



EMPLOYEE POLICY BOOK

LAST UPDATED: November 28, 2024

EMPLOYEE POLICY BOOK

- Employee Standards and Performance Policy
- Health and Safety Policy
- Workplace Harassment and Discrimination Policy
- Prevention of Workplace Violence Policy
- Employee Benefits Policy
- Employee Vacation and Leave Policy
- Accommodation Policy
- Disconnecting from Work Policy
- Flexible Work Policy
- Conflict of Interest Policy
- Safe Disclosure Policy

EMPLOYEE STANDARDS AND PERFORMANCE POLICY

Approving Authority: President & Chief Executive Officer

Administrative Responsibility: Director, Policy Research & Advocacy

Original Approval Date: November 28, 2024

Date of Most Recent Review/Revision:

Related Policies, Procedures, and Documents:

- Executive Limitation #2b – Treatment of Staff
 - Ends Policy #1
 - Conflict of Interest Policy
 - Health and Safety Policy
 - Prevention of Workplace Harassment, Discrimination, and Sexual Misconduct
 - Prevention of Workplace Violence
 - Safe Disclosure Policy
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1. Purpose

- 1.1. This policy outlines the principles and guidelines used by the Wilfrid Laurier University Students' Union (Students' Union) to inform employee standards and address performance or conduct issues.

2. Approach

- 2.1. The Students' Union is a community-focused organization that strives to promote a culture of inclusivity and actively works to create a fair, equitable, and fulfilling workplace. When behavior or performance issues arise the Students' Union, when possible, incorporates principles of restorative justice to respond to and find meaningful solutions to instances of harm with a dignified emphasis on dialogue, negotiation, and accountability.

3. Definitions

- 3.1. **Employee:** A paid worker of the Students' Union.
- 3.2. **Impaired:** The state of being affected by alcohol or drugs to the extent of losing control over one's faculties or behavior.
- 3.3. **Intoxicating substance:** Any substance that if consumed, has the effect of intoxicating the user and impairing their ability to perform their job duties. This includes, but is not limited to

alcohol, opiates, hallucinogens, cannabinoids, or medication (either prescription or over the counter, including medical cannabis).

- 3.4. **Performance Management:** A collaboration between supervisors and employees to identify goals, expectations, and discuss priorities and concerns.
- 3.5. **Supervisor:** The individual to whom an employee directly reports, or their designate.
- 3.6. **Workplace:** Any site at which the employee works, including any property or building utilized by the Students' Union and any other place an employee is located while performing work for the Students' Union or representing the organization.
 - 3.6.1. Workplace includes operating Students' Union equipment or a personal vehicle while the employee is on duty.

4. Jurisdiction/Scope

- 4.1. This policy applies to all Students' Union employees.

5. General Expectations

- 5.1. Employees are expected to follow all applicable laws of the jurisdiction in which they are working.
- 5.2. Employees are expected to follow all policies, guidelines, and instructions relevant to their role, including but not limited to the:
 - 5.2.1. **Accommodation Policy**
 - 5.2.2. **Conflict of Interest Policy**
 - 5.2.3. **Customer Service Policy**
 - 5.2.4. **Employee Hiring Policy**
 - 5.2.5. **Employee Vacation and Leave Policy**
 - 5.2.6. **Health and Safety Policy**
 - 5.2.7. **Safe Disclosure Policy**
 - 5.2.8. **Prevention of Workplace Harassment, Discrimination, and Sexual Misconduct Policy**
 - 5.2.9. **Prevention of Workplace Violence Policy**
- 5.3. Employee activity shall be guided by the Students' Union Ends Policy, which outlines that Wilfrid Laurier University students should benefit from an affordable, accessible, and high-quality academic experience; a safe, sustainable, and empowering environment; diverse and inclusive social interaction; and products and services that cater to the financial needs of students.
- 5.4. Employees acknowledge that the Students' Union operates on the campuses of Wilfrid Laurier University, and as a result their actions are at times subject to university policies.
- 5.5. Employee probationary periods are outlined in the employment contract.
- 5.6. The Students' Union's core administrative hours of operation are 8:30am to 4:30pm, Monday through Friday.
 - 5.6.1. Students' Union businesses operate on varied schedules that are subject to change.
 - 5.6.2. Supervisors will coordinate attendance expectations with their employees based on specific

role needs and requirements.

5.6.3. Employee break and meal period entitlements are outlined in the employment contract.

5.6.4. If the University is closed due to inclement weather employees are, in consultation with their supervisor, expected to work from home if feasible, unless otherwise instructed by the President or Executive Director.

5.6.4.1. The Hospitality Services General Manager or their designate will direct the operation of essential services, including communication with essential staff.

5.7. If an employee elects to resign from their position, they are required to submit a letter of resignation to their supervisor and Human Resources no less than two (2) weeks in advance of their departure date.

6. Privacy and Confidentiality

6.1. The Students' Union protects and respects the confidentiality of all information entrusted to the organization, and all employees are expected to handle sensitive and privileged information in a confidential and appropriate manner.

6.2. Employees will take reasonable precautions to protect confidential information and data while it is in use and through the manner it is stored.

6.2.1. Confidential material shall only be accessed on Students' Union devices or through secure Microsoft Outlook or SharePoint accounts.

6.2.2. Confidential material is not permitted to be shared with unauthorized parties.

6.3. Employees may from time-to-time be in possession of the personal information of undergraduate students through the provisions of the Students' Union's Operating Procedures Agreement with Wilfrid Laurier University.

6.3.1. Employees are required to collect, use, retain, and destroy all confidential and personal information received from Laurier in accordance with University policies and procedures and Ontario's *Freedom of Information and Protection of Privacy Act*.

7. Orientation and Training

7.1. Employees will be onboarded into new roles as directed by their supervisor.

7.2. New employees are required to complete all applicable legislated training, including but not limited to:

7.2.1. New Employee Health & Safety Orientation for Workers

7.2.2. Young Worker Health & Safety Orientation

7.2.3. Workplace Hazardous Materials Information System

7.2.4. Accessibility for Ontarians with Disabilities Act

7.2.5. Integrated Accessibility for Ontarians with Disabilities Act

8. Probationary Period

8.1. The terms and conditions of an employee's probationary period will be outlined in the employment contract.

9. Fit for Work Guideline

- 9.1. All employees are expected to report for work able to perform their assigned duties safely and acceptably without any limitations due use of intoxicating substances that may impair judgement or performance.
- 9.2. If an employee requires accommodation for a medical condition that affects their fitness for work, including substance abuse or addiction, the accommodation must be coordinated according to the Students' Union's Employment Accommodation Policy.
- 9.3. If an employee exhibits signs of impairment their supervisor will determine the appropriate course of action in consideration of all reasonably determinable circumstances in consultation with a Human Resources representative.
 - 9.3.1. If the use of alcohol or illicit drugs is acknowledged or readily apparent, the employee will not be permitted to work and the supervisor, in consultation with a Human Resource representative, will ensure safe transportation home and follow-up wellness checks if required.
 - 9.3.2. The employee must demonstrate, to the satisfaction of their supervisor and Human Resources, that they are fit to return to work at a later date.
- 9.4. If an employee is determined to not be fit for work, the Supervisor will complete an incident report, and in consultation with a Human Resources representative, initiate the conduct process as applicable.
- 9.5. When addressing persistent fit for work incidents, the Students' Union will encourage early treatment, support, and the safety of the employee and workplace.

10. Dress Code

- 10.1. The Students' Union requires a "Smart Casual" standard for employees working in campus office locations, while business employees must adhere to the requirements of each operation.
 - 10.1.1. While "Smart Casual" is the standard, employees should dress for their daily role requirements, which on occasion could range from casual to formal attire.
- 10.2. "Smart Casual" requires the following:
 - 10.2.1. Closed toed shoes.
 - 10.2.2. Pants that are clean and free of rips, tears, or offensive odors.
 - 10.2.3. Blouses, button-up shirts, collared shirts that meet the top of the pant hem when standing naturally and are free of controversial or offensive graphics or slogans.
 - 10.2.4. Shorts, skirts, or dresses must be no higher than six (6) inches above the knee.
- 10.3. T-shirts are not permitted unless covered by a blouse, collared shirt, or blazer.
- 10.4. Quarter-zips are permitted so long as a blouse, button-up shirt, collared shirt, or collarless shirt is worn underneath.
- 10.5. Wilfrid Laurier University and Students' Union branded hoodies and casual sweaters are only permitted on Fridays, so long as an employee does not have a commitment requiring more formal attire.
- 10.6. Overalls, athletic apparel, pajamas, and bedroom attire are not permitted.
- 10.7. Employees should avoid attire that is overly form fitting or revealing.
- 10.8. Supervisors are tasked with ensuring employees understand standards and expectations of the Dress Code.

- 10.9. Accommodations and exemptions may be authorized by an employee's supervisor in consultation with a Human Resources representative when necessary.

11. Representing the Students' Union

- 11.1. The President and Chief Executive Officer, as the primary public representative of the Students' Union, will oversee the delegation of all external organizational representation duties in consultation with the Executive Director.
 - 11.1.1. Employees must not intentionally or inadvertently create the perception that they speak on behalf of the Students' Union when not approved to do so.
- 11.2. The creation of new Students' Union social media accounts is limited to the Marketing and Communications Department.
- 11.3. Employees must consider the impact and unintended consequences of their personal social media usage and refrain from posts that suggest Students' Union endorsement of their actions, opinions, or political affiliations.
 - 11.3.1. Employees are not permitted to share confidential or proprietary information on their personal social media accounts.
 - 11.3.2. Employees must refrain from wearing Students' Union attire or branded merchandise when posting material on personal social media accounts that is not consistent with the emphasis of these employee standards.

