

# Appendix C

## Human Resources Policy



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# Appendix C

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*Note: Amendments to Sections 4.2.1, 4.2.2, and 4.2.6 were adopted by the Board of Directors on March 1, 2023.*

*Note: Amendments to add Section 24 were adopted by the Board of Directors on April 10, 2024.*

### 1.0 Preamble

The University of Guelph Central Student Association is an association of the undergraduate students of the University of Guelph, which acts as a central coordinating organization for all undergraduate student activities of a cross campus nature. The CSA is to represent the whole undergraduate student body on political, social and civic issues, within and/or beyond the University campus.

- 1.1 The Central Student Association will employ, when necessary and within the bounds of its approved budget, certain full time, part time and temporary staff, as well as volunteers. This policy's purpose is to provide guidelines for effective, just and harmonious relationships among all the CSA Board, staff, supervisors and volunteers. It outlines the mutual responsibilities and rights of employer and employees.
- 1.2 This policy is to abide by the Ontario Employment Standards Acts and all other relevant federal and provincial legislation, as well as the by-laws and policy of the CSA. Federal and provincial employment legislation shall take priority in the event of any contradictions within this policy.
- 1.3 In keeping with the CSA's stated policy against discrimination as well as with the Ontario Human Rights Code, the CSA will neither practice nor tolerate any prohibited discrimination or harassment in its hiring, office environment, termination or provision of services against any employee or individual, including but not limited to, on the grounds of race, ancestry, colour, ethnic background, citizenship, creed, religious or political affiliation, age, sex, sexual orientation, gender orientation, marital status, family status, status of wealth or physical or mental disability.
- 1.4 This policy shall form part of the contract of employment of each person employed by the CSA and shall be applicable to all persons associated with the CSA where applicable. It shall be provided to each person employed by or associated with the CSA.
- 1.5 The Central Student Association shall at all times use the Employment Equity Hiring Policy whenever staff are hired as per section 4.8 of this policy. Employment Equity is defined as hiring the candidate who falls within a marginalized group, when that candidate is of comparable qualifications to the other most qualified candidates.

For the purposes of the Employment Equity Hiring Policy, marginalized shall be defined as persons from groups who face systemic barriers to employment including but not limited to women, racialized people, indigenous people, queer

people, persons with disabilities and international students.

## 2.0 Relationships

- 2.1 The Board of Directors of the Central Student Association (referred to as “the Board”) is the employer of all staff of the Central Student Association.
- 2.2 Full and part-time permanent and full and part-time contract staff members of the Central Student Association are to be supervised by a member of the Executive.
- 2.3 In cases where a member of staff is charged with supervising another staff, a member of the Executive will always be responsible for both parties, focusing attention on the party who is in a supervisory role.
- 2.4 If a contract between staff and board contradicts this policy, the contract will be seen as overriding this policy.

## 3.0 CSA Staff

- 3.1 The staff of the CSA consists of elected full time Executive, permanent or renewable-contract employees, contract salaried employees and temporary staff. All of the staff shall abide by, and benefit from, the provisions of this policy, where applicable.

Volunteers, while not considered staff, shall also abide by, and may benefit from, the provisions of this policy, where applicable.

- 3.2 The elected full time Executive currently consists of the President, Vice President Academic, Vice President Student Experience and Vice President External. They are elected to an office term of one year to run from May 1 to April 30 annually.
- 3.3 The permanent and renewable-contract staff of the CSA currently consists of the Bookkeeper, the Bullring General Manager, the Business Manager, the Front Office Manager, the Policy & Transition Coordinator, the Human Resources and Services Manager, the Programmer and the Promotions & Media Assistant.
- 3.4 Part-time contract positions consist of the Bike Centre Coordinators, the Assistant Electoral Officer(s), the Clubs Coordinator, the Clubs Event Coordinator, the External Chair, the Board Scribe(s), the Committee Scribe, the FoodBank Coordinators, the Meal Exchange Coordinators, Poster Runners, the SafeWalk Coordinators, the Student Help & Advocacy Centre Coordinators, and

the Technical Assistant.

- 3.5 The Vice President Academic and Vice President External are responsible for co-supervising the Student Help & Advocacy Centre Coordinators.
- 3.6 The Vice President Student Experience is responsible for supervising the Assistant Electoral Office, the Clubs Coordinator, the Clubs Event Coordinator, the SafeWalk Coordinators, and the Bike Centre Coordinators. The Vice President Student Experience shall also co-supervise the Promotions & Media Assistant and the Policy & Transition Coordinator, along with the President.
- 3.7 The Vice President External is responsible for supervising the Meal Exchange Coordinators, and the FoodBank Coordinators.
- 3.8 The President is responsible for supervising the Bookkeeper, the Bullring General Manager, the Business Manager, the Front Office Manager, the Programmer, and the Technical Assistant. The President shall also supervise the Human Resources and Services Manager and the Policy & Transition Coordinator.

## 4.0 Hiring

Hiring for full-time permanent employees, part-time permanent employees, full-time contract employees, and part-time contract employees shall take place according to the following procedures:

- 4.1 Priority for the hiring of part-time employees of the Central Student Association to be as follows:
  - 4.1.1 full or part time undergraduate students
  - 4.1.2 non-students.
- 4.2 The following are the minimum requirements for hiring a vacancy or new position:
  - 4.2.1 The Striking of a hiring committee at the last Executive Committee Meeting prior to the close of the job posting period. The hiring committee shall consist of the Executive Supervisor, a CSA staff member (preferably the outgoing position holder or staff supervisor) and a member of the Core Staff team, to be selected by the CSA President. At the discretion of the CSA President, individuals outside CSA staff and Executive may also be appointed to the hiring committee as applicable.

- 4.2.2** Notification to the CSA Board of Directors in the form of a Hiring Committee Report, following the acceptance of a job offer.
- 4.2.3** Budgetary funds must be available to cover the salary for the position.
- 4.2.4** A job description must be completed and previously approved by the CSA Board. The Executive Supervisor, the Business Manager and the program coordinator shall be responsible for approving any minor / administrative changes to a job description. Any substantive changes will require Board approval. The up-to-date job description will be available to applicants.
- 4.2.5** The job description will include the job title; qualifications required and sought; description of duties; the base salary rate; the hours to be worked on a weekly basis; the term of employment; a location where the candidate may access this hiring policy; the date of commencement and the immediate supervisor(s). The job description must also include a requirement for the staff member to provide a minimum of three hours of training to their successor in the final two weeks of his/her term.
- 4.2.6** The Hiring Committee Chair will be the Executive Supervisor of the position. In the event that the Executive Supervisor is unable to be Chair, a designate will be appointed Chair at the discretion of the President.
- In the event that the President has a conflict of interest with a hiring committee, per the definition listed in CSA Bylaw 1, Section 10.1, the responsibility of selecting the hiring committee Chair will be delegated using the following hierarchy,
1. Vice President Student Experience
  2. Vice President Academic
  3. Vice President External
- 4.2.7** The Office Manager will be responsible for the oversight of tasks and details consistent among all hiring committees. This may include, but is not limited to, the composition of the committees as per CSA policies and bylaws, ensuring that all interview questions are appropriate, and ensuring that all operations of the hiring committee are in accordance with all relevant CSA policies and bylaws, ensuring that all hiring committee members are properly trained and informed of all relevant policies and bylaws, and ensuring that every committee member is provided with all relevant documentation regarding policies, bylaws, and hiring process information.

