Employment Policy – Full-Time Staff

# Definitions

## **Regular Employee**: A person who:

### Works on a fixed schedule for a minimum of eight (8) consecutive months per year; and

### Is not an MSU member, as outlined in **Bylaw 2 – Membership**.

## **Full-Time Employee**: A Regular Employee who works:

### On a fixed schedule of at least thirty (30) hours; or

### Over according to **Section 4.3** of this Employment Policy.

## **Permanent Part-Time Employee**: A Regular Employee who works;

### On a fixed schedule for less than thirty (30) hours.

## **Supervisor**: The person to whom an employee reports;

## **Student Opportunity Position (SOP)/Internship**: An employee who:

### Fills one (1) of the roles defined in **Sections 2.6–2.7** of this Employment Policy;

### Shall be hired to work for a period not exceeding fifty-two (52) weeks;

### May be completing a co-op or internship within the MSU for the completion of their degree at McMaster University;

### Must complete a minimum of thirty-five (35) hours of training and transition before the commencement of their employment, for which they shall be compensated;

#### Should the incumbent hold the same SOP role for two (2) years, they shall not be granted this paid training and transition period.

### Is an MSU member within twelve (12) months of the position’s application date;

#### If the incumbent’s direct Supervisor is satisfied with the employee’s performance in their role, the incumbent may reapply for an additional fifty-two (52) weeks;

##### Should the incumbent confirm interest in returning to the role by the application deadline, they shall be fast-tracked to the interview stage;

##### An incumbent may only hold an SOP role for a maximum of two (2) times total.

#### If an MSU member or the incumbent cannot be hired for an SOP that meets the basic criteria for the role, the role shall be opened to the general public.

## **Workspace**: The location at which the employee performs the majority of their duties;

## **Regular Work Schedule**: A fixed schedule which is mutually agreed upon by the employee and their immediate Supervisor;

## **Overtime**: Authorized, measurable, and verifiable time worked in excess of the regular work schedule for a specific period or event.

## **Lieu Time/Time Off in Lieu**: Any Overtime hours representing banked time that may be used, upon approval, to take paid time-off from work within a regular work schedule equal to the Overtime hours earned.

# Employee Classifications

## For the purposes of this Employment Policy, Regular Employees of the MSU shall be placed in one (1) of the following classifications:

### Child Care Staff;

### Non-Supervisory Staff;

### Supervisory Staff;

### SOPs/Internships;

### Commissioned Sales Staff.

## The following positions shall be considered Child Care Staff:

### Cook/Housekeeper;

### Registered Early Childhood Educator;

### Teachers’ Assistant;

### Other positions as determined by the Board of Directors.

## The following positions shall be considered Non-Supervisory Permanent Staff:

### Administrative Services Coordinator;

### CFMU & Silhouette Digital Media Specialist;

### Underground Media & Design Designer;

### Underground Media & Design Senior Designer;

### Other positions as determined by the Board of Directors.

## The following positions shall be considered Supervisory Permanent Staff:

### Accounts Payable & Payroll Supervisor;

### Accounts Receivable & Cash Supervisor;

### Campus Events Director;

### AVTek Technical Manager;

### CFMU Administrative Director;

### CFMU Program Director;

### Child Care Centre Director;

### Compass Information Centre Manager;

### Director of Finance;

### Director of Information Technology;

### Executive Assistant;

### Food & Beverage Manager;

### General Manager;

### Human Resources Generalist & Clubs Support;

### Marketing & Communications Director;

### Senior Information Technology Technician;

### TwelvEighty Assistant Kitchen Manager;

### TwelvEighty Kitchen Manager;

### TwelvEighty Restaurant Manager;

### Underground Creative Director & Manager;

### Underground Service Manager;

### Other positions as determined by the Board of Directors.

## The following positions shall be considered Commissioned Sales Staff:

### Underground Media & Design Campus & Commercial Partnerships Coordinator;

### Positions as determined by the Board of Directors.

## The following positions shall be considered Supervisory SOPs/Interns:

### AVTek Technical Coordinator;

### President;

### Silhouette Editor-in-Chief;

### Union Market Manager;

### Vice-President (Administration);

### Vice-President (Education);

### Vice-President (Finance).

### Other positions as determined by the Board of Directors.

## The following positions shall be considered Non-Supervisory SOPs/Interns:

### Accounting Clerk;

### Clubs Accounting & Accounts Receivables Clerk;

### AVTek & Campus Events Office Coordinator;

### Campus Events Programming Coordinator;

### CFMU Community Outreach Coordinator;

### Communications Officer;

### Junior Information Technology Technician;

### Other positions as determined by the Board of Directors.

# Conditions of Employment

## All Regular Employees will be subject to the same conditions of employment;

## There shall be a Probationary Period of three (3) months of time worked for each new employee to allow them to become familiarized with the job, and to give the Supervisor time to assess the suitability of the employee to the position;

### At the end of the Probationary Period, provided that the Supervisor has been satisfied with the performance of the new employee, the employee shall continue their employment as a Regular Employee of the MSU;

### If the Supervisor feels that more time is required to assess a new employee's performance, the Board of Directors may extend the Probationary Period for a further three (3) months.

