed on to the appropriate supervisor within one week of the evaluation deadline, regardless of whether all evaluations are submitted. This timeline shall be bypassed in the event of 4.04 v, in which case the supervisor shall receive the relevant sorted evaluations after their own performance review meeting.
- iv) 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.
- v) For head managers, assistant managers and service staff, the performance review meeting shall typically be conducted by two supervisors.

ARTICLE 6: DISCIPLINE AND APPEALS PROCEDURE

6.01 POLICY

- (i) The general intent of disciplinary action shall be to correct and improve employee performance, not to punish.
- (ii) 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.
- (iii) 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.
- (iv) 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 may choose to release a statement of notification.
- (v) When a conflict of interest exists (e.g. personal relationship, housemate) 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.
- (vi) Consistent with section 1.04 of the AMS Hiring Policy and Appointments Policy and Procedures Manual, the AMS shall endeavour to ensure its employees' AMS experience does not impede their academic performance. In the event an employee is encountering serious academic problems, their supervisor shall meet with the employee and empathetically explore any effect that the employee's AMS job may be having on their academic performance. Irrespective of the employee's job performance, termination may be recommended by the supervisor if in her/his judgment this is a step that is essential to a resolution of the employee's academic problems.
- (vii) The Human Resources Officer, insofar as this position is a support for both the organization and individual employees, shall not be present at any discipline meetings including those related to termination.
- (viii) All written documentation concerning employee discipline (i.e. written warnings and notices of termination) shall be subject to review by the Human Resources Officer, who shall ensure adherence to AMS policy.

6.02 PROGRESSIVE DISCIPLINE

- (i) The escalating measures listed below shall generally be followed in the event of a rule infraction, unsatisfactory performance or inappropriate conduct. In the case of service staff, each service may establish its own demerit system at the discretion of the manager (subject to approval by the appropriate director who must ensure uniformity and fairness among services' demerit systems) to determine at what point each of the measures shall be warranted. Any employee receiving a demerit(s) shall be informed of this disciplinary action and shall be required to acknowledge it, normally by initialling it in their employee file. 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. 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.

a) *Warning noted in employee's employment file*

The employee shall be so informed and shall be required to acknowledge that a warning has been retained on file, typically in the form of demerit points.

b) *Written 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 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 should, and is entitled to, discuss this matter with their direct supervisor.

6.03 TERMINATION

(i) An initial decision to terminate employment shall be made independently by the Head Manager or supervisor. Staff terminations shall subsequently be subject to approval by the relevant Director for the service. The decision to terminate shall then be subject to a final review and approval by the VPOPs before any action is taken. A decision to terminate a Head Manager shall be made by the relevant Director and the VPOPs. A decision to terminate a council member or officer shall be made by the Executive. Cause for immediate dismissal shall include, but not be limited to, wilful misconduct, wilful neglect of duty, repeated unavailability for work, theft, gross insubordination, harassment/discrimination and substance abuse while on duty.

(ii) 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. 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 typically result in automatic termination, at the discretion of the appropriate Director.

(iii) An employee's employment may be terminated at any point during the probationary period without cause. 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.

<u>Length of Service</u>	<u>Weeks of Notice Period</u>
6 weeks - 1 year	1 week
Student is a rehire	2 weeks

(iv) An employee who has been terminated shall be notified both in writing and in a meeting with those authorized under section 5.04(i) 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.

(v) The Board shall receive written notification of any decision to terminate a full-time employee. The Assembly shall receive written notification of any decision to terminate a salaried employee it has ratified.

(vi) A tri-put ban issued to any Queen's Student Constables or TAPS employee shall also constitute grounds for immediate dismissal.

(vii) The AMS shall act in accordance with any special considerations in the Work Study contracts for students employed under this program.

6.04 APPEAL OF TERMINATION

(i) A decision to terminate an employee *without cause* shall not be subject to appeal. An employee who has been terminated *with cause* shall be informed of their right to appeal at the time of termination and the relevant timeline.

(ii) An appeal of termination shall be made to the Chair of the Board of Directors. The appeal must be filed in writing to the Chair within three business days of the employee being notified in writing of the termination. The submission shall state the grounds for the appeal and shall include any supporting evidence/documentation.

(iii) The Chair shall overturn a management decision to terminate only where there is clear and compelling evidence that the employee has been treated unjustly. The appeal shall not constitute an opportunity for the Chair to simply second-guess the judgement of management but rather exists solely to ensure that there has not been an indisputable miscarriage of justice based on either the facts or on considerations extraneous to the employee's job performance.

(iv) 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.

(v) The Chair shall have the right to immediately dismiss an appeal where the Chair determines that the employee's grounds for appeal are not substantive in the context of Section 5.05 (iii).

(vi) Where the Chair has decided to hear an appeal, the Chair shall arrange to interview both management and the appellant, and any other party that in the judgement of the Chair is instrumental to the appellant's termination. Before rendering a decision the Chair may seek advice from the AMS retained legal counsel. A decision on the appeal should be rendered within one week of receipt of the written submission, barring unforeseen circumstances. Written notification of the Chair's decision shall be given to all concerned parties.