12. Grievances

- 12.1. If an employee believes the Students' Union, or an employee or volunteer, has acted in contravention of their employment contract or organizational policies, they may file a written grievance.
 - 12.1.1. Employees are encouraged, where possible, to discuss complaints related to their role, their contract, employees, volunteers, or organizational policies with their supervisor.
 - 12.1.2. Incidents related to workplace violence or harassment will be addressed according to the **Prevention of Workplace Harassment, Discrimination, and Sexual Misconduct Policy** and the **Prevention of Workplace Violence Policy**.
 - 12.1.3. If a complaint involves an employee's supervisor, they may at any point in the process disclose directly to Human Resources.
- 12.2. **Grievance Process:**
 - 12.2.1. Employee discloses complaint to their supervisor.
 - 12.2.2. If, after reasonable time for action and additional discussion, the employee is not satisfied that their complaint has been adequately addressed they may submit a Grievance Report form to Human Resources.
 - 12.2.3. After a Grievance Report is filed, the Supervisor will take reasonable steps to further understand that context of the complaint and then schedule a meeting with the employee to discuss possible resolutions, in consultation with Human Resources.
 - 12.2.3.1. A Human Resources representative may attend the meeting if requested by either party.

- 12.2.4. The supervisor will provide the employee with resolution options that are aligned with organizational policies and human resources best practices.
- 12.2.5. If the employee does not agree to a resolution, the President or Executive Director and a Human Resources representative will coordinate mediation.
- 12.2.6. If a grievance involves the Executive Director, the President will consult with Human Resources and the Board of Directors as required.
- 12.2.7. If a grievance involves the President, a Human Resources representative will assist the employee with a disclosure to the Chair of the Board of Directors.
- 12.2.8. As per the **Safe Disclosure Policy**, the Students' Union shall not impose any type of negative consequence on an employee who is acting in good faith to report a grievance.

13. Performance Management

- 13.1. Performance management is a collaborative process between an employee and their supervisor with the purpose of identifying goals, expectations, and discuss priorities and concerns.
- 13.2. Supervisors will provide employees with continuous and timely performance feedback.
- 13.3. A formal performance reviews will occur at least once each year.
- 13.4. Supervisors will establish clear expectations for acceptable work performance during the annual performance review.
- 13.5. Performance management will include:
 - 13.5.1. A discussion of the employee's performance.
 - 13.5.2. Review of the job description.
 - 13.5.3. Goal setting.
 - 13.5.4. If applicable, a discussion about how the role contributes to Students' Union Ends Policy and the current operational annual plan.
 - 13.5.5. Recognition of strong performance.
 - 13.5.6. Identification of unacceptable performance.
 - 13.5.7. Guidance and resources to achieve an acceptable level of performance.
- 13.6. Employees should be given at least one (1) week notice of a performance appraisal.
- 13.7. Completed formal performance reviews shall be placed in the employee's personnel file.
- 13.8. Employees who do not meet the established expectations may be placed on a **Performance Improvement Plan**.

Performance Improvement Plans (PIP)

- 13.9. In consultation with Human Resources, a PIP can be implemented if an employee's performance requires improvement.
- 13.10. The PIP will outline specific requirements and expectations to restore an employee's performance to a satisfactory level.
- 13.11. A PIP should be no longer than three (3) months in duration.
- 13.12. The employee will be asked to sign the PIP, and it will be included in their employment file.

14. Employee Conduct Procedures

- 14.1. Conduct issues or the failure to meet employee standards or role responsibilities may result in accountability measures or sanctions based on the following framework:
 - 14.1.1. **Unsatisfactory Performance:** Failing to perform role responsibilities in a satisfactory manner as determined by a supervisor, attendance concerns, inter-personal conflicts, or minor breaches of Students' Union policies.
 - 14.1.2. **Misconduct:** An action that is contrary to the efficiency and safety of the workplace, or a significant breach of Students' Union policies.
 - 14.1.3. **Negligence:** Knowingly neglecting a duty that results in unacceptable job performance or workplace misconduct, or unwittingly performing a role at an unacceptable level.
 - 14.1.4. **Careless disregard:** Behaviour that may not meet the threshold of misconduct or negligence, but nevertheless reflects negatively on the reputation of the Students' Union or Wilfrid Laurier University.
- 14.2. Supervisors are required to do their due diligence to substantiate or confirm a conduct issue or failure to meet employee standards before proceeding with an accountability measure or sanction.
- 14.3. Accountability measures or conduct sanctions may include one of the following outcomes:
 - 14.3.1. A formal **restorative justice process** where opportunities are provided for victims, offenders, and community members affected by the incident to participate in meaningful engagement and accountability towards a goal of healing, reparation, and reintegration.
 - 14.3.2. If a restorative just process is determined to be applicable, the supervisor must consult Human Resources, the Executive Director, and the President in advance to ensure the necessary training and facilitation is feasible and justified in the context.
 - 14.3.3. **Coaching conversation.**
 - 14.3.3.1. During a coaching conversation, the employee and their supervisor will discuss how to rectify the unsatisfactory performance, misconduct, negligence, or careless disregard by identifying further training opportunities and establishing a timeframe to meet expectations.
 - 14.3.3.2. Supervisors are required to document coaching conversations resulting from specific conduct issues or failures to meet employee standards.
 - 14.3.4. **Sanction** (e.g. a verbal warning, a letter of reprimand, suspension, or revised responsibilities).
 - 14.3.4.1.1. Applicable for repeated instances of unsatisfactory performance, misconduct, negligence, or careless disregard.
 - 14.3.4.1.2. Applicable when unsatisfactory performance, misconduct, negligence, or careless disregard persists following coaching conversations.
 - 14.3.4.1.3. Supervisors will determine the suitable of a sanction, in consultation with a Human Resources representative.

- 14.3.4.1.4. A sanction may be considered without previous coaching conversations, in consultation with a Human Resources representative.
- 14.3.4.1.5. Supervisors are required to document all sanctions.

14.3.5. Termination.

- 14.3.5.1.1. Termination decisions are made by the departmental manager, in conjunction with a Human Resources representative and when necessary, the Executive Director or President.
 - 14.3.5.1.1.1. The termination of a full-time employee requires consultation with the President and Executive Director.
- 14.3.5.1.2. Termination decisions are made in consideration of and according to the Students Union's legal obligations and human resources best practices.
- 14.3.5.1.3. Termination will be considered following a series of unsuccessful accountability measures or conduct sanctions, or under the following circumstances:
 - 14.3.5.1.3.1. Discrimination based on race, citizenship, nationality or ethnic identity, place of origin, creed, gender identity, sexual orientation or preference, marital status, family status, disability, or age.
 - 14.3.5.1.3.2. Any exhibition of violence, harassment, or sexual harassment as defined in the Students' Union's Workplace Violence and Harassment Policy.
 - 14.3.5.1.3.3. Vandalizing or defacing Students' Union or Wilfrid Laurier University property.
 - 14.3.5.1.3.4. Acts of theft or fraud.
 - 14.3.5.1.3.5. Breach of confidentiality.
 - 14.3.5.1.3.6. Careless disregard that endangers the Students' Union's public image or credibility.
 - 14.3.5.1.3.7. Breaches of Students' Union policy or applicable legislation.
- 14.3.5.1.4. Termination is generally understood as a last resort after all other applicable accountability measures or conduct sanctions have been exhausted.
- 14.3.5.1.5. A termination plan will be developed by the department manager, the Executive Director, President, and a Human Resources representative.

14.3.6. The Students' Union is required to keep a confidential record of all conduct documentation for a period of seven (7) years.

15. Investigations of Employee Behaviour

- 15.1. The Students' Union will ensure that any investigation into employee behaviour is only instigated under applicable and appropriate circumstances.
- 15.2. The investigator must not be implicated in the circumstances of the investigation or under the direct control of an employee implicated in the investigation.
- 15.3. An external investigator may be retained if a conflict of interest precludes a reasonably fair internal investigation.
- 15.4. An investigation must be completed within ninety (90) calendar days unless there are extenuating circumstances warranting a longer investigation.

- 15.5. Investigations must:
 - 15.5.1. Ensure reasonable steps are taken to address confidentiality.
 - 15.5.1.1. The investigation will disclose information necessary to conduct the investigation.
 - 15.5.1.2. All participants in the investigation will be advised of their obligation not to disclose any details of the investigation and that a breach of confidentiality may result in sanctions as outlined in the Employee Conduct Procedures.
 - 15.5.2. Include interviews of all employees involved in the situation.
 - 15.5.3. Give the employee implicated in wrongdoing the opportunity to respond to the specific allegations raised.
 - 15.5.4. Interview any relevant witnesses separately.
 - 15.5.5. Include a collection and review of any relevant documents.
 - 15.5.6. Be thoroughly documented.
 - 15.5.7. Result in a written report summarizing the steps taken, the complaint, the allegations (if any), and any conclusion reached.
- 15.6. The Students' Union will ensure that the results of the investigation and any corrective action are provided to all employees directly involved.