## All Regular Employees will be required to sign a letter of employment upon their hire, which will outline:

### Start date of the employee;

### Position offered, with job description attached;

### Relevant Employment Policies, with policy document(s) attached;

### Relevant Operating Policies and organizational procedures, with document(s) attached;

### Starting salary;

### Any other specific terms of employment for the position, including, but not limited to:

#### Confidentiality; and

#### Conflict of interest.

## Regular Employees will be required to abide by all applicable policies of;

### The MSU;

### MSU Incorporated (MSU Inc.); and

### CFMU Radio Inc.

## All employees have the right to carry out their job duties free from:

### Violence, Discrimination, and Harassment, as defined in the MSU **Employment Policy – Violence, Discrimination, & Harassment**;

### Unsafe working conditions, as outlined in the **Occupational Health and Safety Act** (OSHA);

### Barriers that would impede one's ability to do their job, as defined in the **Accessibility for Ontarians with Disabilities Act** (AODA) and MSU **Employment Policy – Accessibility Standards**.

## The **Employment Standards Act, (R.S.O. 2000; ESA)** shall provide minimum standards of employment;

### Where this Employment Policy falls silent or is superseded by ESA, ESA employment parameters shall apply.

## This Employment Policy may be amended by the Board of Directors, in accordance with **Bylaw 8 – Policy Approval Process**, at regular meeting after consultation with the Full-Time Employment Issues Committee;

## Employees will be provided with a minimum of two (2) weeks’ notice for material changes to this Employment Policy;

## Employees will be required to acknowledge receipt of this Employment Policy and subsequent amendments.

# Hours of Work

## Normal Business Hours of McMaster Students Union Inc. shall be Monday to Friday 9:00 AM to 5:00 PM, as outlined in **Bylaw 1 – Definitions**;

## Normal operating hours for other Services and Departments will be set by the appropriate board in consultation with the Department manager & General Manager based on the needs of the Service;

## The regular weekly hours of work for Full-Time Employees shall be set at thirty-five (35), except in cases of:

### The Campus Events Director, who shall work a minimum of forty (40) hours per week

### The AVTek Technical Coordinator, who shall work a minimum of forty (40) hours per week

### The AVTek Technical Manager, who shall work a minimum of forty (40) hours per week;

### Child Care staff, who shall work a minimum of 37.5 hours per week;

### The Food & Beverage Manager, who shall work a minimum of forty (40) hours per week;

### The TwelvEighty Assistant Kitchen Manager, who shall work a minimum of forty (40) hours per week;

### The TwelvEighty Kitchen Manager, who shall work a minimum of forty (40) hours per week;

### The TwelvEighty Restaurant Manager(s), who shall work a minimum of forty (40) hours per week.

## Permanent Part-Time Employees shall work on a fixed schedule determined in cooperation with the Board of Directors;

## No employee may work more than five (5) consecutive hours without scheduling a meal break:

### One (1) hour is provided for meal breaks for all employees, except:

#### Child Care staff, who shall be provided with thirty (30) minutes for meal breaks.

### Meal breaks shall not be included in regular work hours.

## Employees are entitled to a fifteen- (15) minute break after any two (2) consecutive hours of work, which is included in the normal hours of work;

## Time spent traveling to and from the workspace will not be included in the normal hours of work;

### A total of eight (8) hours leave per calendar year is permitted for each employee to attend personalappointments;

### Additional time off must be approved by the employee’s immediate Supervisor and:

#### Taken as unpaid leave; or

#### Exchanged for Overtime, Personal Leave, or Vacation.

# Salary

## The MSU Inc. shall pay all Regular Employees a salary;

## For the purposes of this section:

### Grade shall mean the tier at which the position is rated comparatively to other positions within the organization;

### Level shall mean the point at which the employee is rated within the grade for their position, as determined by step increases.

## Salary will be deposited at a financial institution of the employee’s choice:

### New employees are requested to open an account of their choice at a financial institution and must provide a void cheque or direct deposit information to the Accounts Payable and Payroll Supervisor;

### Salary will be deposited in the employees' bank accounts bi-weekly.

#### If a holiday falls on the day salary is to be deposited, deposits shall be made the preceding banking day.

## Salary for individual employees will be determined as follows:

### Salaries for all Full-Time Staff shall be set according to the **MSU Salary & Wage Grid**;

### Every new employee will be paid the Start rate within the position’s Grade until the end of the Probationary Period;

#### After that time, step increases will be provided once annually, usually May 1st, provided the employee’s immediate Supervisor recommends an increase based on:

##### Performance, as determined via the performance review process; and

##### Available funds, as determined in consultation with:

###### General Manager; and

###### The Board of Directors.

#### Employees at the top level for their grade will not be eligible for any additional step increases.

### Based on available funds, an additional economic increase may occur annually in alignment with the prior year’s Consumer Price Index (CPI) increase;

#### This increase, if available, will apply to the **MSU Salary & Wage** **Grid**; and

#### Shall be administered retroactively for all pay granted within the calendar year during which that change was applied.

### If, at any time, MSU Inc. cannot afford to pay a step or economic increase, every attempt shall be made to supplement the missed increase at a later date;

#### A portion of the economic increase may also be paid if MSU Inc. cannot afford the whole increase at the regularly scheduled time.