- 4.2.8** The Office Manager will be responsible for the co-ordination and operation of the hiring committee. This includes, but is not limited to, scheduling meetings and interviews, and booking interview room space. The Hiring Committee Chair will meet with the committee to appropriately short-list candidates, draft interview questions, reply to successful candidates, and prepare the Hiring Committee report as per 4.4, ultimately for the consideration of the Board of Directors.
- 4.2.9** It remains the responsibility of the Office Manager to ensure all hiring takes place within the framework of all applicable CSA Bylaws and Policies.
- 4.2.10** The Office Manager and Policy & Transition Coordinator will be a resource to all hiring committee members, including committee chairs, and ultimately will be responsible for providing information, training and documents for all hiring committee members for support in this process. This may include, but is not limited to, providing materials and information on relevant policies and by-laws, information regarding the processes of other hiring committees, and information regarding appropriate human resources practices.
- 4.3** All above employment vacancies are to be advertised for two weeks before the application period is closed. The following are the minimum requirements for advertising job vacancies:
- 4.3.1** Job descriptions must be posted on the CSA website and thecannon.ca when the application period opens.
- 4.3.2** During the Winter Semester, the Office Manager and Policy & Transition Coordinator will provide a CSA Job Information table in the UC Courtyard for two days during the week preceding the application period opening and during the application period.
- 4.3.3** During the Winter Semester, the CSA President will send a mass email to all Undergraduate students advertising CSA job vacancies, CSA hiring policies, and the time and date of the hiring period. This e-mail will be sent during the week preceding the application process opening.
- 4.3.4** Job vacancies will be advertised to all CSA clubs and campus organizations, especially those that are mainly composed of members of marginalized communities, for example: the Centre for Students with Disabilities, the Indigenous Students' Society, the Guelph Black Students Association, Guelph Resource Centre for Gender Empowerment and

Diversity, Guelph Queer Equality, International Student Organization, Ontario Public Interest Research Group, and the CSA Accessibility Working Group.

- 4.3.5** Throughout the year, the Clubs Coordinator and the Vice President Student Experience shall be responsible for conducting outreach to and soliciting applications from members from CSA clubs and organizations. During the summer, each year, these individuals will present a plan to the CSA Executive describing how they intend to outreach to clubs and organizations. Presentations to clubs and organizations must outline the CSA's hiring process, and advertise job vacancies and the job vacancies application period and process. Emphasis must be placed on the importance of the CSA's Employment Equity policies and process.
- 4.3.6** During the Winter Semester, leaflets and posters advertising CSA job vacancies must be distributed by the Clubs Coordinator to all clubs and organizations. These posters must also be distributed through the CSA poster run the week preceding the application period opening.
- 4.4** All above employment vacancies are to be filled only by a committee duly appointed by the Board. Each hiring committee shall be composed of at least one CSA Executive member, at least one Board member and one staff member (may or may not be previous holder of the position). At the conclusion of its duties, the hiring committee shall present a report to the Office Manager which includes the person recommended for the position, the number of applicants interviewed and the type and length of advertising. All new staff must be ratified by the CSA Board before commencing employment.

The CSA Board shall not ratify any new staff for positions where there is an outstanding grievance filed in connection with the hiring process. The names of and discussions with or about any other candidates shall remain strictly confidential. The hiring committee shall meet to conduct short-listing within one week after the close of the posting period, and to complete interviews within two weeks after the close of the posting period. Recommendations for hiring shall be presented at the end of these two weeks. All efforts shall be made to have the entire hiring process completed before the commencement of the winter examination period.

- 4.5** When hiring new employees, the emphasis should be to view the position as one in which specific experience can be gained.
- 4.6** Internal CSA applicants will be considered equally with other applicants and will take priority only if they and the other applicant appear to be equal in



qualifications, as an internal candidate's prior knowledge of and experience with the CSA are legitimate factors in selecting a candidate.

- 4.7** No CSA part-time contract employee shall work more than an average of 15 hours per week if they hold more than one contract with the CSA, unless there is an overlap between a position that ends September 30 and another position that starts September 1. If the candidate has applied for one or more jobs at the CSA, the candidate has the right to withhold their acceptance of an offer until they have heard from other CSA hiring committees.
- 4.8** The CSA is committed to employment equity and to the creation of a working environment that is welcoming for all applicants. We particularly encourage applications from women, Indigenous peoples, persons with disabilities, racialized people, international students and members of Queer communities.

The following is an outline of the steps taken in this process:

- 4.8.1** Advertisement for these positions shall be carried out in accordance with Section 4.3.
- 4.8.2** All applicants are encouraged to complete an electronic Employment Equity Form during the application process. The CSA Office Manager will keep the forms on file.
- 4.8.3** In selecting successful applicants, hiring committees shall apply the principle of merit while striving to ensure that those selected represent the diversity of the university community. In addition, hiring committees will carry out responsibilities in accordance with Section 4.4.
- 4.8.4** Following the conclusion of the hiring procedures, for year-to-year comparative purposes, aggregate data derived from the Employment Equity Forms will be retained by the CSA. Upon completion of the annual hiring processes, all Employment Equity Forms will be destroyed.
- 4.9** Every effort will be made to make the application process accessible to applicants with disabilities. Applicants who may require accommodations during the application process, must contact the Office Manager to make appropriate arrangements in advance.
- 4.10** All candidates who are offered a position shall confirm their acceptance by signing a document that includes the job title, the base salary rate, the date of commencement of employment and the term of employment. If the candidate selected for a position refuses the job offer, selection shall devolve to the second

choice. In the case of a second choice being unavailable or at the discretion of the Hiring Committee unacceptable, the hiring process shall be re-initiated.

- 4.11** If an applicant has an issue with the hiring process under this policy, they may file a complaint under the Complaint Resolution and Grievance Procedure, Policy 13.0. Any grievance filed by an unsuccessful candidate must be submitted to the President within seven days of receipt of notification that they were not hired.

### **5.0 Orientation and Training**

The purpose of orientation of new staff is to introduce them to the goals of the CSA; to ensure that they have grasped and are comfortable with all of their new duties, responsibilities and privileges; to ensure that they have received adequate training and job preparation; and to ensure that they are properly and happily integrated into the CSA environment.

- 5.1** The package to be given to all new staff shall include, at the minimum; a copy of this policy; a copy of their contract when applicable; a job description of the position; a copy of the CSA's by-laws or constitution, and applicable Manual of Operations when available.
- 5.2** Pursuant to their job descriptions, outgoing staff members shall be actively involved in the training of their successor. Incoming staff members shall receive an honorarium, as determined by the CSA Human Resources & Services Manager, for mandatory training with their respective outgoing staff members in the final two weeks of their contracts. The outgoing and incoming staff members shall meet for a minimum of three hours during this period. Additionally, the immediate supervisor, and when possible the CSA Human Resources & Services Manager, shall keep close watch of the new employee during the initial weeks of employment.
- 5.3** It is the responsibility of the immediate supervisor of new staff members, and whenever possible, the Human Resources & Services Manager, to monitor the progress of new staff members and to provide feedback to him/her them within the first three weeks of employment.
- 5.4** The Policy & Transition Coordinator shall ensure that a Manual of Operations for each area under the supervision of the Executive is prepared and updated regularly
- 5.5** The Executive Committee, under the leadership of the President, shall develop an annual training plan to ensure all new staff, Board Members and Executive receive a proper orientation and sufficient training to be able to successfully carry

out their responsibilities.

- 5.6** The Human Resources & Services Manager and President will designate one training day each semester. All staff members must attend the training day which is closest to their contract start date. This day will be held within the first three weeks of the fall semester. This training day will include an anti-oppression workshop, a student risk management workshop, a Business Office workshop, a Front Office workshop and any other training sessions as deemed necessary by the Executive. This training day will be developed during the summer, and incoming staff will be notified of each training day at least one month in advance.
- 5.7** The President shall recommend a discretionary training budget amount to enable professional development training to take place whenever possible and practical. Professional development training shall take place when opportune.
- 5.8** Reimbursement for job-related seminars or courses shall be approved in advance by the President; shall be contingent on funding availability and budgetary allocations, as well as by the successful (as determined by the President) completion of the seminar or course.