HEALTH AND SAFETY POLICY

Approving Authority: President & Chief Executive Officer

Administrative Responsibility: Director, Policy Research & Advocacy

Original Approval Date: November 6, 2024

Date of Most Recent Review/Revision:

Related Policies, Procedures, and Documents:

- Executive Limitation #1 – Global Executive Constraint
 - Executive Limitation #2b – Treatment of Staff
 - Executive Limitation #2f – Asset Protection
 - Employee Standards and Performance Policy
 - Prevention of Workplace Harassment, Discrimination, and Sexual Misconduct
 - Prevention of Workplace Violence
 - Safe Disclosure Policy
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1. Purpose

- 1.1. This policy outlines the Students' Union's expectations, standards, and best practices for health and safety.

2. Definitions

- 2.1. **Employee:** A paid worker of the Students' Union.
- 2.2. **Supervisor:** The individual to whom an employee directly reports, or their designate.
- 2.3. **Workplace:** Any site at which the employee works, including any property or building utilized by the Students' Union and any other place an employee is located while performing work for the Students' Union or representing the organization.
 - 2.3.1. Workplace includes operating Students' Union equipment or a personal vehicle while the employee is on duty.

3. Jurisdiction/Scope

- 3.1. This policy applies to all Students' Union employees.

4. Policy

- 4.1. All Students' Union employees and volunteers have a legal responsibility to adhere to all applicable health and safety laws.
- 4.2. The Students' Union will take every reasonable precaution to protect all employees, volunteers,

and members of the Wilfrid Laurier University campuses on which it operates by minimizing hazards, preventing workplace injuries or illnesses, and protecting the environment by the following:

- 4.2.1. Using the Risk Assessment process to identify and addressing workplace hazards, including activities in off-campus settings.
- 4.2.2. Operating in an environmentally conscientious manner and minimizing impacts to our environment where feasible.
- 4.2.3. Achieving and maintaining compliance with federal, provincial, and municipal health and safety laws, and standards of regulatory authority respecting the *Occupational Health and Safety Act*.
- 4.2.4. Providing comprehensive and effective training to employees and volunteers.
- 4.2.5. Set health and safety objectives.
- 4.2.6. Ensuring employees are compliant with the Fit for Work provisions of the **Employee Standards and Performance Policy** while undertaking their roles.
- 4.3. Supervisors must ensure that all employees reporting to them are made aware of, and comply with, all applicable health and safety policies and procedures.
- 4.4. All employees are responsible for ensuring that their workplace areas, both permanent and temporary, are safe and that any risks, hazards, and safety violations are identified, controlled, or mitigated.
- 4.5. All employees are required to complete all relevant health and safety training.
- 4.6. The *Occupational Health and Safety Act* prohibits employers from penalizing employees in reprisal for obeying the law or exercising their rights.

5. General Duties of Employers

- 5.1. Instruct, inform, and supervise workers to protect their health and safety.
- 5.2. Take every precaution reasonable in the circumstances for the protection of an employee.
- 5.3. Ensure supervisors have adequate knowledge of potential or actual danger to health or safety in the workplace.
- 5.4. Assist in a medical emergency by providing any information, including confidential business information, to a qualified medical practitioner and other prescribed persons for the purpose of diagnosis or treatment.
- 5.5. Inform employees or volunteers about any hazard and train employees and volunteers in the handling, storage, use, disposal and transport of any equipment, substances, tools, and materials.
- 5.6. Help the **Joint Health and Safety Committee** and health and safety representatives carry out their functions.
- 5.7. Review the **Health and Safety Policy** at least once per year and set up an implementation program.
- 5.8. Post a copy of the of **Health and Safety Policy** in the workplace, where workers are most likely to see it.
- 5.9. Provide the Joint Health and Safety Committee with the results of any occupational health and safety reports that the employer has or receives.
- 5.10. Provide appropriate notification if potential inadequacies of a building, store, or any thereof of any part of the workplace has been identified.

6. Duties of Supervisors

- 6.1. Ensure that an employee works in the manner and with the protective device, measures, and procedures required by the *Occupational Health and Safety Act*.
- 6.2. Ensure that any equipment, protective device or clothing required by the employer is used or worn by the employee.
- 6.3. Advise employees of any potential or actual health or safety dangers known by the Supervisor.
- 6.4. If prescribed, provide an employee with written instructions about the measures and procedures to be taken for the employee's protection.
- 6.5. Take every precaution reasonable in the circumstances for the protection of employees.

7. Duties of Employees

- 7.1. Work in compliance with the *Occupational Health and Safety Act*.
- 7.2. Use or wear any equipment, protective devices or clothing required by the employer.
- 7.3. Report to the employer or supervisor any known missing or defective equipment or protective device that may endanger the employee or another employee.
- 7.4. Report any hazard or contravention of the Occupational Health and Safety Act or regulations to their supervisor or employer.
- 7.5. Not remove or make ineffective any protective device or equipment required by the employer or by the regulations other than in circumstances where a temporary protective device is in place.
- 7.6. Not use or operate any equipment or work in a way that may endanger an employee or volunteer.
- 7.7. Not engage in any prank, contest, feat of strength, unnecessary running or rough and boisterous conduct.

8. Joint Health and Safety Committee

- 8.1. A joint health and safety committee is a workplace committee comprised of worker and management representatives.
 - 8.1.1. At least half of the members of the Joint Health and Safety Committee must be non-management employees.
- 8.2. The committee has various powers, including monitoring health and safety in the workplace, identifying hazards in the workplace, and recommending health and safety improvements where and when required.
- 8.3. The committee is authorized to hold meetings and conduct regular workplace inspections and make written recommendations to the employer for the improvement of the health and safety of employees.
- 8.4. The Students' Union has a general duty to cooperate with and help the committee carry out its functions.
 - 8.4.1. The Students' Union is required to:
 - 8.4.1.1. Provide any information that the committee has the power to obtain from the employer.
 - 8.4.1.2. Respond to committee recommendations in writing.
 - 8.4.1.3. Give the committee copies of all written orders and reports issued by the Ministry of Labour, Immigration, Training and Skills Development.

8.4.1.4. Report any workplace deaths, injuries, and illness to the committee.

9. Risk Assessment Process

- 9.1. The Risk Assessment Process allows the Students' Union to identify present workplace risks, how those hazards could result in injury or illness, and take steps to control or mitigate those risks.
- 9.2. Risks assessments will take into consideration how low-priority risks become high-priority risks and the corresponding proactive steps required to address those risks.
- 9.3. All risk assessments will be:
 - 9.3.1. Documented.
 - 9.3.2. Reviewed on an annual basis by the Joint Health and Safety Committee.
 - 9.3.3. Be made readily available to affected employees.
- 9.4. All employees will be:
 - 9.4.1. Informed about a risk assessment taking place.
 - 9.4.2. Consulted, if the risk assessment is taking place for their role, department, or location.
 - 9.4.3. Provided the opportunity to participate in risk assessments.
- 9.5. Risk assessments are to be completed proactively, and when there are new tasks or equipment, or changes to existing equipment or processes.
- 9.6. Risk assessments must be completed when there is a workplace incident or accident.
- 9.7. Risk assessments must be completed if there have been more than two minor incidents or accidents requiring first aid in the workplace of the same type in the same fiscal year.

Risk Assessment Procedure

- 9.8. Human Resources will put together a cross-functional group of staff to complete the Risk Assessment Process.
 - 9.8.1. Human Resources will ensure that staff involved in the risk assessment are properly trained.
 - 9.8.2. The group will create a Hazard Registry and identify how these hazards could result in injury, illness or workplace loss, and determine the level of risk associated with each hazard.
 - 9.8.3. The completed risk assessment shall include risk control measures, immediate actions, and other risk mitigation strategies.
 - 9.8.4. The completed risk assessment should be shared with the President and Executive Director.
- 9.9. In instances of workplace harassment, discrimination, and sexual misconduct or workplace violence, the risk assessment process should refer to:
 - 9.9.1. The **Workplace Harassment Program** located in the **Prevention of Workplace Harassment, Discrimination, and Sexual Misconduct Policy**, and
 - 9.9.2. The **Workplace Violence Prevention Program** located in the **Prevention of Workplace Violence Policy**.

WORKPLACE HARASSMENT AND DISCRIMINATION POLICY

Approving Authority: President & Chief Executive Officer

Administrative Responsibility: Director, Policy Research & Advocacy

Original Approval Date: November 28, 2024

Date of Most Recent Review/Revision:

Related Policies, Procedures, and Documents:

- Executive Limitation #1 – Global Executive Constraint
- Executive Limitation #2b – Treatment of Staff
- Conflict of Interest Policy
- Employee Standards and Performance Policy
- Health and Safety Policy
- Prevention of Workplace Violence Policy
- Safe Disclosure Policy

1. Purpose

- 1.1. This policy is intended to make the work environment of the Students' Union inclusive, safe, and non-discriminatory for everyone by setting out expectations and standards of conduct, and by ensuring a clear process for responding to complaints of workplace harassment, discrimination, and sexual misconduct.

2. Definitions

- 2.1. **Discrimination:** An act, behaviour, or practice of treating another person or group unfairly on the basis of a Protect Ground.
- 2.2. **Employee:** A paid worker of the Students' Union.
- 2.3. **Protected Grounds:** Protected categories listed under the *Human Rights Code* (Ontario), which include age, creed, disability, family and marital status, gender identity and gender expression, race and related groups, receipt of public assistance, record of offences, sex, or sexual orientation.
- 2.4. **Respondent:** The person named in a complaint.
- 2.5. **Supervisor:** The individual to whom an employee directly reports, or their designate.