(vii) At the conclusion of the appeal process, the Chair may decide to:

- a) uphold the termination
- b) overturn the termination
- c) overturn the termination and call for a lesser disciplinary action

In the event the termination is overturned, the employee may be eligible for lost wages/salary at the discretion of the Chair.

(viii) The Chair shall report their decision to the Board of Directors for information purposes.

(ix) The Chair's decision shall be final and there shall be no further right of appeal.

ARTICLE 7: CONFIDENTIALITY OF PERSONNEL RECORDS

7.01 PERFORMANCE RECORDS

Employee records including performance evaluations and all information relating to demerits and other disciplinary action shall be maintained by individual services in a standardized format and transferred to the Human Resources Officer for review and storage in April of each year.

All employment records shall be destroyed by December 31 of the academic year immediately following the student's employment (i.e. for a student employed during the 2007-08 academic year, the documents would be destroyed Dec 31 08). Employment records for any employee who has been terminated shall be retained for two years from the end of the year in which they were terminated.

7.02 ACCESS/VIEWING

Performance evaluations are completed primarily for the purpose of improving employee performance and are the property of the Alma Mater Society Inc.

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. Former employees may do the same in the Human Resources Office, upon submission of a written request or previous arrangement with the Human Resources Officer.

This information may be viewed by hiring committees for all AMS salaried positions and for service staff positions. Commissioners may access these files for applicants for volunteer positions within their Commission.

Employees may request a copy of their contract or any disciplinary documents from the Human Resources Officer.

Any release of these confidential records, other than as described in this policy, shall require authorization from the AMS Board of Directors.

ARTICLE 8: REMUNERATION ADMINISTRATION

8.01 REMUNERATION

Salaries and wages shall be reviewed annually and established by the AMS Board of Directors and the Assembly 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.

The Board of Directors shall provide an official, approved copy to the incoming Vice-President (Operations) and the incoming Human Resources Officer. 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. The Vice-President (Operations) and Human Resources Officer are responsible for ensuring that all compensation amounts accurately reflect:

- The salary amounts for the contract duration;
- The food credit amounts for the contract duration;
- The correct incoming bonus and
- The correct amount of salary withheld for transition.

Should any discrepancies be noted, or changes required, the Vice-President (Operations) shall seek final approval from the Board of Directors.

8.02 PAY PERIODS

All staff and management are normally paid bi-weekly, with Thursday as the usual official payday.

8.03 PAY DISCREPANCIES

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

8.04 COMPENSATION FOR PERSONAL PROPERTY LOSS/DAMAGE

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.

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

ARTICLE 9: INJURIES

9.01 REPORTING

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. In the case where, the injured person is in a supervisory role he/she shall report the injury to her/his supervisor as soon as possible after the shift. If the supervisor must leave his/her duties, she/he will appoint another employee as supervisor in their place. 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 appropriate Director and Vice-President(Operations) no later than the next working day.

9.02 LEAVE:

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. In the case where an employee is injured, on or off the job, and unable to perform his/her duties the employee shall be considered on sick leave as per Section 3.01.

9.03 COMPENSATION:

The employee shall be compensated as per Section 3.01. The specific service shall endeavour to compensate the employee upon his/her return to work through increasing the number of shifts available (where possible). The A.M.S. is not responsible for compensating employees for unreported injuries. If the individual wishes to pursue compensation beyond this, they must appeal through the process outlined in Section 5.05 for appealing disciplinary action.

ARTICLE 10: STAFF LAYOFFS

10.01 ELIGIBILITY

When faced with the unfortunate need to lay people off, the A.M.S. may consider all employees in a given service (including management) as eligible to be laid off.

10.02 EMPLOYER RESPONSIBILITIES

The AMS has the responsibility of ensuring that, when decisions to lay people off are made, any and all staff members affected by this decision shall be notified immediately.

10.03 NOTICE

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

10.04 RETURNING TO WORK

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.

ARTICLE 11: TRANSITION

11.01 GENERAL

(i) All salaried employees shall be required to review and update the relevant transition manual and submit it to their immediate supervisor by a specified date as outlined in their employment contract. This process shall be known as Phase 1.

(ii) All salaried employees shall be required to review and update the relevant operations manual. This process shall be known as Phase 2.

(iii) All salaried employees shall be required to review and update the relevant list of learning outcomes, and then use these as a guideline to transfer knowledge of their role to their successor through meetings. This process shall be known as Phase 3.

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

(v) Before the end of their term, all salaried staff must return all keys to the Student Life Centre.

11.02 CONTENT

(i) Transition Phase 1: 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:

- a) Full job description and all responsibilities
- b) Policies or documents that the successor should become familiar with during their transition period and should know by the time they begin on May 1st
- c) Explanation of internal (e.g. council, Assembly, Board, caucuses) or external (e.g. Senate, SOARB, etc.) committees they are on, if applicable
- d) A timeline of the transition period
- e) A list of contact names, individuals, and key relationships whom hold positions of relevance to the position or who were helpful
- f) Problem areas or emerging challenges
- g) Relevant Information regarding the hiring process (i.e. positions for which they will be hiring, suggested hiring criteria, hiring timelines)

(ii) 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:

- a) A timeline of essential tasks, programming, and events, and when they should be completed.
- b) Ongoing projects/initiatives that require follow-up or continuation
- c) Budget and strategic planning documents
- d) Copies of pertinent documents
- e) General administrative tasks such as email, phone, vouchering etc.
- f) Detailed operational instructions on completing daily/weekly/monthly responsibilities
- g) 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.