## **6.0 Contracts and Personal Records**

- 6.1** Every staff member shall have a personal records file maintained for them. There shall be only one file per employee which shall be held by the ~~Human Resources & Services Manager~~ and/or Policy & Transition Coordinator. These files shall only be used for the legitimate purposes relating to employment, such as performance evaluation, pay increases, disciplinary action, contract renewal or rehiring, and may only be viewed by the employee, Human Resources & Services Manager or confidentially by members of specially appointed Board of Directors Committees. Files shall be kept in a secure place and updated when necessary.
- 6.2** The standard contents of each file shall be: Employee's resume; job description; offer of employment; letter of acceptance or employment agreement; personal information relevant to health and/or emergencies; record of time (vacation, lieu-time, leaves of absences, etc.); documents pertinent to employee performance.
- 6.3** In order for information in the file to be used for purposes outside of organization business, the employee must give written consent. Staff members may view their files upon request. Any staff member may add to his/her file any documents which he/she wishes.

- 6.4** Employees' personal records shall be kept confidentially by the CSA for a term of five years after the employment ends, and then destroyed.

### **7.0 Amendments to Staff Contracts**

From time to time, the CSA may find the need to amend a staff contract after an individual has been hired for a position. Any aspects may be amended as necessary, whether it is the date of employment, change in hours, rate of pay, job description, etc.

It is recognized that a person's employment is part of their livelihood, and changes to their employment should be handled with expediency, and with the proper consultation.

- 7.1** Amendments to a staff contract must be handled via the following procedure:

**7.1.1** A meeting is to be set up between a staff member and an Executive supervisor and may be called by either individual. This meeting shall be to draft a proposal for what changes should be made to the staff member's contract. If necessary, more than one meeting may be set up.

**7.1.2** The supervisor will set up a meeting with his/herself, the staff member and the Human Resources & Services Manager. At this time, the proposal agreed upon by the staff and supervisor shall be presented to the Human Resources & Services Manager, who will then ask any questions necessary.

**7.1.3** The Human Resources & Services Manager will, as often as necessary, perform any research needed to verify the necessity and the drawbacks of approving the proposal, then reconvene another meeting, if necessary.

**7.1.4** At such a time where an agreement is met by all parties involved, an amended job contract will be drafted, and signed by the President, the staff and their supervisor, at which point the changes become binding.

- 7.2** For any changes to staff contracts that would increase the total pay of an employee, funds must be available within the CSA to cover these increases, as determined by the President. If these funds are not available, the matter shall be referred to the Finance Committee, and if necessary, the Board of Directors.

- 7.3** Changes made in this fashion may or may not set a precedent for future job postings. The determination of whether the changes made will have an impact on future job postings can be made by the Human Resources & Services Manager.

### 8.0 Extension of Staff Contracts

It is recognized that certain support staff positions at the CSA have an impact on the overall operations and functioning of the organization. These positions require a significant amount of time for the organization, specifically Executive and supervising staff, as well as the employee for training, skill development, and sustaining a specific level of operational capacity. In these situations, it would benefit the CSA to have an employee, upon favourable evaluation, remain in their position for longer than a one-year term. In addition, it provides the employee with the opportunity to apply their training and develop their skills for a longer period of time. This benefits the organization and the employee.

#### 8.1 Extension of Specific Positions (Operational)

**8.1.1** Part-time support staff members who hold a fixed-term contract may have their contract extended.

**8.1.2** Contract extensions may be approved based on positive performance reviews:

- a) During the regular evaluation period (probation), and
- b) Prior to the hiring period as well as a recommendation from the Executive supervisor.

#### 8.2 Extension of Part-Time Staff Contracts Hired Mid-Term

If any part-time fixed-term contract employee has been hired mid-term, the contract may be extended by 12 months on May 1, pending a favourable evaluation from the Executive supervisor.

### 9.0 Staff Evaluation

**9.1** The focus of the staff evaluation process is on employee development. It is intended to be an opportunity to review performance against pre-determined performance standards and to set action plans that will promote employee development and improved performance.

**9.2** During the first two weeks of employment, the Human Resources & Services Manager will co-ordinate the distribution of the staff evaluation form to each staff member. Staff members will fill out applicable sections of the form and submit the form to the Human Resources & Services Manager. The Human Resources

& Services Manager will ensure that all staff evaluations are completed within the three-month probationary period.

**9.3** Staff evaluation forms must be completed and received by the respective supervisors by the end of January. All staff evaluations will be reviewed by the Human Resources & Services Manager and Policy & Transition Coordinator, who may endorse the recommendations of the supervisor, or make additional recommendations as he/she sees fit.

**9.4** Two copies of the evaluation and any arising recommendations are to be made. One is to be given to the employee, and the other to remain in the employee's Personal Record.

### **10.0 Salary and Benefits**

**10.1** Salary ranges and individual rates of pay for each CSA position shall be determined in accordance with the budget limits, qualifications required, and prior salary ranges for that position. Employment equity is to be maintained according to the directives of the province of Ontario.

**10.2** The Staff Representatives and the CSA Finance Committee shall meet annually during the setting of the following year's budget in order to discuss and make recommendations for global percentage salary increases, which shall take effect at the beginning of the following fiscal year or at the filling of any position by a new employee.

**10.3** Individual salary increases over and above the annual global percentage increase may be granted in circumstances where the employee's performance demonstrably merits such action. It is the employee's immediate supervisor's responsibility to make a recommendation for a salary increase to the Executive Committee. The recommendation must be supported by written justification including the employee's performance evaluation. All such increases are to be within the set salary range of each position unless significant changes in the job description have taken place.

**10.4** Benefits for full-time contract and full-and-part-time permanent staff include transportation subsidies (e.g. parking stickers for staff who regularly drive to the university in their own vehicle); access to Health Plan coverage; legislated benefits including Unemployment Insurance and Canada Pension Plan.

**10.5** Salary payment will be made bi-weekly with appropriate tax, EI and CPP deductions.

**10.6** Permanent full-time permanent part-time, full-time contract employees, as well as the elected Executives are eligible for a lump payment equal to a percentage of their annual salary as a contribution towards either a retirement plan or education plan, of their choice. The percentage shall be determined as follows:

|       |                  |     |
|-------|------------------|-----|
| 1-2   | years of service | 3%  |
| 3-4   | years of service | 4%  |
| 5-6   | years of service | 5%  |
| 7-8   | years of service | 6%  |
| 9-10  | years of service | 7%  |
| 11-12 | years of service | 8%  |
| 13-14 | years of service | 9%  |
| 15 +  | years of service | 10% |

**10.7** In the event that CSA part-time contract positions are not filled by students eligible for the student health and dental plans, they shall be eligible for the employee health plan and shall be notified accordingly.

## 11.0 Vacation

**11.1** The Central Student Association (CSA) understands and values the importance of personal time off for all staff. Vacations are time away from work and are meant to promote health and wellbeing. All staff are required to take their full annual allotment of vacation days.

**11.1.1** Fixed-term, casual and on-call employees will receive 4% of earnings as vacation pay, which shall be received on designated paydays. Arrangements may be made with the Business Manager to retain vacation pay for a specific period of time. All vacation pay owing must be released within the term of the contract.

**11.1.2** Permanent and executive employees will accumulate vacation days according to the following schedule for completed years of service:

| Years of Service | Vacation Time | Vacation Pay |
|------------------|---------------|--------------|
| < 1 year         | -             | 4%           |
| 1-5 years        | 10 days       | 4%           |
| 6-10 years       | 15 days       | 6%           |
| 11-15 years      | 20 days       | 8%           |

|  |         |     |
|--|---------|-----|
| 16 + years   | 25 days | 10% |
| All vacation time and pay will be pro-rated to start date. |         |     |

**11.1.3** When a permanent or executive staff member has not completed one full year of continuous employment as of April 30 in a given year, vacation entitlement accrues at the rate of one full day per full month of employment to a maximum of ten working days.

## 11.2 Process for Requesting Vacation Days

**11.2.1** For vacation requests of **two days or less**, employees must communicate dates, via email or by submitting a Vacation Request Form, to the Business Manager and the President at least 2 days prior.

**11.2.2** For vacation requests of **greater than two consecutive days**, employees must submit a Vacation Request Form to the Business Manager for approval.

**11.2.3** Vacation Request Forms will be reviewed, prior to approval, by the Business Manager and the direct report to ensure operational needs will be met, and shall not be unreasonably denied.