- 2.6. **Workplace Harassment:** As defined by the *Occupational Health and Safety Act* (OHSA), workplace harassment means engaging in a course of vexatious comment or conduct against a worker in the workplace that is known or ought reasonably to be known to be unwelcome, or workplace sexual harassment, including virtually through the use of information and communications technology.
- 2.6.1. Workplace harassment often involves repeated words or actions, or a pattern of behaviours, against a worker or group of workers in the workplace or virtually through the use of information and communications technology that are unwelcome, including but not limited to:
- 2.6.1.1. Offensive or intimidating comments or jokes.
 - 2.6.1.2. Bullying or aggressive behaviour.
 - 2.6.1.3. Displaying or circulating offensive pictures or materials.
 - 2.6.1.4. Inappropriate staring
 - 2.6.1.5. Workplace sexual harassment.
 - 2.6.1.6. Isolating or making fun of a work because of gender identity.
- 2.6.2. Harassment does not include interpersonal conflict or disagreement, or reasonable actions taken by a supervisor relating to the management and direction of the workplace.
- 2.7. **Workplace Sexual Harassment:** As defined by the *Occupational Health and Safety Act* (OHSA), workplace sexual harassment is engaging in a course of vexatious comment or conduct against a worker in a workplace or virtually through the use of information and communications technology because of sex, sexual orientation, gender identity, or gender expression, where the course of comment or conduct is known or ought reasonably known to be unwelcome, or making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant, or deny a benefit of advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.
- 2.7.1. Workplace sexual harassment may also include unwanted attention or remarks of a sexually oriented nature or unwelcome remarks based on gender which are not of a sexual nature, but which are demeaning or degrading.
- 2.7.2. Workplace sexual solicitation or sexual advance includes an implied or expressed promise of reward for complying with a sexually oriented request made by a person in a position to confer, grant, or deny a benefit or advancement.
- 2.8. **Workplace:** Any site at which the employee works, including any property or building utilized by the Students' Union and any other place an employee is located while performing work for the Students' Union or representing the organization.
- 2.8.1. Workplace includes operating Students' Union equipment or a personal vehicle while the employee is on duty.

3. Jurisdiction/Scope

- 3.1. This policy applies to all Students' Union employees.

4. Policy

- 4.1. All Students' Union employees have a right to equal treatment without discrimination based on the Protected Grounds of the *Human Rights Code* (Ontario).
- 4.2. All Students' Union employees have a right to freedom from workplace harassment and workplace sexual harassment.
- 4.3. All Students' Union employees have a right to be free from reprisal or threat of reprisal for rejecting a sexual solicitation or advance, where the reprisal is made, or threatened by, a person in a position to confer, grant, or deny a benefit or advancement.
- 4.4. All employees involved in allegations of harassment, discrimination, or sexual misconduct are to be treated fairly and according to the conduct procedures outlined in the **Employee Standards and Performance Policy**.
- 4.5. The Students' Union will take appropriate steps to fairly investigate and respond to all allegations of harassment, discrimination, and sexual misconduct and proceed according to the conduct procedures outlined in the **Employee Standards and Performance Policy**.
- 4.6. With the protection of the **Safe Disclosure Policy**, employees are encouraged to report any incidents of workplace harassment, discrimination, or sexual misconduct.
- 4.7. Employees will not be penalized for reporting an incident or participating in a workplace harassment investigation.

5. Workplace Harassment Program

- 5.1. The Students' Union, through the Joint Health and Safety Committee, will maintain the Workplace Harassment Program.

Reporting

- 5.2. Employees may report incidents of workplace harassment, discrimination, and sexual misconduct as outlined in the **Safe Disclosure Policy**.
- 5.3. The report must include the following information:
 - 5.3.1. Name of the complainant.
 - 5.3.2. Name of the respondent(s).
 - 5.3.3. Names of the witness(es), if another person or people have relevant information about the incident.
 - 5.3.4. Details of the incident, including date, location, and supporting documentation if available.

Investigation and Handling of a Complaint

- 5.4. The Students' Union will ensure that an investigation consistent with the **Employee Standards and Performance Policy** and appropriate in the circumstances will be conducted into complaints or incidents of workplace harassment.
- 5.5. The Students' Union will take all reasonable steps to maintain confidentiality and will only disclose information necessary to conduct the information.
- 5.6. While an investigation is ongoing, the employee who has allegedly experienced harassment, the respondent(s), and any witnesses will be advised of their obligation not to discuss the complaint,

incident, or the investigation with other employees or witnesses unless necessary to obtain advice about their rights.

- 5.7. The employee who has allegedly experienced harassment and the (s), if they are any employee, will be informed in writing of the results of the investigation and any corrective action in accordance with the conduct procedures within the **Employee Standards and Performance Policy** that has been taken or that will be taken.
- 5.8. The Students' Union retains the discretion to hire a qualified outside investigator to conduct a workplace harassment or discrimination investigation.

Reprisals

- 5.9. As per the **Safe Disclosure Policy**, the Students' Union shall not impose any type of negative consequence on an employee who is acting in good faith to report workplace harassment, discrimination, or sexual misconduct.

Training

- 5.10. The Students' Union will provide employees with information and instruction about the **Prevention of Workplace Harassment, Discrimination, and Sexual Misconduct Policy** and Workplace Harassment program.
- 5.11. Specific job training will be provided to employees who will be performing duties involving the risk of workplace harassment.

Record Keeping

- 5.12. The Students' Union will keep records of all complaints or incidents of workplace harassment, discrimination, and sexual misconduct, including:
 - 5.12.1. A copy of the complaint or details about the incident.
 - 5.12.2. A record of the investigation including notes.
 - 5.12.3. Copy of witness statements, if taken.
 - 5.12.4. A copy of the investigation report.
 - 5.12.5. A copy of the result of the investigation that were provided to the employee who reported the incident.
 - 5.12.6. A copy of any corrective action taken.
- 5.13. Records will be kept for at least one (1) year from the conclusion of the investigation.

PREVENTION OF WORKPLACE VIOLENCE POLICY

Approving Authority: President & Chief Executive Officer

Administrative Responsibility: Director, Policy Research & Advocacy

Original Approval Date: November 28, 2024

Date of Most Recent Review/Revision:

Related Policies, Procedures, and Documents:

- Executive Limitation #1 – Global Executive Constraint
 - Executive Limitation #2b – Treatment of Staff
 - Conflict of Interest Policy
 - Employee Standards and Performance Policy
 - Health and Safety Policy
 - Prevention of Workplace Harassment, Discrimination, and Sexual Misconduct Policy
 - Safe Disclosure Policy
-

1. Purpose

- 1.1. This policy outlines the Students' Union's commitment to ensure a safe, healthy environment and protect employees from workplace violence.

2. Definitions

- 2.1. **Domestic Violence:** Domestic Violence is considered Workplace Violence when a person has a personal relationship with an employee that results in physically harm, or an attempt or a threat to physically harm that employee at work.
 - 2.1.1. Personal relationships may include:
 - 2.1.1.1. Current or former spouse.
 - 2.1.1.2. Current or former intimate partner.
 - 2.1.1.3. Family member.
- 2.2. **Employee:** A paid worker of the Students' Union.
- 2.3. **Intimate Partner Violence:** Occurs between two people involved in a intimate relationship.
 - 2.3.1. Intimate Partner Violence is non-gendered, is inclusive of all forms of relationships, and acknowledges the interchangeable roles of aggressor and victim.
- 2.4. **Supervisor:** The individual to whom an employee directly reports, or their designate.
- 2.5. **Workplace:** Any site at which the employee works, including any property or building utilized by

the Students' Union and any other place an employee is located while performing work for the Students' Union or representing the organization.

2.5.1. Workplace includes operating Students' Union equipment or a personal vehicle while the employee is on duty.

2.6. **Workplace Violence:** The Occupational Health and Safety Act defines workplace violence as the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker.

2.6.1. Workplace Violence includes:

2.6.1.1. An attempt to exercise physical force against a worker in a workplace, that could cause physical injury to the worker.

2.6.1.2. A statement or behaviour that a worker could reasonably interpret as a threat to exercise physical force against the worker, in a workplace, that could cause injury to the worker.

2.6.2. Examples of Workplace Violence include, but are not limited to:

2.6.2.1. Verbally threatening to attack a worker.

2.6.2.2. Leaving threatening notes at or sending threatening e-mails or messages to a workplace.

2.6.2.3. Shaking a fist in a worker's face.

2.6.2.4. Wielding a weapon at work.

2.6.2.5. Hitting or trying to hit a worker.

2.6.2.6. Throwing an object at a worker.

2.6.2.7. Sexual violence against a worker.

2.6.2.8. Kicking an object the worker is standing on such as a ladder.

2.6.2.9. Trying to run down a worker using a vehicle or equipment such as a forklift.

3. Jurisdiction/Scope

3.1. This policy applies to all Students' Union employees.

4. Policy

4.1. It is the responsibility of all Students' Union employees to create and maintain a safe and supportive environment that prevents physical or emotional harm to others.

4.2. No employee may engage in violent conduct or make threats of violence, implied or direct, in the workplace or while representing the Students' Union.

4.3. An employee has the right to refuse work if there is a reasonable belief that they may be endangered by workplace violence.