### Employees within the MSU who are offered a new position wage which is in a higher Grade will normally begin at the Level 1 rate;

#### The Board of Directors may make an exception to this rule if the new rate would result in a lower or equivalent salary for the employee.

### Commissioned Sales Staff and staff hired under contract will receive salary increments subject to:

#### The term of the contract; or

#### Approval by the Board of Directors.

# Benefits

## Full-Time Employees will be provided with benefits by MSU Inc.;

## Employees shall normally be eligible for benefits upon completion of their Probationary Period, as outlined in **Section 3.2** of this Employment Policy;

## Full-Time Employees and their immediate families are provided with a comprehensive health and dental benefits package;

## When an employee becomes eligible to participate in the package, they will be provided with an outline of the coverage;

### The health and dental benefits package includes, but is not limited to, all benefits outlined in the **MSU Full-Time Benefits Handbook**;

#### Full information can be accessed through the external insurance provider.

### The life insurance portion of the full premium for health and dental benefits will be deemed a taxable benefit to the employee;

### The long-term disability portion of the full premium will be paid by the employee.

#### SOPs/Interns and other one- (1) year contract positions will not be eligible for the long-term disability portion of the benefits.

## Employees will be entitled to participate in the **MSU Registered Retirement Savings Plan (RRSP) Matching Plan** upon completion of their Probationary Period;

### Participating employees must contribute to their RRSP through payroll deduction;

### The MSU will match all employee contributions to a maximum of 4.5% of the employee’s gross salary per annum;

#### This portion will be deemed a taxable benefit to the employee.

## Full-Time Employees who are the primary caregivers to a child enrolled in the MSU Child Care Centre shall receive a 20% discount on regular parents’ fees;

### The discount shall be paid to the Child Care budget from the salary line of the employee’s Department;

### The discounted amount shall be deemed a taxable benefit to the employee.

## Employees wishing to purchase technology equipment for personal use may apply to the Board of Directors for a $5,000 interest-free loan for the purchase;

### Payments on the loan will be made through payroll deduction;

### The loan will not exceed 78 pay periods (i.e., 3 years);

### An employee who leaves their employment with the MSU, for whatever reason, before the loan has been paid must pay the remaining balance on or before their last day of employment;

### An employee may have only one (1) loan outstanding at a time;

#### If an employee’s loan is less than $500, they may make an additional purchase and refinance the loan up to $5,000.

### The deemed interest on the loan will be charged to the employee as a taxable benefit;

### Refer to the **MSU Full-Time Staff Technology Loan Request Form** for more information.

## In addition to departmental professional development expenses, Regular Employees will be reimbursed for 100% of the cost of education course(s) or program(s) taken to a maximum of $400 in reimbursement expenses per employee in any twelve- (12) month period;

### Courses must be taken on the employee’s own time;

### The reimbursed cost will be deemed a taxable benefit to the employee;

### Refer to the **MSU Full-Time Staff Educational Reimbursement Form** for more information.

## Upon request, employees will be provided with a subsidy equivalent to the cost of a membership to the McMaster Athletics and Recreation Facilities/Fitness Centre (i.e., The Pulse) which will be renewed yearly on May 1 of each year.

### Refer to the **MSU Full-Time Staff Health & Wellness Reimbursement Form** for more information.

# Overtime

## No Overtime shall be awarded for an employee who elects to work:

### Through a meal or coffee break;

### Outside of their regular work schedule; and/or

### Extra hours without advanced approval.

## Employees in the Non-Supervisory and Child Care Staff classifications will receive Time Off in Lieu at a rate of:

### 1 times their regular hourly rate up to forty-four (44) hours per week total;

### 1.5 times their regular hourly rate for any hours worked:

#### In excess of forty-four (44) per week total;

#### On Saturday or Sunday, when these days are not included in the regular work schedule; and

#### Which commence or extend beyond two (2) hours after the end of a regularly scheduled workday.

## Employees in the Supervisory and Commissioned Sales Staff classifications will receiveTime Off in Lieu at a rate of 1 times their regular rate;

### There is no weekly limit for this classification.

## Overtime pay is available for employees in the:

### Non-Supervisory Staff classification;

### Child Care Staff classification, for consecutive Overtime worked in excess of two (2) hours.

## Time Off in Lieu will be available to employees in all staff classifications;

### Time Off in Lieu must be taken within three (3) months of the workday during which it was earned.

## An employee who anticipates Overtime must inform their immediate Supervisor in advance and in writing;

### The following information is required prior to review of any Overtime request:

#### The reason for Overtime, namely the specific period or event;

#### Any anticipated Overtime hours requested.

### The employee must receive permission from their immediate Supervisor prior to commencing Overtime work;

#### Unanticipated Overtime must be reconciled on a case-by-case basis between the employee and their immediate Supervisor within five (5) business days of when the Overtime in question takes place.

### The employee must complete and submit an overtime request to their immediate Supervisor no later than the business day following the Overtime work period;

#### In the case of Child Care Staff, Overtime hours and the type of compensation shall be recorded in the Overtime Book at the Child Care Centre no later than the business day following the Overtime work period.