**11.2.4** All vacation days will be documented and recorded by the Business Manager on the employee's Time Log Summary and on the CSA Attendance Calendar.

**11.2.5** Employees are required to update personal calendars with vacation time away.

**11.2.6** Vacation Request Forms for blocks of time **greater than 5 consecutive days** should be submitted for approval by May 31st of each fiscal year, when possible.

**11.2.7** Vacation days must be taken during the fiscal year, May 1 to April 30, and are not cumulative from year to year.

**11.2.8** When employment ends, the staff member will receive payment for all vacation time that has been earned and not yet taken.

**11.2.9** The following Statutory Holidays are paid days off: Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving, Christmas Day, Boxing Day, New Year's Day and Good Friday.



### **11.3 Leaves of Absence**

**11.3.1** The CSA will adhere to the Employment Standards Act: Leaves of Absence which does include, and not limited to, Pregnancy and Parental, Critical illness and Family Medical.

**11.3.2** A Leave of Absence Request Form must be submitted and approved by the President and the Business Manager prior to commencing the leave.

### **12.0 Personal Emergency Leave Days (PED)**

**12.1** The Employment Standards Act provides 8 unpaid leave days per calendar year that cannot be carried forward. The CSA offers a greater benefit by providing all permanent and executive employees with 10 paid personal emergency leave days (PED), pro-rated when applicable.

**12.2** Unused PED may not be carried forward into the next fiscal year and will not be paid out.

### **12.3 Reporting of Personal Emergency Days (PED)**

**12.3.1** PEDs must be communicated as soon as possible to the Business Manager and the President.

**12.3.2** PEDs will be documented and recorded by the Business Manager on the employee's Time Log Summary and on the CSA Attendance Calendar.

**12.3.3** PEDs must be recorded by the employee on their personal calendar.

**12.3.4** In emergency circumstances, the Business Manager or President may be required to update the employee's personal calendar.

### **12.4 Qualifiers for Personal Emergency Days include, but are not limited to:**

**12.4.1** A personal illness, injury, medical emergency, or urgent matter relating to yourself or a family member.

**12.4.2** Assisting family members with recovery due to hospitalizations, day surgeries, treatments, unforeseen medical appointments, or unforeseen changes to childcare arrangements.

**12.4.3** Bereavement.

**12.4.4** Supporting documentation can be requested by the President and/or the Business Manager to substantiate a PED that extends past two business days.

### **13.0 Overtime**

**13.1** Overtime taken by employees shall be compensated for by equivalent time off.

**13.2** Any overtime hours exceeding seven (7) hours in one pay period must receive prior approval from the President and should only occur in exceptional situations.

**13.3** A staff member wishing to work less than seven (7) hours overtime, must receive prior approval from their Executive supervisor.

**13.4** If an employee works over 44 hours, after receiving prior approval, in a week then overtime shall be paid at a rate of time and a half. However, an employee may choose to take time in lieu instead of receiving overtime pay

**13.5** Consideration for time in lieu, or time off, to compensate for overtime must be made by the staff member and the President and Human Resources & Services Manager in order that sufficient notice may be given to appropriate personnel.

### **14.0 Staff Communications**

**14.1** The CSA encourages open and regular communication between staff, Executive and Board members, and welcomes requests for information and suggestions on how communication may be improved on an ongoing basis.

**14.2** The CSA Permanent Staff and Bullring Manager shall be invited to Executive Committee meetings as non-voting guests for the purpose of increasing the lines of communication and coordinating CSA events. This discussion shall be scheduled first on the agenda and coincide with targeted periods of activity. Examples would include, but not be limited to: Survival Guide distribution, fall orientation, homecoming, significant live events, elections, hiring and Days of Action. The President shall be responsible for making the determination and notifying the above noted staff members.

**14.3** The CSA staff and Executive Committee shall meet regularly during paid office hours; or if the meeting is held outside of regular hours, the time taken to

conduct such a meeting shall be construed as overtime and shall be compensated for as in Section 17.

- 14.4** The purpose of staff meetings shall be to discuss the activities and operations of the CSA; to maintain the lines of communication between the staff and Executive committee; to bring to the attention of the staff any issues that affect the CSA as a whole; to bring to the attention of the Executive and/or other staff any general staff issues that should be discussed.
- 14.5** Staff meetings shall occur at least once every four weeks; and preferably at least every two weeks. The CSA is mandated to close the office in the event of a staff meeting.

### **15.0 Progressive Discipline Process**

We want all our employees to succeed in their jobs. Some issues or disagreements can easily be resolved by speaking with your supervisor.

Corrective action is designed so you will have an opportunity to learn what the CSA requirements are and have a chance to correct the problem. If there is a problem with your performance or conduct, a member of the Human Resources Support Team will act in an advisory capacity for the supervisor.

The Progressive Discipline process outlined below will be followed, depending on severity.

#### **15.1 Counselling**

If there has been a problem with performance or conduct, your supervisor will discuss it with you. This is the time to make sure you understand exactly what went wrong and how to keep it from happening again. Your supervisor will make a note in your employee file about what you discussed in the counselling session.

#### **15.2 Verbal Warning**

If a problem recurs, your supervisor will discuss it with you again. The consequences of further recurrence will be explained to you at this point. Your supervisor will make a note in your employee file about what you discussed in the verbal warning and expectations going forward.

#### **15.3 Written Warning(s)**

If a problem recurs, your supervisor will discuss it with you again and put a formal written warning in your employee file. The written warning, signed by both you and your supervisor, will record what happened; how you should correct the

problem; what the next disciplinary stage will be if the problem is not corrected; and any comments you would like to include.

### **15.4 Suspension**

After the written warning(s), if your conduct or performance continues to be unacceptable, you will be suspended from work without pay. The length of the suspension will depend on the seriousness of the problems (one day, three day, or five day). You will be warned that if you do not correct the problem, you will be terminated for just cause, without further notice.

### **15.5 Termination**

You will be terminated for just cause and without further notice if unacceptable performance or conduct continues after you return from suspension.

The stages of progressive discipline exist to help you correct any difficulties you are having on the job. However, if a serious incident occurs, such as one that threatens the safety of employees or our operations, the CSA may skip stages in the progressive disciplinary process and move directly to written warnings, suspensions and/or termination without the need for prior disciplinary action. Counselling notes, warnings or suspensions will remain active in your file for three years, unless further incidents occur.

## **16.0 Complaint Resolution**

It is the desire of the CSA to have a harmonious relationship with all employees. Any Executive member, Board member, staff member, volunteer or job applicant who feels they have just cause for a complaint is encouraged to seek resolution under this procedure at the earliest possible time.

The Complaint Resolution Procedure is intended to provide a fair and equitable means of addressing problems or disputes that may occur. A Human Resources Support Team is in place to ensure fair, consistent procedures are in place for all CSA members.

### **16.1 Human Resources (HR) Support Team**

The Human Resources Support Team is charged with the responsibility of providing HR support to all CSA and CSA Bullring employees, volunteers, Executive and Directors. This support includes requisite guidance to all Supervisors, including Executive Supervisors, who initiate the Progressive Discipline Process. The HR Support Team consists of the Business Manager, the Office Manager and the Bullring General Manager (GM).

Members of the HR Support Team are required to work in consultation and collaboration with the appointed external HR consultant(s).

- 16.1.1** Members of the HR Support Team are required to be trained in anti-oppression, inclusivity, conflict resolution, investigatory processes, HR compliance and applicable legislation training.
- 16.1.2** The HR Support Team is permitted to seek advice from outside legal counsel.
- 16.1.3** Only one member of the HR Support Team will serve as the first point of contact for individuals seeking HR support.
- 16.1.4** HR Support Team members may seek advice from another member of the HR Support team.
- 16.1.5** The Bullring GM is the first point of contact for Bullring HR complaints. However, in the event a complaint is made against the Bullring GM, the complaint will be referred to one of the other team members.
- 16.1.6** The Business Manager or the Office Manager is the first point of contact for all non-Bullring HR complaints. In the event a complaint is made against one or both CSA Managers, the complaint may be referred to the Bullring GM.
- 16.1.7** Should a supervisor deem it necessary to initiate the Progressive Discipline Process, a member of the HR Support Team must support and provide guidance throughout the entirety of the process.
- 16.1.8** Newly-hired employees who require an Accommodation Plan will be directed to a member of the HR Support Team who will, in turn, work with the new hire to create an appropriate plan. The HR Support Team member is responsible for communicating the details of the Accommodation Plan to the Executive Supervisor and the Immediate Supervisor/Team Leader, when possible, prior to the start date.