4.4. Any Students' Union employee who becomes aware that violence or the threat of violence has taken place or has reason to believe that violence may take place towards another employee must report the incident immediately to their supervisor, as outlined in the **Safe Disclosure Policy**, and in applicable situations contact Wilfrid Laurier University Special Constable Services or the local police service.

4.5. The Students' Union will take appropriate steps to fairly investigate all reports of violence or threatening behaviour as outlined in the **Workplace Violence Prevention Program** outlined

below, and in accordance with the **Employee Standards and Performance Policy**.

- 4.6. All employees involved in a workplace violence investigation will be treated fairly and impartially.
- 4.7. Employees who are found to have engaged in threats, intimidation, or violence will be subject to the conduct procedures outlined in the **Employee Standards and Performance Policy**.
- 4.8. Employees will not be penalized for reporting an incident or participating in a workplace violence investigation.
- 4.9. This policy will be reviewed by the Joint Health & Safety Committee on an annual basis.

5. Workplace Violence Prevention Program

- 5.1. The Students' Union, through the Joint Health and Safety Committee, will maintain the Workplace Violence Prevention Program.

Workplace Violence Risk Assessment

- 5.2. The Joint Health and Safety Committee will proactively assess the risk of potential violence that may arise from the nature of the workplace, the type of work, or the conditions of work and subsequently develop measures and procedures to control the risk identified.
- 5.3. Workplace violence assessments include at minimum the following risk factors:
 - 5.3.1. Dealing with sensitive or controversial personal matters.
 - 5.3.2. Making decisions that impact employment status.
 - 5.3.3. Handling, securing, or protecting cash or other tangible values.
 - 5.3.4. Providing services directly to undergraduate students.
 - 5.3.5. Facilitating community-based events.
 - 5.3.6. Working alone.
- 5.4. Workplace violence assessments will consider:
 - 5.4.1. Employee perceptions of risk.
 - 5.4.2. Employee understandings of personal safety.
 - 5.4.3. Any past occurrences of workplace violence.
 - 5.4.4. The layout and design of the workplace.
 - 5.4.5. The Geographic location of the workplace.
 - 5.4.6. Conditions of work, including activities or circumstances associated with a higher risk of violence.

Controlling Risks Identified in the Risk Assessment

- 5.5. Supervisors, in consultation with the employee, will determine the application of appropriate risk controls or adopt additional control measures to reduce or eliminate the present risk.
- 5.6. Risk controls could include the following:
 - 5.6.1. Standard operating procedures.
 - 5.6.2. Work along procedures.
 - 5.6.3. Physical barriers.

- 5.6.4. Panic buttons.
 - 5.6.5. Training.
 - 5.6.6. Clear sightlines for windows and doors.
 - 5.6.7. Security cameras.
 - 5.6.8. Security patrols provided by the Wilfrid Laurier University Special Constable Services.
- 5.7. The Students' Union does not have the ability to address the physical environment of a personal dwelling or residence if an employee is working remotely.
- 5.7.1. If there is a reported threat of violence related to an employee's remote working environment, the Students' Union will confirm the existence of adequate safety planning procedures and ensure the employee is connected to community safety resources.
 - 5.7.2. Any threats of domestic violence should be reported to the local police service.

Reporting Workplace Violence

- 5.8. Employees must contact Wilfrid Laurier University Special Constable Service or the local police force when there is a threat of violence, violence in progress, or violence that is imminent.
- 5.8.1. An employee who is reporting violence or a threat of violence must also immediately notify their supervisor.
 - 5.8.1.1. It is the responsibility of the supervisor to report the incident to Human Resources.
- 5.9. Supervisors are required to complete an incident report that addresses the following:
- 5.9.1. Was there an exercise of physical force that cause, or could have caused, physical injury to an employee?
 - 5.9.2. Was a statement made, or behaviour observed, that could be reasonably interpreted as a threat to injure an employee?
- 5.10. In certain circumstances as directed by the *Occupational Health and Safety Act*, the Ministry of Labour, Training and Skills Development will be notified.

Investigating Workplace Violence and Safety Planning

- 5.11. After an incident report or Safe Disclosure has been made, the Students' Union will confidentially investigate the incident according to the guidelines outlined in the **Employee Standards and Performance Policy**.
- 5.12. When an investigation is ongoing, the employee who has allegedly experienced workplace violence, the employee allegedly responsible for the violent act or threat of violence (if applicable), and any witnesses will be instructed not to discuss the complaint, incident, or the investigation with other employees or witnesses unless necessary to obtain advice about their rights.
- 5.13. If an incident of workplace violence involves another employee, both the employee who allegedly experienced workplace violence, and the employee allegedly responsible for the violent act or threat of violence will be informed in writing of the results of the investigation and any corrective action in accordance with the conduct procedures within the **Employee Standards and Performance Policy** that has been taken or that will be taken.
- 5.14. The Students' Union retains the discretion to hire a qualified outside investigator to conduct a workplace violence investigation.
- 5.15. Following an investigation, the supervisor, the employee, a Human Resources representative,

and if required the Executive Director, will develop a Safety Plan.

- 5.16. The Supervisor and a Human Resources representative will follow-up with the employee to ensure the Safety Plan adequately addresses the identified risk, and if required incorporate an Accommodations Plan as outlined in the **Accommodations Policy**.
- 5.17. An employee may refuse to work if they have reason to believe that workplace violence is likely to endanger their safety.

Domestic Violence

- 5.18. The Students' Union will take every reasonable precaution in the circumstances to protect an employee who may be at risk of domestic violence, as soon as the organization becomes aware or ought reasonably to be aware.
- 5.19. The Students' Union recognizes that an employee experiencing domestic abuse may be reluctant to disclose the problem to their supervisor.
- 5.20. The Students' Union encourages disclosure in order to ensure the employee's safety, the safety of the workplace, and to connect the employee with the appropriate community resources.

Reprisals

- 5.21. As per the **Safe Disclosure Policy**, the Students' Union shall not impose any type of negative consequence on an employee who is acting in good faith to report workplace violence, domestic violence, or who elects to exercise their right to refuse unsafe work.

Training

- 5.22. The Students' Union will provide employees with information and instruction about the **Prevention of Workplace Violence Policy** and program.
- 5.23. Specific job training will be provided to employees who will be performing duties involving the risk of workplace violence.

Record Keeping

- 5.24. The Students' Union will keep records of all complaints or incidents of workplace violence, including:
 - 5.24.1. A copy of the complaint or details about the incident.
 - 5.24.2. A record of the investigation including notes.
 - 5.24.3. Copy of witness statements, if taken.
 - 5.24.4. A copy of the investigation report.
 - 5.24.5. A copy of the result of the investigation that were provided to the employee who reported the incident.
 - 5.24.6. A copy of any corrective action taken.
- 5.25. Records will be kept for at least one (1) year from the conclusion of the investigation.

EMPLOYEE BENEFITS POLICY

Approving Authority: President & Chief Executive Officer

Administrative Responsibility: Director, Policy Research & Advocacy

Original Approval Date: November 6, 2024

Date of Most Recent Review/Revision:

Related Policies, Procedures, and Documents:

- Executive Limitation #2c – Compensation and Benefits
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1. Purpose

- 1.1. This policy outlines the relevant additional employment benefit for eligible positions.

2. Definitions

- 2.1. **Employee:** A paid worker of the Students' Union.
- 2.2. **“Eligible Employee”:** Indicates that an employee may or may not qualify for a benefit depending on the terms of their employment contract.
- 2.3. **Executive Leadership Team:** This employee group consists of the President and Chief Executive Officer, the Vice President positions, and the Associate Vice-President positions.

3. Jurisdiction/Scope

- 3.1. This policy applies to all Students' Union employees.

4. Health and Dental

- 4.1. Eligible employees are eligible for a group benefit plan, as outlined in their employment contract.
 - 4.1.1. Employees may waive coverage if they hold alternative coverage.
- 4.2. Retiree benefits are offered to eligible employees and are equivalent to the plan in place at the time of their requirement.
 - 4.2.1. Retiree benefits are subject to an annual cap.
- 4.3. Spousal coverage is offered for two years following the death of the plan holder.
- 4.4. Spousal or dependents may not be added to the plan after the employee has retired.

5. Pension and Registered Savings Plan

- 5.1. Eligible employees may participate in the Students' Union group savings plan as outlined in their employment contract.

Employees Hired Prior to September 2008

- 5.2. Employees enrolled in the pension plan facilitated by Wilfrid Laurier University prior to September 2008 are eligible to continue participating in that program.

Employees Hired After September 2008

- 5.3. Eligible employees hired after September 2008 may enroll in a group Registered Savings Plan through the Royal Bank of Canada.
- 5.3.1. This Students' Union will match employee contributions up to a maximum of seven (7) percent of the employee's annual salary.
- 5.3.2. Employees may opt-in or opt-out of this plan at any time.

6. Cell Phone Credit Program

- 6.1. Eligible employees are entitled to a reimbursement for cell phone usage of up to sixty (60) dollars per month, unless otherwise stated in their employment contract.

7. Parking

- 7.1. Eligible employees will be provided with a Wilfrid Laurier University parking permit if available.
- 7.1.1. The conditions of the parking permit benefit are subject to change based on the terms of the Students' Union's Operating Procedures Agreement with Wilfrid Laurier University.