### The employee’s Supervisor is responsible for determining the employee’s total and request-specific Overtime accumulation;

### Overtime requests which are approved by the employee’s Supervisor will be forwarded to:

#### The Accounts Payable & Payroll Supervisor and the Board of Directors for Overtime pay requests;

#### The General Manager for Time Off in Lieu requests.

### An employee shall not lose their entitled Overtime due to their immediate Supervisor’s failure to forward the accumulated Overtime information to the appropriate person, as described in **Section 7.6.5** of this Employment Policy;

#### In such instances, an employee shall resubmit their Overtime information to the General Manager, who will then forward it appropriately.

## No employee shall accumulate more than thirty-five (35) hours of available Overtime without receiving monetary Overtime compensation.

# Performance Reviews

## Performance reviews shall be conducted on all Regular Employees;

### Reviews will be conducted by the employee’s Supervisor alongside a Human Resources (HR) representative or their designate;

#### In cases where the General Manager directly supervises an employee, their performance review shall be done in conjunction with a member of the Board of Directors.

### Reviews will be conducted at least once per year, but normally twice per year, during the following times:

#### March – Annual Performance Review;

#### November – Mid-Year Performance Review.

### All employees outside of the Permanent Full-Time Staff classification shall not qualify for formal performance reviews;

### Performance reviews shall, at a minimum, include:

#### A submission of the **MSU** **Goal Setting & Review Form** by:

##### The employee’s Supervisor;

##### The employee;

##### The employee’s supervisee(s).

#### A review meeting at which the Supervisor and employee will discuss their individual submissions, as well as other performance and Departmental issues;

#### Signatures of both employee and Supervisor on all written material, indicating that the information has been discussed.

## Performance reviews shall involve a formal discussion of the employee’s:

### Performance strengths within their job duties;

### Performance weaknesses within their job duties;

### Goals and objectives, as set by the employee and their Supervisor;

### Specific issues with respect to their employment.

## Upon completion, all written portions of performance reviews will be distributed as follows:

### The original to be filed by the employee;

### A copy to be sent to the Supervisor;

### A copy to be sent to the General Manager for the employee’s personnel file.

# Leave of Absence

## Regular Employees may request a leave of absence from their position for a period of between one (1) day and one (1) year;

## All leaves must be approved in advance by the Board of Directors, with approval to be withheld at their discretion should the leave cause significant disruption to the Department;

## Leaves of absence will be unpaid, during which time benefits will be suspended;

### Seniority, vacation, and sick benefits will not accrue during the leave.

## Employees granted leave will be required to take their vacation time earned, but not taken, at the beginning of the leave period;

## Employees granted leave will be offered the same or equivalent position upon their return to work, provided the employee returns as scheduled.

### Any exceptions to the granted leave shall be determined on a case-by-case basis, reflective of the following factors:

#### The duration and terms of the exception;

#### The terms of the initial leave.

# Personal Leave

## Employees shall receive full pay for each of the first ten (10) days that they are absent from work due to personal reasons, consecutive or otherwise, in any given calendar year;

### In the case of a new employee hired within the calendar year, eligible personal leave will be calculated at a rate of .83 days times the number of months employed to December 31,

### No pay will be granted for any additional personal days taken;

### If additional days beyond ten (10) are required, the employee may elect to apply unused vacation days or Overtime at their discretion.

## All personal leave must be reported to the General Manager through the employee’s immediate Supervisor;

## The MSU has a right to request evidence of entitlement to any requested personal leave;

### The MSU does not have the right to request a doctor’s note in support of personal leave usage.

## Unused personal leave may not be carried forward to the next calendar year;

### Exceptions shall be made for all SOPs/Interns, whose one- (1) year employment contract shall act as the calendar year in this case.

## There shall be a monetary incentive of $30 per unused personal day on the first pay of the new calendar year;

### Incentives will not be available to employees employed for fewer than three (3) months as of December 31;

### Incentives will be paid out to SOPs/Interns on the last pay of their contract, where applicable.

# Bereavement

## Bereavement leave shall be provided in the event of a death in the immediate or extended family of an employee;

## Bereavement leave for the death of a member of the employee’s immediate family will be granted for up tofive (5) days without loss of pay;

### Immediate family shall include:

#### Spouse**/**partner;

#### Parent;

#### Child;

#### Sibling;

#### Guardian;

#### Step and in-law relations that encompass the family members above.

## Bereavement leave for the death of a member of the employee’s extended family will be granted for two (2) days without loss of pay;

### Extended family shall include:

#### Aunt;

#### Uncle;

#### First-Cousin;

#### Grandparent;

#### Grandchild;

#### Step and in-law relations that encompass the family members above.

## In the event of the death of a person not covered in this Employment Policy, an employee may use an unused personal day(s) or vacation day(s) (if available) or take an unpaid leave of absence for the purpose of attending the funeral;

## The MSU recognizes that there may be special circumstances under which an employee may require extended bereavement leave;

### The MSU will accommodate requests for unpaid leave and/or the use of vacation time for the purpose of extended leave.