(iii) Transition Phase 3: Outcomes Based Transition Meetings. 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.

- a) 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.
- b) 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.
- c) 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.

11.03 CONFIDENTIALITY

The relevant Transition and Operations Manuals for each individual position shall be considered confidential documents until the incoming employee has officially been hired. Once the employee has been hired, and ratified where appropriate, they shall have access to all iterations of the relevant Transition and Operations Manuals. As both documents are subject to review by multiple parties, no information in said documents should be strictly confidential. Information of this sort shall be shared through transition meetings.

11.04 TRANSITION PERIOD

- a) Transition activity between incoming and outgoing salaried employees shall occur during the March-April period.
- b) Meetings 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.
- c) The outgoing salaried employee shall be responsible for ensuring their incoming counterparts fulfill at least 20 hours of transition meetings unless otherwise approved by the relevant supervisors, and that they are being educated according to the relevant list of learning outcomes.
- d) The outgoing supervisor shall be responsible for ensuring outgoing employees are educating the relevant incoming employee according to the relevant list of learning outcomes.
- e) 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 Executive Director.

11.05 MONITORING/FAILURE TO COMPLY

- (i) The relevant supervisor, outgoing Executive, Executive Director, 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 two parts:
 - 1. Transition Phase 1: Introduction and Hiring
 - 2. Transition Phase 2: Operations and Exit Interview
- (ii) 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.
- (iii) 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 1, 2 and 3 of transition. Completion of Phase 1 and Phase 2 will each result in the employee receiving 1% of their total salary upon timely submission to the Human Resources Officer. Completion of Phase 3 will result in the employee receiving 2% of their total salary upon the HRO receiving confirmation of its completion from both the employee and their incoming counterpart. A late submission or failure to complete Phase 1 or Phase 2 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. Failure to complete Phase 3 of the transition process shall result in a forfeiture of 2% of their salary. A failure to comply with section 11.01.4 and 11.01.5 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.

(iv) The Human Resources Officer 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 Controller.

11.06 CONTRACTS

(i) Contracts for all salaried staff shall outline all transition requirements, including the submission of a transition manual and one-on-one transition with the relevant incoming employee.

(ii) 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.

10.07 STORAGE

(i) Transition manuals shall be collected by the HRO for electronic storage.

ARTICLE 12: CONTRACTS

12.01 Signing

All AMS employees shall be required to sign an employment contract detailing the terms and conditions of their employment. 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.

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. They shall also be made aware of this manual and informed as to how to access it at any time.

The review and approval process, as outlined in Article 8.01, must be completed and provided by the incoming Vice-President (Operations) to the Administrative & Payroll Assistant prior to the processing of the first payroll.

12.02 Extended Signing

If the employee is hired after the signing period designated in 11.01 it is the responsibility of their direct supervisor to have the employee sign a contract before they begin their term.

12.03 Contract Content

The content of all contracts shall be subject to approval by the AMS Board of Directors.

12.04 Journal Editor Contracts

The content of the Journal Editors' contracts shall be subject to approval by both the Journal Board of Directors and the AMS Board of Directors.

12.05 Contract Access

All contracts shall 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

13.01 Salaried Staff

In the event that a salaried student staff member resigns, they shall be expected to give at least two weeks' notice. If at all possible, an effort shall be made to participate in the facilitation of the transition of their replacement, in a manner determined by their direct supervisor.

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 Human Resources Officer. The HRO shall confirm that proper notification is given to ensure remaining pay is administered appropriately. 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.

The staff member's employee file, along with any documentation associated with their resignation shall remain in the Human Resources Office until December 31 of the year following their employment with the AMS.

13.02 Service/Wage Staff

In the event that a service/wage staff member resigns, they shall communicate this to their Human Resources Manager. The manager shall then communicate this information to the Head Manager and the Human Resources Officer. The staff member's employee file, along with any documentation associated with their resignation shall remain in the Human Resources Office until December 31 of the year following their employment with the AMS.

ARTICLE 14: RECRUITMENT

14.01 Employee Recruitment

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

14.02 Information Sharing

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

14.03 Flexible Positions

In an effort to make AMS salaried positions optimally accessible to as many students as possible, it shall be up to the discretion of the appropriate supervisor in consultation with the appropriate Executive member to offer flexible work terms. A flexible work term shall be defined as a length of contract that is to some extent based on the availability of the applicant, e.g. a position may be advertised as either an "8 or 10 month" contract, with the final decision on the length of the contract to be determined after consideration of the availability of the successful applicant. A flexible work term shall not refer to the weekly time commitment or the remuneration of the position.