8. Clothing Purchase Program

- 8.1. Once per academic term employees are offered a reimbursement of up to seventy-five (75) percent of the cost of one (1) item of Students' Union-branded clothing, up to a maximum of sixty (60) dollars.
- 8.1.1. Clothing must be purchased through an organized staff clothing order or otherwise approved by an employee's supervisor.
- 8.1.2. Employees may pay their outstanding clothing purchase balance through a payroll deduction or e-transfer.

9. Technology Purchase Program

- 9.1. Employees are offered the opportunity to "rent to own" technology (e.g. computer) through a payroll deduction contract.
- 9.1.1. A payroll deduction contract shall not exceed thirty-nine (39) payments and must be approved by the employee's supervisor.
- 9.1.2. Any balance on the technology purchase must be paid in full at the end of the thirty-nine (39) payment period.
- 9.1.3. The technology purchase program is offered without any interest charges.
- 9.1.4. The technology will become the property of the employee only after it is paid in full.

10. Athletic Facility Membership

- 10.1. Eligible employees may purchase access to Wilfrid Laurier University Athletics and Recreation Facilities at the same rate charged to university employees.
 - 10.1.1. The conditions of the athletic facility benefit are subject to change based on the terms of the Students' Union's Operating Procedures Agreement with Wilfrid Laurier University

11. Educational Assistance Programs

Coursework Educational Assistance for the Executive Leadership Team

- 11.1. The President is eligible to receive a reimbursement of up to six hundred (600) dollars per course for a maximum of two courses at Wilfrid Laurier University, unless otherwise approved by the Board of Directors.
- 11.2. Vice-Presidents are eligible to receive a reimbursement of up to six hundred (600) dollars per course for a maximum of two courses at Wilfrid Laurier University, unless otherwise approved by the President.
- 11.3. Associate Vice-Presidents are eligible to receive a reimbursement of up to 600 hundred dollars for a maximum of one (1) course at Wilfrid Laurier University, unless otherwise approved by the President.
- 11.4. Fifty (50) percent of the reimbursable tuition will be released upon proof of course payment.
- 11.5. The remaining fifty (50) percent of the reimbursable tuition will be released upon successful completion of the course requirements.
- 11.6. The reimbursable tuition amount does not include ancillary fees or other incidental costs associated with the courses.
- 11.7. The Executive Leadership Team member shall work with their supervisor to coordinate their course attendance and scheduled workday.

Professional Development Educational Assistance for the Executive Leadership Team

- 11.8. The Executive Leadership Team is eligible to receive a reimbursement of up to six hundred (600) dollars for approved professional development opportunities.
- 11.9. The maximum number of professional development opportunities eligible for this assistance will be outlined in an employee's contract.

Coursework Educational Assistance Program for Employees

- 11.10. Eligible employees are eligible to receive a reimbursement of eighty (80) percent for eligible tuition or course fees at Wilfrid Laurier University.
- 11.11. The number of courses eligible for reimbursement will be outlined in an employee's contract or otherwise approved by their supervisor and the Executive Director.
- 11.12. Forty (40) percent of the reimbursable tuition or course fee will be released upon proof of payment.
- 11.13. The remaining forty (40) percent of the reimbursable tuition or course fee will be released upon

successful completion of the course requirements.

- 11.14. The reimbursable tuition or course fee does not include any ancillary fees or other incidental costs associated with the course.
- 11.15. Employees must remain employed by the Students' Union for a minimum of twelve (12) months following the completion of the course to remain eligible for a reimbursement, unless otherwise approved by the Executive Director.
- 11.16. Employees will work with their supervisor to coordinate their course attendance and scheduled workday.

Professional Development Educational Assistance Program for Employees

- 11.17. Employees are eligible to receive a reimbursement of six hundred (600) dollars for approved professional development opportunities.
- 11.18. The maximum number of professional development opportunities eligible for this assistance will be outlined in the employee's contract, or otherwise approved by the Executive Director.

Employer Initiated Educational Assistance Program for Employees

- 11.19. The Students' Union will reimburse employees for any course, certificate, or license they are required to complete for their role.
- 11.20. Supervisors, in consultation with the Executive Director, will determine if an employee is required to complete a course, certificate, or license.

Dependent Tuition Program

- 11.21. An employee's dependent is eligible to receive a reimbursement of eighty (80) percent of undergraduate tuition, up to a maximum of six hundred (600) dollars per course at Wilfrid Laurier University.
 - 11.21.1. The Dependent Tuition Program can only be claimed by one employee parent.
 - 11.21.2. Eligible dependents must be under the age of twenty-four (24), and include an employee's child, stepchild, or common-law child.
 - 11.21.3. Forty (40) percent of the reimbursable tuition will be released upon proof of course payment.
 - 11.21.4. The remaining forty (40) percent of reimbursable tuition will be released upon successful completion of the course requirements.
 - 11.21.5. The reimbursable tuition amount does not include ancillary fees or other incidental costs associated with courses.
 - 11.21.6. The employee will be required to repay the initial forty (40) percent of reimbursable tuition if their dependent does not successfully complete the course requirements.
 - 11.21.7. In the event an employee voluntarily leaves the employment of the Students' Union within one (1) year of their dependent participating in the Dependent Tuition Program, the employee may be required to repay a portion of the benefit.

EMPLOYEE VACATION & LEAVE POLICY

Approving Authority: President & Chief Executive Officer

Administrative Responsibility: Director, Policy Research & Advocacy

Original Approval Date: November 6, 2024

Date of Most Recent Review/Revision:

Related Policies, Procedures, and Documents:

- Executive Limitation #1 – Global Executive Constraint
 - Executive Limitation #2c – Compensation & Benefits
 - Employee Standards and Performance Policy
 - Health and Safety Policy
-

1. Purpose

- 1.1. This policy outlines the relevant entitlements and guidelines for employee vacation or leave.

2. Definitions

- 2.1. **Bereavement Leave:** Absence following the death of a family member.
- 2.2. **Employee:** A paid worker of the Students' Union.
- 2.3. **Extended Family:** A grandparent, aunt, uncle, or cousin.
- 2.4. **"Flex" Time:** Time off in lieu to offset work to be performed outside of an employee's typical workday, or to offset hours worked in excess of an employee's contractual obligations.
- 2.5. **Immediate Family:** A spouse, common-law partner, children, stepchildren, parents, stepparents, and in-laws.
- 2.6. **Long-Term Disability Leave:** A continuous leave of absence because of an inability to work due to a severe or prolonged disability.
- 2.7. **Sick Leave:** Absence due to personal illness, immediate family illness, injury, medical emergency, or an employee's ongoing medical care.

3. Jurisdiction/Scope

- 3.1. This policy applies to all Students' Union employees.

4. Observed Holidays

- 4.1. The Students' Union observes the following holidays:

- New Year's Day – January 1st
- Family Day (third Monday in February)
- Good Friday (the Friday prior to Easter Sunday)
- Victoria Day (the Monday prior to May 25th)
- Canada Day – July 1st
- Civic Holiday (first Monday in August)
- Labour Day (first Monday in September)
- Thanksgiving Day (second Monday in October)
- Christmas Day – December 25th
- Boxing Day – December 26th
- New Year's Eve Day – December 31st

4.2. An employee may elect to work an observed holiday if requested by their supervisor.

4.2.1. Salaried employees who work on holidays are entitled to “flex” time at a rate of one and half (1.5) hours for each hour worked.

5. **Employee Vacation**

Salaried Employee Vacation Grid

Vacation Level	Years of Service	Yearly Vacation Allotment	Vacation Pay (% of Earnings)
A	< 1	80 hours = 10 days	4%
B	1 < 5	120 hours = 15 days	6%
C	5 < 10	160 hours = 20 days	8%
D	10 < 15	200 hours = 25 days	10%
E	15 <	240 hours = 30 days	12%

- A. Less than one (1) year of service = eighty (8) hours – ten (10) days a year.
- B. One (1) year – fewer than five (5) years = one-hundred and twenty (120) hours – fifteen (15) days a year.
- C. Five (5) years – fewer than ten (10) years = one-hundred and sixty (160) hours – twenty (20) days a year.
- D. Ten (10) years – fewer than fifteen (15) years = two-hundred (200) hours – twenty-five (25) days a year.
- E. Fifteen (15) years or more = two-hundred and forty (240) hours – thirty (30) days a year.

5.1. Eligible employees will receive vacation pay as a percentage of earnings as outlined in the vacation grid.

5.2. Vacation pay does not accrue during an unpaid leave of absence.

5.2.1. Following a leave of absence, an employee may request to take unpaid vacation based on their vacation entitlements.

5.3. All new hires in director-level full-time positions will automatically be graduated to level “B” as per

their position.

- 5.4. Hourly paid employees received four (4) percent vacation pay bi-weekly and are not eligible for vacation entitlement days.

6. “Flex” Time

- 6.1. Salaried employees are eligible to, with the approval of their supervisor, proactively take “flex” time off during their typical workday to offset role responsibilities that will occur in the evening or on the weekend.
- 6.2. Salaried employees who work hours above what is outlined in their contract are entitled to “flex” time.
 - 6.2.1. Employees are encouraged to work with their supervisor and proactively schedule “flex” time as an alternative to accumulating hours above what is outlined in their contract.
- 6.3. Salaried employees who work hours above what is outlined in their contract but below forty-four (44) hours in a week are entitled to “flex” time at a rate of one to one (1:1).
- 6.4. Eligible salaried employees who work more than forty-four (44) hours in a week are entitled to overtime “flex” time at a rate of one to one and a half (1:1.5).
 - 6.4.1. Employees who work more than forty-four (44) hours in a week must receive written approval in advance from their supervisor.
 - 6.4.2. Employees whose work is supervisory or managerial in character and who may perform non-supervisory or non-managerial tasks on an irregular or exceptional basis are not eligible for overtime “flex.”
 - 6.4.3. Overtime “flex” will not be approved if there were reasonable opportunities to schedule “flex” time in advance and avoid the accumulation of more than forty-four (44) hours.
- 6.5. Employees are required to take their “flex” time within three (3) months of its accrual.