# Domestic Violence or Sexual Violence Leave

## Domestic Violence or Sexual Violence Leave shall be provided if the employee or their child, step-child, or child-in-law experiences domestic or sexual violence, or threat thereof;

## Domestic Violence or Sexual Violence Leave will be granted for up to ten (10) days without loss of pay and up to fifteen (15) weeks unpaid leave;

### The leave may be taken for specific enumerated reasons, including, but not limited to:

#### Seeking medical attention related to the violence;

#### Receive Services from a victim Services organization;

#### Receive counselling;

#### Relocate; or

#### Seek legal or law enforcement assistance.

# Pregnancy & Parental Leave

## An employee who has been employed by the MSU for a minimum of thirteen (13) weeks shall be eligible for Pregnancy and/or Parental leave;

## Health benefits shall be provided as usual throughout the leave period;

## Pregnancy Leave is available for seventeen (17) unpaid weeks:

### An employee who is entitled to Pregnancy Leave is required to give the MSU two (2) weeks’ written notice of the date the leave is to begin, together with a medical certificate that estimates the delivery date;

#### The employee may change the notice to an earlier date by giving two (2) weeks’ notice before the earlier date;

#### The employee may change the notice to a later date by giving two weeks’ notice before the leave is to begin.

### Emergency or unexpected situations will be covered under the Personal Leave and/or Bereavement sections of this Employment Policy, in consultation with the employee;

### Following the leave, the employee will resume their original position, with seniority, benefits, and wage rates maintained at the same rate as if they had never taken the leave.

## Parental Leave is available to either parent after the birth of the child for sixty-one (61) unpaid weeks if Pregnancy Leave is also taken or sixty-three (63) unpaid weeks if Pregnancy Leave is not taken;

### For a biological mother, Parental Leave will commence immediately when the Pregnancy Leave ends;

### For biological fathers and adoptive parents, the leave must commence within seventy-eight (78)weeks after the birth or after the child first comes into custody, care, and/or control of a parent;

### An employee who is entitled to Parental Leave is required to give the MSU two (2) weeks’ written notice of the date the leave is to begin;

### Following the leave, the employee will resume their original position, with seniority, benefits and wage rates at the same level as when the leave commenced.

## Employees taking Pregnancy and/or Parental Leave commencing in any month between July and December must take vacation time before the leave;

### For leaves commencing in any month between January and June, vacation time may be taken before or after the leave.

## For employees taking Pregnancy and/or Parental Leave which will end (i.e., the employee will return to work) after the end of the calendar year, any remaining personal days must be taken (or incentives for remaining days awarded) before the leave begins;

## For employees taking Pregnancy and/or Parental Leave which will end before the end of the calendar year, personal leave will apply as usual.

# Holidays

## Employees are entitled to time off with full pay for public holidays, civic holidays, and periods of closure of the MSU;

## The following are considered public holidays:

### New Year’s Day;

### Family Day;

### Good Friday;

### Victoria Day;

### Canada Day;

### Civic Holiday;

### Labour Day;

### Thanksgiving Day;

### Christmas Day;

### Boxing Day.

## The following are considered periods of closure of the MSU:

### December 27 to 31;

### Other days, as determined by the Board of Directors.

## Employees required to work on public holidays or during periods of closure of the MSU may substitute another day for the day worked.

### The substitute day must be taken before the employee’s next vacation period.

# Vacation

## Vacation leave with full pay shall be granted to all Regular Employees;

## Employees in the Non-Supervisory, Child Care, and Commissioned Sales Staff classifications shall be entitled to:

### 0.83 days vacation for each month of employment for a partial year;

### Ten (10) days vacation for each year after one (1) complete year of continuous employment;

### Five (5) additional days after three (3) complete years of continuous employment, for a total of fifteen (15) days;

### Five (5) additional days after five (5) complete years of continuous employment, for a total of twenty (20) days;

### Five (5) additional days after ten (10) complete years of continuous employment, for a total of twenty-five (25) days.

## Employees in the Supervisory Staff classification shall be entitled to:

### 1.25 days vacation for each month of employment for a partial year;

### Fifteen (15) days vacation for each year after one (1) complete year of continuous employment;

### Five (5) additional days after three (3) complete years of continuous employment, for a total of twenty (20) days per year;

### Five (5) additional days after ten (10) complete years of continuous employment, for a total of twenty-five (25) days per year.

## Employees who resign or are terminated will receive vacation pay at the partial year rate unless any vacation time is used in that period;

### Any employee who has received an advance in vacation time will have vacation time taken, but not earned, deducted from their final pay.

## Vacation is earned during the twelve- (12) month period between one’s anniversary employment dates with the MSU;

### No vacation time will be granted within Probationary Period, as outlined in **Section 3.2** of this Employment Policy;

#### Upon prior approval from their Supervisor, SOPs/Interns may take vacation time during this period.

### All vacation time must be taken within the same calendar year within which it was earned;

#### Exceptions shall be made for all SOPs/Interns, whose one- (1) year employment contract shall act as the calendar year in this case.