### **16.2 Complaint Resolution Procedure**

- 16.2.1** CSA members are encouraged to first try to resolve their complaint directly with the person with whom they have an issue.
- 16.2.2** If there is a complaint that cannot be resolved directly, the complainant is

encouraged to bring their concerns forward to the appropriate member of the HR Support Team to request a meeting.

**16.2.3** The HR Support Team Member will set up a meeting within five (5) working days. During the meeting, the HR Support Team Member will ask for details regarding the concern and how the complainant would like to proceed. The HR Support Team Member will discuss options on how to move forward in a positive and constructive manner.

**16.2.4** The HR Support Team Member will track the resolution process over a period of time with the complainant. If a resolution is not found, the HR Support Team Member will contact the external CSA HR Consultant for advice and support on next steps. Final decisions regarding resolutions will be made together by the President and the investigating HR Support Team Member.

## **17.0 Workplace Harassment and Violence Policy**

The Central Student Association (CSA) is committed to providing a workplace in which all employees are treated with respect and dignity. The purpose of this policy and program is to prevent workplace harassment and violence and to provide and maintain a professional working environment for all.

Any Executive member, Board member, staff member, volunteer or job applicant who feel they have just cause for a complaint is encouraged to seek resolution under this policy at the earliest possible time.

This policy also applies to situations in which you feel you have been harassed or encountered a violent situation in the workplace from individuals who are not employees of the CSA, such as customers and/or members of the public. The available outcome, however, may be constrained by the situation.

Workplace Harassment and Violence may occur in a variety of different locations in which you are engaged in work-related activities.

This includes, but is not limited to:

- the workplace, work-related travel
- telephone, e-mail, other communications, or any work-related social event whether it is CSA sponsored or not.

### **17.1 Workplace Harassment and Violence Program**

It is our mutual responsibility to ensure that we create and maintain a harassment-free and violence-free workplace, and address violence and/or the threat of violence from all possible sources.

The CSA will do its part by not tolerating or condoning discrimination, harassment, or violence in the workplace. This includes making everyone in our organization aware of what behavior is and is not appropriate, assessing the risk of workplace violence, investigating complaints, and imposing suitable corrective measures.

The CSA has the following measures in place:

- doors are locked when the office is closed, keyed entrance/exit only
- a system for quick communication via telephone and computer
- managers in the office are readily accessible
- an employee who comes into work outside of normal office hours will provide prior notice to their manager of when they will be at the office
- staff are not scheduled to work alone during an event.

Employees who anticipate or fear a possible risk of violence in the workplace have the right to refuse to perform work as outlined under the Occupational Health and Safety Act.

The CSA encourages employees to bring forward suggestions for further workplace violence prevention measures. Employees with suggestions for further input should report the same to a member of the HR Support Team or a member of the Joint Health and Safety Committee (JHSC).

Management is expected to adhere to this policy, support the workplace violence program and ensure that the measures outlined in it are followed. Managers are responsible for responding to employee concerns, for taking reasonable precautions and for instructing employees in measures to protect employees.

Employees are expected to adhere to this policy and to support the workplace violence program. This includes reporting incidents of threatening or violent behaviour whatever the source. Employees are not to engage in any behaviours that contravene this policy. Doing so, or making false accusations of violence, may be cause for disciplinary action, up to and including dismissal.

## **17.2 Ontario Occupational Health & Safety Act (OHSA) Definitions**

### **17.2.1 Workplace Harassment and Bullying**

The OHSA defines workplace harassment and bullying as:

- engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or
- an aggressive behavior of harassment or violence, usually directed towards one person.

Workplace harassment and bullying may have some or all of the following components:

- vulgar and/or aggressive language
- intimidates, isolates, or discriminates against someone
- hostile, abusive, or inappropriate
- generally repetitive, although a single serious incident may constitute workplace harassment if it undermines the recipient's psychological or physical integrity and has a lasting harmful effect
- affects the person's dignity or psychological integrity
- results in a poisoned work environment.

Some examples of workplace harassment and bullying are:

- verbally abusive behaviour, such as yelling, insults, ridicule, and name calling, including remarks, jokes, or innuendoes that demean, ridicule, intimidate, or offend
- workplace pranks, vandalism, bullying, gossip, hazing and humiliation
- excluding or ignoring someone, including persistent exclusion of a person from work-related social gatherings
- offensive or intimidating telephone calls or e-mails.

Harassing comments or conduct can make the environment a hostile or uncomfortable place to work even if the person is not being directly targeted. This is commonly referred to as a poisoned working environment and it is a form of harassment.

A poisoned work environment may include:

- deliberately excluding or socially isolating another individual from the team
- displaying offensive or sexual materials, such as posters, pictures, calendars, websites or screen savers
- distributing offensive e-mail messages or attachments, such as pictures or video files



- practical jokes that embarrass or insult someone
- jokes or insults that are offensive, racist or discriminatory in nature.

### **What Does Not Constitute Workplace Harassment and Bullying**

Workplace harassment should not be confused with legitimate, normal workplace conflict or differences of opinion between individuals or reasonable management actions, including, but not limited to:

- measures to correct performance deficiencies, such as placing someone on a performance improvement plan
- imposing discipline for workplace infractions
- requesting reasonable documents in support of an absence from work.

### **17.2.2 Workplace Sexual Harassment**

The Occupational Health & Safety Act defines workplace sexual harassment as:

- engaging in a course of vexatious comment or conduct against an employee in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- making a sexual solicitation or advance where the person making the solicitation or advance is in a position to grant or deny a benefit or advancement to the employee and the person knows or ought reasonably to know that the solicitation or advance is unwelcome
- conduct or comments of a sexual nature that the recipient does not welcome or that offend them.

Some examples of workplace sexual harassment are:

- sexual advances, demands or leering (persistent sexual staring) that the recipient does not welcome or want
- displaying or distributing sexually offensive material, such as posters, pictures, calendars, cartoons, screen savers, pornographic or erotic websites or other electronic material
- sexually suggestive or obscene comments or gestures or unwelcome remarks, jokes, innuendoes, propositions, or taunting about a person's body, clothing, or sex
- persistent, unwanted attention after a consensual relationship ends
- threats, punishment or denial of a benefit for refusing a sexual advance
- offering a benefit in exchange for a sexual favour

- sexual assault.

### 17.2.3 Workplace Discriminatory Harassment

Workplace discriminatory harassment includes comments or conduct based on the protected grounds in the *Ontario Human Rights Code* which the recipient does not welcome or that offends them.

Some examples of discriminatory harassment include:

- offensive comments, jokes, or behaviour that disparage or ridicule a person's membership in one of the protected grounds
- imitating a person's accent, speech, or mannerisms
- persistent or inappropriate questions about whether a person is pregnant, has children, or plans to have children
- inappropriate comments or jokes about an individual's age, sexual orientation, personal appearance or weight.

### The Test of Harassment

It does not matter whether you intended to offend someone; the test of harassment is whether you knew or should have known that the comments or conduct were unwelcome to the other person. For example, someone may make it clear through their conduct or body language that the behaviour is unwelcome, in which case you must immediately stop that behaviour.

Although it is commonly the case, the harasser does not necessarily have to have power or authority over the recipient.

### 17.2.4 Workplace Violence

At the CSA, we are committed to the prevention of any type of violence that may occur in the workplace that endangers or threatens the safety of our employees. We will take every reasonable precaution to protect our employees from workplace violence from all sources. Violent or threatening behaviour is unacceptable from anyone. All Executive members, Board members, staff members and volunteers are expected to participate in the prevention of workplace violence.