7. Health Leave and Short-Term Leave

- 7.1. Employees are entitled to one hundred and sixty (160) hours of paid sick leave per fiscal year to a maximum of one thousand (1000) paid hours during their employment.
 - 7.1.1. Unused sick leave will accumulate at the end of each fiscal year and contribute to an employee’s short-term leave, up to a maximum of eight hundred and forty (840) hours per fiscal year.
 - 7.1.2. The sick leave benefit does not accrue during a leave of absence.
- 7.2. Employees who are unable to attend work or who leave work early due to illness should notify their supervisor as soon as possible.
- 7.3. If the scheduling of medical and dental appointments outside of work hours is not possible, sick time may be used for those absences with the approval of their supervisor.
- 7.4. Employees are permitted, with the approval of their supervisor, to use sick time for absences related to immediate family illness.
- 7.5. Employees who are absent due to illness for more than five (5) consecutive work days, or when there are frequent absences within a short period of time, may be required to provide Human Resources with a physician’s statement.
- 7.6. All sick leave will be recorded and tracked in DayForce.

8. Long-Term Disability Leave

- 8.1. An employee can apply for long-term disability benefits after they have been absent for more than one hundred and nineteen (119) consecutive days.
- 8.2. Notice and documentation for long-term disability must be provided from the employee's physician to Human Resources.
- 8.3. Employee benefits will cease after a twenty-four (24) month period of long-term disability leave.
 - 8.3.1. Employee benefits will be reinstated upon the employee's return to work and after meeting all eligibility requirements.
- 8.4. Vacation and sick leave will not accumulate while an employee is on long-term disability.

9. Pregnancy and Parental Leave

Legislated Pregnancy Leave Entitlements and Benefits

- 9.1. To be eligible for pregnancy leave, the employee must have been employed by the Students' Union, in a full-time or part-time capacity, for at least 13 weeks prior to the expected date of birth.
- 9.2. Under the *Ontario Employment Standards Act*, a pregnant employee is entitled to up to 17 weeks of unpaid leave, which must be taken as one continuous period.
 - 9.2.1. The earliest a pregnancy leave can begin is seventeen weeks prior to the employee's expected date of birth.
 - 9.2.1.1. An employee who has a live birth more than 17 weeks before the expected date of birth can begin pregnancy leave on the date of birth.
 - 9.2.2. The latest a pregnancy leave can begin is the date of birth.
- 9.3. If a pregnant employee must stop working because of complications caused by pregnancy, the employee may choose to treat the time off as sick leave and plan to commence the pregnancy leave within the seventeen (17) week period prior to the expected date of birth.
- 9.4. If an employee has a miscarriage or stillbirth within the seventeen (17) weeks period prior to the expected date of birth, the employee is eligible for pregnancy leave, beginning on the date of the miscarriage or stillbirth.
- 9.5. Pregnancy leave must be taken all at once.
- 9.6. The Government of Canada's Employment Insurance maternity benefits provide financial assistance to people who are away from work because they are pregnant or have recently given birth.
- 9.7. The pregnant employee must provide their supervisor and Human Resources with reasonable notice of their pregnancy leave, recognizing that the *Employment Standards Act* outlines specific notice requirements for pregnancy leave.
- 9.8. An employee who takes a pregnancy leave is entitled to the same job they held before the leave or a comparable job, if the employee's job no longer exists.
- 9.9. Employers cannot penalize an employee in any way because the employee took a pregnancy leave.

Students' Union Pregnancy Leave Guidelines

- 9.10. Benefit coverage for employees taking a pregnancy leave will continue uninterrupted.

- 9.11. Employee contributions to the Students' Union retirement savings program are optional during pregnancy leave.
- 9.12. Vacation credits will accumulate during pregnancy leave.
- 9.13. Employees taking a pregnancy leave may qualify for the Students' Union Employment Benefit, as outlined below.

Legislated Parental Leave Entitlements and Benefits

- 9.14. To be eligible for parental leave, the employee must have been employed by the Students' Union, in a full-time or part-time capacity, for at least thirteen (13) weeks prior to the start of the leave.
- 9.15. An employee may take a parental leave of up to sixty-three (63) weeks, or up to sixty-one (61) weeks in conjunction with a pregnancy leave.
- 9.16. An employee who takes pregnancy leave must ordinarily begin parental leave as soon as the pregnancy leave ends, unless the baby did not come into their care for the first time when the pregnancy leave ends (e.g. extended hospital stay for the baby).
 - 9.16.1. In this circumstance, the employee may commence parental leave when the pregnancy leave ends or anytime within seventy-eight weeks of the birth or the date the baby first came home from the hospital.
- 9.17. An employee who did not take pregnancy leave must begin their parental leave no later than seventy-eight (78) weeks after the date their baby is born or the date their child first came into their care, custody, and control.
 - 9.17.1. The parental leave does not have to be completed within this seventy-eight (78) week period, but it must have commenced within this timeframe.
- 9.18. Parental leave must be taken all at once.
- 9.19. The Government of Canada's Employment Insurance parental benefits provide financial assistance to people who are away from work to care for their newborn or newly adopted child.
- 9.20. An employee who has a miscarriage or stillbirth, or whose spouse or partner has a miscarriage or stillbirth, is not eligible for parental leave.
- 9.21. The employee must provide their supervisor and Human Resources with reasonable notice of their parental leave, recognizing that the *Employment Standards Act* outlines specific notice requirements for parental leave.
- 9.22. An employee who takes a parental leave is entitled to the same job they held before the leave or a comparable job, if the employee's job no longer exists.
- 9.23. Employers cannot penalize an employee in any way because the employee took a parental leave.

Students' Union Parental Leave Guidelines

- 9.24. Benefit coverage for employees taking a parental leave will continue uninterrupted.
- 9.25. Employee contributions to the Students' Union retirement savings program are optional during parental leave.
- 9.26. Vacation credits will accumulate during parental leave.
- 9.27. Employees taking a parental leave may qualify for the Students' Union Employment Benefit, as outlined below.

Supplementary Employment Benefits

- 9.28. During pregnancy and parental leaves eligible employees may receive a Supplementary Employment Benefit.
- 9.29. The Supplementary Employment Benefit is paid to eligible employees to supplement the Government of Canada's Employment Insurance maternity and parental benefits.
- 9.30. To be eligible for the Supplemental Employee Benefit, the employee must:
 - 9.30.1. Hold a full-time role with the Students' Union when the employee's child is born or formally adopted.
 - 9.30.2. Have worked for the Students' Union for at least two (2) years prior when the employee's child is born or formally adopted.
 - 9.30.3. Provide Human Resources with proof of application to the Canadian Employment Insurance Commission.
- 9.31. The payment of the Supplemental Employment Benefit shall be administered as follows:
 - 9.31.1. The Students' Union will estimate the payment amount of the Canada Employment Insurance Commission and provide a supplemental initial payment on the usual salary payment schedule as an advance.
 - 9.31.2. Upon receipt of the employee's Canada Employment Insurance Commission statement, the Students' Union will adjust subsequent payments to reflect the accurate amount of the Supplemental Employment Benefit.
- 9.32. An employee who fails to return to work for a minimum period of six (6) months, or on a reduced workload for an equal number of hours pro-rated over longer period not to exceed twelve (12) months, following a pregnancy or parental leave may be required to repay the Supplemental Employment Benefit.

Supplemental Employment Benefit – Pregnancy Leave

- 9.33. During a pregnancy leave, the Supplemental Employment Benefit entitles the eligible employee to:
 - 9.33.1. One hundred (100) percent of their full salary for the first two (2) weeks in the amount equal to the difference between the Employment Insurance benefits received and the employee's salary at the time of the leave.
 - 9.33.2. Ninety-five (95) percent of their full salary for a maximum of fifteen (15) additional weeks in the amount equal to the difference between the Employment Insurance benefits received and their salary at the time of the leave.

Supplemental Employment Benefit – Parental Leave

- 9.34. During a parental leave, the Supplemental Employment Benefit entitles an eligible employee who took pregnancy leave to:
 - 9.34.1. Ninety-five (95) percent of their full salary for a maximum of twelve (12) weeks in the amount equal to the difference between the Employment Insurance benefits received and their salary at the time of the leave.
- 9.35. During a parental leave, the Supplemental Employment Benefit entitles an eligible employee who did not take pregnancy leave to:

- 9.35.1. One hundred (100) percent of their full salary for the first two (2) weeks in the amount equal to the difference between the Employment Insurance benefits received and their salary at the time of the start of their leave.
- 9.35.2. Ninety-five (95) percent of their full salary for a maximum of ten (10) additional weeks in the amount equal to the difference between the Employment Insurance benefits received and their salary at the time of the start of their leave.

10. Bereavement Leave

- 10.1. Employees are entitled to five (5) working days of paid bereavement leave for the death of a member of their immediate family.
- 10.2. Employees are entitled to three (3) working days of paid bereavement leave for the death of a member of their extended family.
- 10.3. An employee's supervisor, in consultation with a Human Resources representative, may grant additional paid or unpaid bereavement leave on a case-by-case basis.