### Under special circumstances, the Board of Directors may approve advanced or deferred vacation time.

#### Deferred vacation shall not exceed five (5) days and must be used in the month of January;

#### Failure to use deferred vacation time during the month of January will result in the forfeiture of unused days.

## Vacation time will be approved by the employee’s immediate Supervisor, in conjunction with the General Manager, according to:

### The needs and staffing level of the Department;

### The reason for the timing of the request; and

### The seniority of the employee.

## Once approved by the employee’s immediate Supervisor, all requests for vacation must be forwarded to the General Manager at least two (2) weeks prior to the requested time off;

### Priority will be given to requests of full weeks over requests for individual days when considering the timing of multiple requests;

### An employee shall not lose their entitled vacation due to their immediate Supervisor’s failure to forward the accumulated vacation information to the appropriate person.

#### In such instances, an employee shall resubmit their Overtime information to the General Manager, who will then forward it appropriately.

### Vacations of more than three (3) consecutive weeks will require special approval from the Board of Directors.

# Storm Procedures

## The MSU will follow the McMaster University Storm Emergency Policy & Procedures except:

### Child Care Staff, who shall follow the Employment Policy of the Hamilton-Wentworth Board of Education.

## Employees who are absent due to inclement weather when the MSU is open must report their absence to the General Manager through their Supervisor;

### Employees who are absent during this time will be required to use one of their vacation or personal days;

#### If there are no vacation or personal days available, the time must be made up at another time.

# Legal Summons & Jury Duty

## Employees summoned and/or selected for jury duty must provide documentation from the court to the General Manager.

### Wages, benefits, and seniority will continue for the duration of jury duty;

### Employees are expected to report to work on days off provided by the court;

### At the conclusion of jury duty, employees must submit a record of juror’s attendance, as provided by the court to the General Manager, in addition to a record of payments received by the court;

### The employee is expected to submit payments received by the court to the MSU upon their return from jury duty.

# Lay-Off

## A lay-off of a Regular Employee may be required during periods of low activity within Departments of MSU Inc. and CFMU Inc.;

## Employees to be laid off will be provided with adequate written notice of the lay-off period, constituting:

### Two (2) weeks notice before the start of the lay-off period for employees employed by the MSU for less than one (1) year; plus

### One (1) week notice per year employed before the start of the lay-off period for employees employed by the MSU for one (1) year or more.

## Benefits, as described in **Section 6** of this Employment Policy, shall continue for four (4) weeks into the lay-off period;

## Vacation earned, but not taken, before the lay-off period must be taken at the start of the lay-off period, excluding temporary lay-offs;

### Vacation and personal leave benefits will not accrue during the lay-off period.

## A lay-off shall be deemed temporary if its duration is less than thirteen (13) weeks.

### After thirteen (13) weeks, unless otherwise stated by the Board of Directors, the employee shall be considered to have been terminated.

# Personal Use of MSU Property

## Personal use by MSU employees of equipment (e.g., telephones, computers, photocopiers, fax machines, etc.), resources, and/or supplies is allowed only in emergencies or on personal time and shall be kept to a minimum;

## Any costs incurred will be reimbursed by the employee to the MSU;

## No use of MSU equipment, resources, and/or supplies will be authorized for use in a private business venture.

# Conflict of Interest

## A conflict of interest exists where an employee:

### Has an outside interest that materially encroaches on the time which should be devoted to the duties within the employee’s job description;

### Has a direct or indirect interest or relationship with an outside person, company, or organization that would:

#### Make possible personal gain due to the employee’s ability to influence dealings;

#### Render the employee partial toward the outsider for personal reasons or otherwise inhibit the impartiality of the employee’s business judgment;

#### Place the MSU in an embarrassing or ethically questionable position;

#### Reflect negatively on the integrity of the MSU.

### Takes personal advantage of an opportunity that properly belongs to the MSU.

## Employees must immediately disclose any situation that is, or may potentially be, a conflict of interest.

### This information will be reviewed by the Board of Directors, at which time the employee will be required to take the prescribed course of action;

### In cases where an individual reapplies for a position for which they are a member of the hiring committee, an alternate shall be designated by the Board of Directors as a substitute.

# Termination

## Termination of an employee will be at the discretion of the Board of Directors without notice for just cause:

### Just cause for termination shall include:

#### Improper conduct;

#### Insubordination;

#### Willful disobedience;

#### Neglect of duty;

#### Dishonesty;

#### Illegal activity;

#### Absence without reason;

#### Fraud;

#### Willful damage to property;

#### Poor job performance;

#### Human Rights Code violations;

#### Willful contravention of policy;

#### Breach of confidentiality.

## Before terminating an employee for just cause, the Board of Directors shall ensure that the employee has been given adequate opportunity to correct the behaviour or demonstrate improvement**;**

### The normal stages of discipline shall be:

#### A Verbal Warning, to be delivered by the employee’s Supervisor after the first offense of all but major infractions;

#### A Written Warning, to be delivered by the employee’s Supervisor after the second offense of all but major infractions;

#### Dismissal, to be delivered by the employee’s Supervisor, with a representative of the Board of Directors and/or an HR representative after:

##### The third offense of all but major infractions; or

##### After the first offense of a major infraction.

### However, if the behaviour or the incident is considered a major infraction, the MSU may terminate the employment relationship without providing the employee with an opportunity to correct the behaviour or demonstrate improvement.