The Occupational Health & Safety Act defines workplace violence as:

- the exercise of physical force by a person against an employee, in a workplace, that causes or could cause physical injury to the employee

- an attempt to exercise physical force against an employee, in a workplace, that could cause physical injury to the employee
- a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the employee, in a workplace, that could cause physical injury to the employee.

Workplace violence includes:

- physically threatening behaviour such as shaking a fist at someone, finger pointing, destroying property, throwing objects
- verbal or written threats to physically attack a worker
- leaving threatening notes or sending threatening e-mails
- stalking someone
- physically aggressive behaviours, including hitting, shoving, standing excessively close to someone in an aggressive manner, throwing objects, physically restraining someone, or any other form of physical or sexual assault.

### **17.2.5 Domestic Violence**

Where an employee becomes aware that they themselves or another employee may be subject to domestic violence that could expose the person to physical or psychological injury in the workplace or otherwise, the employee should report this concern to a member of the Human Resources Support Team (Bullring General Manager, CSA Business Manager or CSA Office Manager). In conjunction with the employee, the CSA will take reasonable steps to investigate the concern and provide support and protection.

Measures may include:

- screening calls and blocking specific e-mail addresses
- providing an escort to your vehicle or public transit
- adjusting work hours or location
- adding security measures
- providing contact information for support groups and other outside agencies
- contacting police.

## **17.3 Reporting and Investigation of a Complaint or Incident**

### **17.3.1 Reporting a Complaint or Incident**

An employee who receives a threat, is the victim of a violent or harassing act, or who witnesses a violent or harassing act against another employee is to report the incident or complaint to their supervisor, who will in turn, immediately inform the CSA Business Manager. If the complaint involves the supervisor, employees shall contact the CSA Business Manager directly. Should the CSA Business Manager be involved in the complaint or incident, the supervisor shall immediately inform the CSA Office Manager.

Reports may be in person, by telephone, e-mail or in writing and must include:

- the date, time and location
- details of the threat or violent act
- names of the alleged perpetrators (if known) and the names of any witnesses.

The CSA Business Manager (or designate) shall take immediate steps to investigate the complaint and address the incident if it is ongoing. In collaboration with the CSA external HR Consultant and if warranted, the CSA will advise the police.

### **17.3.2 Investigation Procedure**

The CSA Business Manager (or designate) is appointed as ‘the Investigator’ and will work with the retained external HR Consultant or an impartial third-party investigator. In the event the CSA Business Manager is unavailable or involved in the incident, the complaint shall be directed to the CSA Office Manager who will be the Investigator as per the procedure set out below. Members of the HR Support Team can seek advice and support from each other as needed.

In incidents of harassment, actual or attempted physical violence, or threats, the following is the investigation procedure that the CSA will follow:

1. The complainant will advise their supervisor, who will immediately notify the Investigator of the incident (as outlined in “Reporting a Complaint or Incident” Section).
2. As soon as possible, the Investigator will meet with the complainant to review the complaint, confirm the facts and advise the complainant of the process for conducting a formal investigation. At this point, the Investigator and the complainant may consider an informal process to resolve the issue or decide to proceed with a formal investigation.
3. In either case, the Investigator will make notes about the event based on the complainant’s statements and the complainant will be given the opportunity

to review the notes and respond via email or in writing that the details are accurate. If an information process is decided upon, the Investigator will document the resolution and get written approval from the complainant. This documentation will be placed in a confidential and secure HR file.

4. If a formal investigation is warranted, the Investigator will advise the person against whom the complaint was made ('respondent') of the complaint and will meet with the respondent to discuss the matter. The respondent will have the opportunity to put forward their understanding of the events and the names of witnesses, if any. the Investigator will make notes and the respondent will have the opportunity to review the notes and affix their signature to indicate accuracy.
5. If there are facts in dispute or additional information is required to make a fair assessment, the Investigator will interview witnesses. The Investigator will prepare notes based on those interviews and the witness(s) will review and sign to indicate accuracy. Any material evidence related to the incident such as e-mails, voice mails, and/or video recordings, will be collected by the Investigator to review.
6. Once the investigation is complete, the Investigator will prepare a written report of the facts in collaboration with the external HR Consultant. This written report will be presented to the President. If the complaint is made about the President, the Investigator will meet with a Member of the Board as appointed by the Board of Directors.
7. The final resolution of the complaint will be made in consensus with the CSA Business Manager (or delegate), President (or delegate), and the external HR Consultant. Both the complainant and the respondent will be notified of the results of the investigation and any corrective action to be taken.
8. Complaints and notes of investigation(s) are to be stored separate from employee records. These confidential documents are to be stored in a locked, secured file in the Business Manager's office for a period of five years.

Confidentiality will be reinforced to all parties of the investigation and by the Investigator such that personal information will not be disclosed except to the extent that it is necessary for the purposes of completing the investigation. All parties are expected to keep confidential, their knowledge of and involvement in the matter and to treat all others involved with respect.

The CSA reminds all employees that reprisals against any employee for making a complaint or for participating in an investigation will not be tolerated. Likewise, the use of this policy for improper purposes will not be tolerated. If an employee is found to have made an intentionally false complaint, the employee will be subject to disciplinary action up to and including dismissal.

### **18.0 Respect in the Workplace**

The CSA is committed to maintaining an open and fair working anti-oppressive environment for each individual involved in the CSA, consistent with the exercise of free speech and with enjoyment of social relationships which are normal part of life. Central to this commitment is the belief that it is the right of each CSA Executive member, Board member, staff member and volunteer to work in an environment free from harassment and discrimination and where each individual is treated with respect.

Every CSA member and volunteer has equal access to the rights and protections provided under this policy, as well as, the Human Rights Policy for the University of Guelph and the Workplace Harassment and Violence Policy.

### **19.0 Environmental Health and Safety Policy Statement**

The Central Student Association (CSA) is committed to the prevention of illness and injury through the provision and maintenance of healthy and safe workspaces. The CSA endeavors to meet its responsibilities for the health and safety of the members of its community by complying with relevant health and safety standards and legislative requirements, and by assigning general and specific responsibilities for workplace health and safety.

The CSA takes all reasonable steps to acquaint its employees with their right and duties in the workplace and applicable regulations and procedures for protecting their health and safety. Where appropriate, the CSA establishes policies and programs to assist in maintaining safe conditions and work practices and facilitating employee participation in health and safety activities, training and health and safety committee involvement.

All individuals shall protect their own health and safety by complying with prevailing regulations and standards and with safe practices and procedures established by the CSA. Employees must report any incidents, health hazards and unsafe conditions or practices to supervisory staff for corrective action.

It is a primary duty of all staff who are supervisors, as defined under the Occupational Health and Safety Act, to ensure that any persons under their direction are made aware of and comply with all applicable health and safety policies and procedures. They are responsible for ensuring that all aspects of the workplace, are safe and that any risks, hazards, and safety violations drawn to their attention are investigated and corrected promptly.

The CSA acknowledges a responsibility for and a commitment to protection of the environment on a continuous improvement basis by applying the principles of the Environmental Protection Act, R.S.O. 1990 and prescribed regulations as a minimum standard by which to manage CSA operations. The CSA is committed to the conservation and improvement of the environment by minimizing environmental impacts arising from its activities and promotes and supports environmental management policies and environmentally responsible practices at every level.

This policy statement was approved by the CSA Board of Directors at its regular meeting held on September 13, 2017. This policy statement shall be reviewed annually and posted on the Health and Safety Boards in each functional area.

## **20.0 Joint Health & Safety Committee**

**20.1** The CSA is committed to provide a safe, healthy work environment and to strive to eliminate any foreseeable hazards, which may result in fire, security loss, damages to property and personal injury/illness. All supervisors and staff must be dedicated to the continuing objective of reducing risk of injury/illness in the workplace.

**20.2** A Joint Health and Safety Committee (JHSC), consisting of management and employees from all areas of the CSA, has been established to identify and resolve health and safety issues in the workplace.

**20.2.1** Purpose: to create a forum to ensure that health and safety issues are raised, discussed and resolved appropriately and to plan, inspect, educate and encourage employee participation in order to minimize work-related injuries and eliminate and/or control possible sources of long-term health hazards.

**20.2.2** Structure: the JHSC shall consist of at least four (4) members, with at least 50% of committee members being non-management designated representatives. At a minimum, at least one non-management representative and one management representative shall be certified by

the provincial Health and Safety JHSC certification program.

- 20.3** The membership will consist of 50% management and 50% or more non-management.
- 20.4** The committee shall have two (2) co-chairs, one appointed from management and one appointed from employees.
- 20.5** The committee shall have at least two (2) certified members, one representative from management and one from the employees.

### **20.6 Essential Functions of the JHSC**

The Joint Health and Safety Committee shall:

- 20.6.1** Produce an inspections schedule on an annual basis and perform inspections of workplaces as per the inspections schedule. All CSA workplaces must be inspected at a minimum of once per year.
- 20.6.2** Have a right to investigate serious accidents.
- 20.6.3** Have a right to be consulted about and be present at the beginning of testing for events such as measuring exposure levels for dangerous substances or determining noise and/or radiation levels at a workplace.
- 20.6.4** Expand their duties as necessary and assist in the development of health and safety programs in the workplace.
- 20.6.5** Identify hazardous situations.
- 20.6.6** Make written recommendations to improve health and safety.
- 20.6.7** Recommend the establishment, maintenance and monitoring of occupational health and safety programs, measures and procedures.
- 20.6.8** Obtain information from the employer about actual or potential hazards.
- 20.6.9** Be consulted and obtain information from the employer about any occupational health and safety testing (e.g. chemicals, machines, noise) and risk assessments (e.g. violence).
- 20.6.10** Be consulted about the preparation of inventories and hazardous materials and hazardous physical agents.



- 20.6.11** Be consulted about the development and review of WHMIS training.
- 20.6.12** Receive and review health and safety reports.
- 20.6.13** Assist in resolving matters during a worker refusal.
- 20.6.14** Accompany an inspector during Ministry of Labour inspections of the workplace.
- 20.7** Employee committee members will select one member to be co-chair. As well, they will designate one or more employee members to inspect the workplace as per the schedule of inspections.
- 20.8** Management committee members will select one member to be co-chair. As well, they will designate one member to inspect the workplace as per the schedule of inspections.
- 20.9** Certified members shall investigate complaints that a dangerous circumstance exists in the workplace. As well, they will initiate and assist in the investigation of bilateral work stoppages.
- 20.10** The co-chairs shall be responsible for contacting members in regard to upcoming meetings and canvassing members for agenda items. They will alternate chairing of committee meetings. They will ensure follow-up is taken for action items until such items are closed. They will ensure that copies of the minutes are posted on the Health & Safety bulletin boards. As well, the co-chairs will raise any issues to the Executive Committee as needed.
- 20.11** A written record of every meeting shall be kept in the form of minutes prepared by the Committee Scribe. If the Committee Scribe is not available, a member of the JHSC will take the minutes. The co-chairs or other designated member will ensure the minutes are taken following a specified JHSC minutes format.
- 20.12** Committee member names, work locations and contact information shall be posted in CSA workplaces, to be made readily available to all CSA staff. It is the responsibility of the JHSC co-chairs to update and maintain this list.
- 20.13** Meetings of the JHSC shall occur at least once every three months. Items to be included in the agenda must be submitted to the committee co-chairs at least five (5) days in advance of the meeting. Quorum will consist of one (1) member representing management and two (2) members representing employees. All members present in the meeting shall agree unanimously via an open vote. If all

of the members are not present in a meeting and a decision to be agreed upon is not time-critical, then the vote should be deferred until all members are present.

- 20.14** Meeting minutes will be signed by both co-chairs indicating approval of the content. An approved and signed copy of the minutes will be sent to the Policy & Transition Coordinator for filing and archiving purposes. As well, a copy of the minutes will be posted on the Health and Safety bulletin boards.
- 20.15** The committee may invite additional members to attend its meetings, but these additional members cannot act as JHSC members. If at a later time a need arises to increase the size of the JHSC, additional members shall be chosen by the employees they represent.
- 20.16** Workplace inspections shall be performed as per the inspections schedule. All CSA workplaces must be inspected at a minimum of once per year. The findings of both the informal and formal workplace inspections must be documented. Records of these inspections will be taken and submitted to the Policy & Transition Coordinator for filing and archiving purposes.
- 20.17** Management/Executive Committee responsibilities to the JHSC:
- 20.17.1** The Management/Executive Committee shall provide a written response to the JHSC's written recommendations within 21 days, including a timetable for implementation and/or reasons for disagreeing with the recommendations.
  - 20.17.2** Provide immediate notice to the JHSC of a critical injury.
  - 20.17.3** Provide the resources necessary to comply with the Ontario Occupational Health and Safety Act (OHSA) and Health and Safety Program.
  - 20.17.4** Provide written notice within three (3) working days of any accident, explosion or fire causing injury at a workplace that disables the worker from performing the usual work or requires medical attention.
  - 20.17.5** Provide written notice within three (3) working days that a present or former worker has an occupational illness, or that a claim for an occupational illness has been filed with the Workplace Safety and Insurance Board (WSIB).
- 20.18** The CSA and its Joint Health and Safety Committee shall comply with the Ontario Occupational Health and Safety Act (OHSA). In the event that CSA policy

contradicts the OHSA, the OHSA takes precedence.

**20.19** This Joint Health and Safety Committee policy was approved by the CSA Board of Directors at its regular meeting held on January 16, 2019. This policy shall be reviewed annually and posted on the Health and Safety Boards in each functional area.

### **21.0 Policy on CSA Field Workers**

The Central Student Association is a complex organization that must remain responsive to external events. In the interest of serving the organization and general students, the CSA Executive may at times require additional support to fully perform within their portfolios. As such, this policy allows for the creation of temporary Field Worker positions within the Central Student Association to assist with specific tasks or sections of portfolios.

#### **21.1 Field Worker Positions**

**21.1.1** A Field Worker may be created to complete any set of duties.

Examples include supporting external initiatives such as a municipal, provincial or federal election, specific areas of a portfolio such as the CSA website, or general support such as municipal affairs.

**21.1.2** The Field Worker shall be directly supervised by at least one Executive. The position may have shared supervisory duties between multiple Executives when appropriate.

**21.1.3** Field Worker positions may be created for a maximum of up to 12 months (minimum of one month).

**21.1.4** Field Workers are unpaid positions with potential for an honorarium.

**21.1.4.1** A pro-rated semester honorarium of a maximum of \$500 may be provided in recognition of their contributions.

**21.1.4.2** This honorarium will be funded through the supervising Executive(s), with an annual maximum approved in the budget cycle each year and must be approved by the Executive Committee.

**21.1.4.3** The Executive Committee will strive to provide equitable

honorariums across the various Field Worker positions in relation to the expected workload.

### 21.2 Approval of Position

**21.2.1** Selection procedure for Field Workers shall follow the CSA Hiring Policy (Appendix C, Section 4.0), including Employment Equity provisions, with the following amendments outlined within this policy.

**21.2.2** The Executive Committee shall strive to ensure an equitable distribution of Field Workers within the Executive Committee.

#### 1.1

**21.2.3** To establish a Field Worker position, a proposal that includes the following information must be submitted to the Executive Committee for approval:

- a) Position Title (example: Field Worker of Sustainability)
- b) Supervising Executive(s)
- c) Position Term (start and end dates)
- d) Honorarium amount (the per semester rate)
- e) Job description (including required duties and qualifications)
- f) Rationale for the position.

### 21.3 Selection of Field Workers

Once a Field Worker position is approved:

**21.3.1** A selection committee must then be selected by the Executive Committee. It will normally comprise two Executives, including the supervising Executive(s).