## The Board of Directors will determine whether an individual infraction is major by the severity of the offense and the impact on MSU Inc. or CFMU Inc.;

## The Board of Directors may also terminate employment without just cause provided that:

### Adequate notice or payment in lieu be provided, inclusive of any payments for benefits and vacation, constituting:

#### Two (2) weeks’ notice for employees employed by the MSU for less than one year;

#### Two (2) weeks’ notice, per year employed for employees employed by the MSU for more than one year to a maximum of ten (10) weeks.

### The MSU shall provide severance provisions in accordance with ESA.

## Upon termination of employment, the individual’s Record of Employment form will be issued within five (5) business days.

## 

MSU Full-Time Issues Employment Committee

***2020/2021 Membership***

**MSU General Manager (Chair)**  John McGowan

**MSU Board of Directors Representative**  Jessica Anderson

**Supervisory Staff Representative** Maddison Hampel

**Child Care Staff Representative** Debbie Thomson

**Non-Supervisory Staff Representative** Victoria Scott

**Student Opportunity Staff Representative** Rene Haresf

Appendix A – Full-Time Employment Issues Committee

# Purpose

## To provide a forum to address and suggest resolutions for general full-time employment issues for recommendation to the MSU Board of Directors;

## The committee will fairly represent the complement of MSU employees and will serve as the employee base for the Position Evaluation Sub-Committee.

# Scope

## For the purposes of this committee, Employment Issues will be defined as:

### Issues which apply to all full-time employees of MSU and relate specifically to the terms of employment.

#### This shall include, without limitation, issues relating to:

##### **Employment** **Policy** **– Full-Time Staff**;

##### Compensation system;

##### Performance evaluations;

##### Training;

##### Employee benefits;

##### Pay equity;

##### Employment equity; and

##### Other legislation affecting employment terms.

# Membership

## **Composition:** The committee will have one (1) representative from each of the following groups:

### MSU General Manager;

### One (1) HR Representative;

### Board of Directors Representative (1-year term);

### Supervisory Permanent Representative (2-year term);

### Non-Supervisory Permanent Staff Representative (2-year term);

### Child Care Staff Representative (2-year term);

### SOP/Intern Representative (1-year term).

## **Selection of Members**: The committee shall have its members selected in accordance with the following parameters:

### The Board of Directors member shall be selected no later than May 30th of each year during an official meeting of the Board of Directors;

### The Supervisory, Non-Supervisory, SOP/Intern, and Child Care Staff representatives shall be elected from among employees in the respective categories in **Employment Policy – Full-Time Staff** within one (1) month of the notice of vacancy;

#### individuals interested in the position will put forward their name for consideration;

#### in the case where only one (1) person has volunteered for the seat, the person will be deemed to be acclaimed to the position;

#### in the case where more than one (1) person has volunteered for the seat, there will be an election by secret ballot to determine the seat.

# Duties & Responsibilities

## Members will bring forward for discussion any and all relevant issues conveyed to them by staff members;

## As required, the Committee members will gather information and help to prepare recommendations of the FTEIC for presentation to the Board of Directors;

## Members will be expected to take minutes of the meetings on a rotating basis and to prepare the minutes for distribution within 30 days of the meeting;

## Members are expected to attend and participate in no less than 75% of the scheduled meetings;

## Members absent without legitimate reasons from more than 25% of the meetings will be replaced on the committee.

## Members are expected to be prepared for each meeting by reading all background information and preparing questions/solutions for the meeting.

# Meetings and Procedures

## Meetings of the FTEIC will be monthly throughout the academic year and at least once during the period between May 1st and August 30th;

### Additional meetings may be called by the chairperson.

## Meetings will be closed, but minutes of the meetings will be made available to all Full-Time Staff members within 30 days of the meeting.

### The agenda for a meeting will be circulated to all staff members no less than one week prior to the meeting date to enable all employees to offer input into the discussion prior to the meeting.

## Any member of the MSU Full-Time Staff or Board of Directors may submit an item to the Committee for consideration.

### Agenda items may be received by any member of the Committee.

### All requests must be in writing and must include the following information:

#### Name of the employee in question;

#### Motion to be considered;

#### Any supporting information and/or documentation.

## Employees who are not members of the committee will have the opportunity to address the committee with a specific issue, provided the procedure described in **Section 26.3** of this policy has been followed;

## All decisions of the Committee will be brought to a Full-Time Staff meeting for information and feedback.

Appendix B – Full-Time Wage Review Sub-Committee

# Membership

## All members of the FTEIC will be required to serve on the Full-Time Wage Review Sub-Committee.

## The Sub-Committee will consist of four (4) people and, unless otherwise stated, will have the following composition:

### General Manager;

### One (1) Board of Directors Representative;

### Two (2) Full-Time Staff Representatives of the FTEIC.

#### Two (2) Full-Time Staff Representatives shall be selected on a rotating schedule, as approved by the FTEIC.

## No member of the Sub-Committee shall have any involvement in the evaluation of their own position.

### In such cases, the FTEIC shall review the position without the member in question, without replacement;

### Should the General Manager or a member of Board of Directors be under review, the Representative from the position not under review shall convene the Sub-Committee.