**21.3.2** The position submission will be forwarded to the CSA Board of Directors for information. The Board may reverse the decision of the Executive Committee to approve the Field Workers position.

**21.3.3** The application window for the position should be made available for at least one week.

**21.3.4** The selection committee will interview a shortlist of candidates.

**21.3.5** The selection committee must reach consensus on the candidate to select for the position.

- 21.3.6** The Executive Committee shall ratify the decision of the selection committee and a report outlining the selection process and successful candidate shall be provided to the CSA Board of Directors for information.

### **21.4 Removal of Field Workers**

- 21.4.1** An individual filling the position of Field Worker may be removed from office.

- a) The supervising Executive(s) should submit a recommendation to remove the individual from their position outlining the following:
  - Failure to uphold position requirements
  - Attempts to positively discipline this individual
- b) The individual may be removed from their position by a two-thirds majority vote of the Executive Committee.
  - This action will be reported for information to the CSA Board of Directors.
  - The selection process outlined above shall be used to select a replacement for the position as soon as possible.

- 21.4.2** A position of Field Worker may also be terminated early upon the recommendation of the supervising Executive to the Executive Committee.

- a) The supervising Executive(s) shall submit a recommendation to terminate the position outlining the rationale for termination of the position to the Executive Committee.
- b) The position shall be terminated by a two-thirds majority vote of the Executive Committee. This action will be reported for information to the CSA Board of Directors.
- c) If there is an individual currently serving in a Field Worker position that is terminated, they will be released of all duties and removed from the position.

### **21.5 Policy Review**

This Field Workers policy will be reviewed annually by the CSA PBRC to evaluate and ensure its efficacy and efficiency.

### 22.0 Volunteer Policy

The CSA will encourage volunteer participation in the following areas: Bike Centre, CSA Board of Directors, CSA Commissions, FoodBank, Human Rights Office, Legal Resource Room, Meal Exchange, SafeWalk, and other areas mandated by the CSA's activities and events.

- 22.1** Only personnel authorized by the CSA Executive, Board of Directors or staff members shall engage persons to serve as volunteers of the CSA.
- 22.2** Appropriate orientation, training, and supervision shall be provided for all volunteers at the commencement of their service work. Training for SafeWalk, Legal Resource Room, FoodBank and Bike Centre volunteers should include anti-oppression or crisis support training.
- 22.3** At least two volunteers must be present when volunteers are working within an isolated area.
- 22.4** Volunteers recruited by SafeWalk, the Legal Resource Room, the FoodBank and the Bike Centre must complete an application process, which may include participation in an interview process, a criminal record check, etc. This process will be outlined in each program's operating manual.
- 22.5** Volunteers working under SafeWalk, the Legal Resource Room and the FoodBank must sign confidentiality forms.
- 22.6** All members of the University community including, but not limited to students, staff, and faculty, will have the opportunity to serve as volunteers for the CSA and its respective programs.
- 22.7** Causes for the CSA and its respective programs to refuse an individual the opportunity to volunteer or terminate a volunteer may include but not be limited to:
  - 22.7.1** Breach of confidentiality
  - 22.7.2** Gross negligence of responsibilities
  - 22.7.3** Conflict of interest which cannot be mitigated
  - 22.7.4** Threatening the safety of any individual or group
- 22.8** Individuals who are not members of the University of Guelph community may apply as volunteers. The CSA and its respective programs will consider these applicants on a case-by-case basis.

- 22.9** All volunteers will be given letters of reference, if requested.
- 22.10** Should a volunteer feel that they have just cause for a complaint, Section 15.0 of the CSA HR Policy will apply.

### **23.0 Honorarium Policy**

- 23.1** This policy is to apply for all individuals who are paid for services rendered on an honorarium basis, without an existing contract with the CSA. This policy also includes any individuals under contract with CSA for services rendered outside of said contract.
- 23.2** Honorarium paid for the performance of any task for the CSA (eg. workshop) while not under an existing contract, may be reimbursed to a maximum of \$75. This amount may be paid through any combination of cash, gift certificates or gifts, as long as the total cost is less than \$75.
- 23.3** A maximum of \$25 may also be reimbursed for travel costs associated with the performed task. Receipts for travel shall be required for this reimbursement.
- 23.4** Any honorarium requests outside of the schedule listed above will require a contract, to be notarized and approved by the President, unless otherwise stated in any other policies of the CSA.

### **24.0 Right to Disconnect From Work Policy**

The Central Student Association is committed to supporting employees' mental health and wellbeing, which includes promoting a sustainable work-life balance, reducing work-related stress, and helping prevent burnout, with the ultimate goal of creating a psychologically safe workplace. The purpose of this policy is to establish fair and reasonable conditions to support employees' right to disconnect in accordance with the CSA's operational needs and the requirements outlined in the Ontario's *Employment Standards Act, 2000* ("ESA") and its applicable regulations. This policy applies to all Central Student Association employees.

As per the ESA, "disconnecting from work" is defined as not engaging in work-related communications, including emails, telephone calls, video calls, or sending or reviewing other messages, and to be free from the performance of work.

#### **24.1 Working Hours**

- 24.1.1** The standard business hours of the Central Student Association are 9am to 5pm, Monday to Friday. It is understood that working hours will vary by employee, depending on the position, contract details, and/or CSA Bylaw. Any variations from your established working hours should be discussed with your respective supervisor.
- 24.1.2** We strongly encourage employees to disconnect from all forms of work-related communications upon completion of their scheduled shift, during lunch breaks, or when they are away for reasons including vacation and other personal time off.
- 24.1.3** You may receive communications outside your regular hours of work; however, unless told otherwise, you are not expected to check or respond to these communications until you return to your regularly scheduled work.
- 24.1.4** We acknowledge that there may be special circumstances where communication outside work hours may be required, but we are committed to ensuring that these are as infrequent as possible and not a regular occurrence. These situations may include, but are not limited to:
- Staff shortages or requests to cover absenteeism;
  - Sensitive deadlines;
  - Managing a crisis or an unforeseen circumstance.
- 24.1.5** Communications related to scheduling and reporting an absence are exempt from this policy.

## **24.2 CSA Executives and Managerial Staff**

- 24.2.1** It is understood that CSA Executives and Managerial staff have different work and scheduling expectations due the nature and role of their positions within the organization. It is our goal to ensure these individuals have the ability to sufficiently disconnect from work, however, there are times when work will be necessary outside of regular hours, such as attending meetings, addressing essential operational needs, or completing time-sensitive responsibilities. These requirements will be communicated with as much notice as possible. Executives and Managerial staff must use their professional experience and judgement to appropriately balance their workload and other commitments to ensure an appropriate work-life balance while meeting the expectations outlined in their portfolios. Concerns from Executives and Managerial



staff about their right to disconnect should be raised with the CSA President.

### 24.3 Company Commitment

**24.3.1** To encourage a culture where employees feel they can disconnect from work, we commit to respecting the working hours of employees when setting deadlines, sending communications, and scheduling meetings. We encourage employees to speak with their supervisor if they are unable to sufficiently disconnect from work and we commit to supporting them in addressing the underlying concerns.

### 24.4 Employee Responsibilities

**24.4.1** To ensure their ability to properly disconnect from work, employees are responsible for the following:

- Adhere to CSA policies about core and normal working hours, whether working onsite or remote.
- Have a mutual agreement with their supervisor about established working hours.
- Respect other employees' normal working hours and their right to disconnect; avoid scheduling meetings, calling, or emailing them about business matters outside their normal working hours.
- Responsibly manage their time, workload, and deliverables during their normal working hours.
- Avoid responding to work related matters outside of normal working hours, when possible.
- Use "out of office" or "high volume" automated messages when applicable (example: vacation, conference, O-week, or extended absences).
- Speak with their supervisor if they are experiencing any concerns with not being able to disconnect from their work.

### 24.5 Conclusion

**24.5.1** It is our hope that this policy will contribute to our ongoing efforts to support employee mental health and wellbeing. If you have questions about this policy, please speak with the President or a member of the HR Support Team.