# Procedures

## The evaluation tool used will be MSU Point Factor Evaluation;

## Each member of the Sub-Committee will evaluate the position independently.;

### The Sub-Committee will then convene to discuss the individual evaluations and reach a consensus on the rating for each factor;

### This group decision is what will be passed onto the Board of Directors for approval.

## The individual evaluations and the final decision will be kept confidential and filed with the General Manager;

## At all times, it is important to stress that the evaluation is for the position and not for the incumbent;

### If, at any time during the evaluation process, a member feels they are unable to separate the position from the incumbent, they may withdraw from the Sub-Committee.

## All information received and discussed in the Sub-Committee shall be strictly confidential.

### For internal evaluations to be effective, it is imperative that all Sub-Committee members uphold this confidentiality.

Appendix C – Full-Time Milestone Recognition

# Operating Parameters

## The following is a set of guidelines to assist the organization in recognizing MSU Full-Time Staff milestones.

## The set of guidelines will ensure a consistent, transparent methodology is used to support the MSU Full-Time Staff in meeting many of life’s milestones as a member of the MSU.

# Years of Service

## For years of service, Full-Time Staff shall receive a token of appreciation and/or gift cards, an announcement to all Full-Time Staff, and/or gathering of Full-Time Staff in consultation with the employee in accordance with the following parameters:

### Five (5) years - $50;

### Ten (10) years - $125;

### Fifteen (15) years - $225;

### Twenty (20) years - $450;

### Twenty-five (25) years - $600.

#### Any 5-year milestone after 25 years shall be treated with the same token of appreciation and/or gift card amount.

## After ten (10) and twenty-five (25) years, a plaque shall normally be awarded to the employee, in recognition of their commitment to the MSU.

# Departing Staff

## For departing Full-Time Staff, an employee shall receive a token of appreciation and/or gift cards, and/or gathering of Full-Time Staff in consultation with the employee in accordance with the following parameters:

### 2–4 years - $50;

### 5–9 years - $200;

### 10–14 years - $350;

### 15–19 years - $500;

### 20–24 years - $750;

### Twenty-five (25) years or more - $1000.

# Weddings

## Any Full-Time Staff who marries through a wedding or celebratory event during their employment term shall receive flowers or a registry up to $100.

# Births/Adoptions

## Any Full-Time Staff who comes into custody or care over a child through either birth or adoption during their employment term shall receive flowers or a gift basket up to $100.

# Deaths

## Any Full-Time Staff who qualifies for Bereavement leave under **Employment Policy – Full-Time Staff, Section 11.2.1** during their employment term shall receive flowers or a donation up to $100.

Appendix D – MSU Position Evaluation Plan

# Operating Parameters

## The **MSU Position Evaluation Plan** will consist of the following documents:

### Position Description Questionnaire;

### Position Reconsideration & Request for Position Review Form;

### Pay Equity Review – (April 2013);

### Position Evaluation Guide –

#### This document assists the Position Evaluation Sub-Committee of the Full-Time Employment.

# Procedures

## Committee evaluate the position on a consistent set of factors as follows:

### Skill:

#### Education;

#### Experience;

#### Judgment/Thinking;

#### Innovation/Initiative;

#### Interpersonal/Customer Service.

### Effort:

#### Visual/Mental Effort;

#### Physical Effort.

### Responsibility:

#### Leadership/Supervision (Nature);

#### Supervision (Scope);

#### Responsibility for Others;

#### Responsibility for Financial/Material Resources;

#### Responsibility for Decisions/Actions.

### Working Conditions:

#### Job Pressure;

#### Work Environment.

## Once a position has been evaluated using the above mentioned documents, the position results are forwarded to the General Manager to be assigned a grade;

### Once completed, the recommendation is forwarded to the Board of Directors for approval

## These documents are available upon request by any member of the MSU Full-Time Staff. The scoring used for grading positions is solely the purview of the Board of Directors and General Manager and is not available for review.

Appendix E – Confidentiality Agreement

Whereas the MSU needs to update its current confidentiality agreement to reflect the changes to provincial and federal legislation and to maintain a high level of security to protect the personal and private information of its members, staff, and elected representatives, the following policy has been approved by the MSU Board of Directors;

All elected representatives and employees with access to records, documents, or information in whatever format (i.e., hardcopy, verbal, electronic, etc.), which contain confidential information, are responsible for maintaining the integrity and confidentiality of those records.

The agreement set out below must be adhered to without exception. Employees who have access to confidential information are:

1. Not to make or permit unauthorized access to this information;
2. Not to release confidential information to any person except those approved by the Supervisor(s) or appropriate governing body employees, unless authorized approved by their Supervisor(s) and/or required for their position’s responsibilities;
3. Not to make personal use of confidential information, which has come to them in the conduct of their duties;
4. Not to remove any official record from the office where it is kept except in the performance of their duties (this includes originals and photocopies of any documents);
5. To report any violations of the integrity or confidentiality of any records or documents to their Supervisor(s), or governing bodies.

Please sign the statement below.

I have read and understood and will adhere to the above policy.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Staff Member  (Please Print Name) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature Date |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Witness  (Please Print Name) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Representative Body, Service, or  Department Signature Date |
|  |  |