11. Domestic Violence or Sexual Assault Leave

- 11.1. An employee who has been employed by the Students' Union for at least 13 consecutive weeks is entitled to a leave of absence if they or their child experiences domestic or sexual violence, or the threat of domestic or sexual violence, for any of the following purposes:
 - 11.1.1. To seek medical attention for the employee or their child in respect of a physical or psychological injury or disability cause by the domestic or sexual violence.
 - 11.1.2. To obtain services from a victim services organization for the employee or their child.
 - 11.1.3. To obtain psychological or other professional counselling for the employee or their child.
 - 11.1.4. To relocate temporarily or permanently.
 - 11.1.5. To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceedings related to or resulting from the domestic or sexual violence.
 - 11.1.6. Such other purposes as may be prescribed.
- 11.2. An eligible employee is entitled to take, in each calendar year, up to 10 days of leave taken intermittently and up to 15 weeks of continuous leave under this section.
 - 11.2.1. The *Employment Standards Act* entitles an employee to be paid for the first five (5) days of Domestic Violence or Sexual Assault Leave.
- 11.3. Extended benefit coverage for employees taking a Domestic Violence and Sexual Assault Leave will continue uninterrupted.
- 11.4. Employee contributions to the Students' Union retirement savings program are optional during a Domestic Violence or Sexual Assault Leave.
- 11.5. Vacation credits will accumulate during a Domestic Violence and Sexual Assault Leave.

12. Unpaid Leaves of Absence

- 12.1. The *Employment Standards Act* stipulates that eligible employees have the right to take unpaid job protected leaves in certain circumstances.
- 12.2. The Students' Union may grant a leave of absence request for a reason not listed in the *Employment Standards Act*.

- 12.3. The Ontario *Juries Act* requires employers to grant time off for employees who are summoned for jury duty.
- 12.4. Benefit coverage for eligible employees taking an unpaid leave will continue uninterrupted.
- 12.5. Employee contributions to the Students' Union retirement savings program are optional during an unpaid leave of absence.
- 12.6. Vacation credits will not accumulate during unpaid leaves of absence.

ACCOMMODATION POLICY

Approving Authority: President & Chief Executive Officer

Administrative Responsibility: Director Policy Research & Advocacy

Original Approval Date: October 22, 2024

Date of Most Recent Review/Revision:

Related Policies, Procedures, and Documents:

- Executive Limitation #2b – Treatment of Staff
 - Employee Standards and Performance Policy
 - Safe Disclosure Policy
-

1. Purpose

- 1.1. This policy outlines the Student's Union's commitment to foster an inclusive workplace that honours the dignity and diversity of all employees and outlines the roles and responsibilities of those involved in the accommodation process.

2. Definitions

- 2.1. **Ableism:** A belief system, analogous to racism, sexism, or ageism, that sees persons with disabilities as being less worthy of respect and consideration, less able to contribute and participate, or of less inherent value than others.
 - 2.1.1. Ableism may be conscious or unconscious, or may be embedded in institutions, systems, or the broader culture of a society or workplace, limiting the opportunities of persons with disabilities.
- 2.2. **Barrier:** Anything that prevents a person's full participating in all aspects of society because of a Protected Ground, or for people with disabilities, barriers in the workplace including:
 - 2.2.1. Architectural barriers
 - 2.2.2. Information barriers
 - 2.2.3. Communication barriers
 - 2.2.4. Attitudinal barriers
 - 2.2.5. Technological barriers
 - 2.2.6. Policies or procedures that inadvertently pose barriers.
- 2.3. **Creed (Religion):** Religious or spiritual practice, typically involving a particular and comprehensive system of faith and worship, or a non-religious belief system that substantially influences a person's identity, worldview, and way of life.
- 2.4. **Disability:** Inclusive of the Human Rights Code (Ontario) definition, refers to any physical or

mental conditions that limit a person's movements, senses, or activities.

2.4.1. Disabilities can be episodic, temporary, or permanent, and can be visible to others or invisible.

2.5. **Employee:** A paid worker of the Students' Union.

2.6. **Employment Accommodation:** An ongoing process of adjusting or modifying the work environment, schedule, or method of doing work in order to address the individual needs of employees and job applicants who are protected from discrimination under the *Human Rights Code* (Ontario).

2.6.1. Accommodations may be temporary or on-going and involve finding reasonable solutions.

2.6.2. Examples of accommodation include, but are not limited to:

2.6.2.1. Workstation or physical space adjustments or modifications.

2.6.2.2. Assistive technologies

2.6.2.3. Temporary or permanent modified duties

2.6.2.4. Flexible work agreements

2.6.2.5. Name change

2.6.2.6. Accessible parking

2.6.2.7. Leaves of absence

2.7. **Family Status:** The state of being a parent-child type relationship, including relationships based on blood, adoption and care, responsibility, and commitment.

2.7.1. Family status includes parents caring for children and people who are the primary caregivers for aging parents or siblings with disabilities.

2.8. **Member:** All registered Wilfrid Laurier University undergraduate students are members of the Students' Union.

2.9. **Protected Grounds:** Protected categories listed under the *Human Rights Code* (Ontario), which include age, creed, disability, family and marital status, gender identity and gender expression, race and related groups, receipt of public assistance, record of offences, sex, or sexual orientation.

2.10. **Undue Hardship:** The excessive hardship placed on an employer associated with an accommodation when considering cost, availability of external funding, and the likeliness of a significant health and safety risk.

2.10.1. The onus is on the employer to prove undue hardship.

3. **Jurisdiction/Scope**

3.1. This policy applies to all Students' Union employees.

4. **General Principles**

4.1. The Students' Union is committed to preventing and removing barriers and providing reasonable

accommodation to employees to the point of undue hardship.

- 4.1.1. This includes, when possible, minimizing the need for accommodations by creating accessible workplaces and redesigning employment systems, practices, and policies.
- 4.2. The Students' Union is committed to providing services and facilitating events that are inclusive and barrier-free, while providing reasonable accommodations to our members, service recipients, and event attendees.
- 4.3. The Students' Union is committed to working collaboratively with employees to provide reasonable accommodations to enable them to perform the essential duties of their role or provide them with alternative duties that they are qualified to perform.
- 4.4. The Students' Union will support the accommodation needs of job applicants with respect while maintaining an equitable hiring process.
- 4.5. When considering employment accommodations for employees, the Students' Union will rely on the following principles:
 - 4.5.1. Respecting the personal integrity and worth of the person who requires an accommodation and maintaining the confidentiality of their personal information.
 - 4.5.2. Designing accommodations to meet the specific circumstances of each employee or job applicant.
 - 4.5.3. Collaborating with the person requiring the accommodation, supervisors, and the President and Executive Director to facilitate the employment accommodation.
 - 4.5.4. Consulting subject matter experts when developing accommodation plans.
 - 4.5.5. Ensure the employee who is being accommodated is involved in the process and accommodation plan design.
 - 4.5.6. When necessary, develop a written accommodation plan.

5. Types of Accommodations

- 5.1. Accommodations in the workplace related to **disability** may include:
 - 5.1.1. Modified workstation
 - 5.1.2. Access to assistive technology
 - 5.1.3. Alternative, flexible, or reduced work schedule
 - 5.1.4. Accessible parking
- 5.2. Accommodations in the workplace related to **creed** may include:
 - 5.2.1. Time off for religious observances, ceremonies, holidays, and celebrations.
 - 5.2.2. Time and space for prayer and rituals during the workday.
 - 5.2.3. Considering the dietary needs, fasting, and religious dress.
 - 5.2.4. Practices related to the death of a loved one.
- 5.3. Accommodations in the workplace related to **family status** may include:
 - 5.3.1. Temporary or permanent changes to work schedules.
 - 5.3.2. Flexible work schedule or temporary leave of absence.
 - 5.3.3. Employees are expected to take all reasonable steps to find suitable childcare options that do not conflict with work responsibilities.
- 5.4. Accommodations in the workplace related to **gender identity** may include:

- 5.4.1. Use of preferred name and proper pronoun.
- 5.4.2. Access to gender inclusive washrooms and change rooms.
- 5.4.3. Access to systems that go beyond binary gender options (e.g. group retirement plans, extended benefits, etc.).

6. Roles and Responsibilities

Job Applicants

- 6.1. Job applicants may communicate any known accommodation to the Human Resources representative identified on the job posting.
- 6.2. The hiring supervisor should consult the applicant on the appropriate accommodation for the requirements of the hiring process.

Employees Requesting Accommodations

- 6.3. Employees should communicate any known employment accommodation need to Human Resources at the earliest possible opportunity.
- 6.4. Employees may be asked to provide the Students' Union with necessary information to enable the assessment of employment accommodation needs (e.g. workplace restrictions).
 - 6.4.1. A diagnosis is not required for disability related accommodations.
- 6.5. Employees will be asked to participate and collaborate in the accommodation process, by assisting with the identification of reasonable accommodations.
- 6.6. Employees may be asked to co-operate with a third-party provide whose assistance or consultation is contributing to the management of the accommodation process.
- 6.7. Employees may be asked to adjust previously agreed upon accommodations if there is a change in circumstances, either with role responsibilities or available accommodations.

Supervisors

- 6.8. Supervisors shall approach the accommodation process from a supportive point of view, with openness and flexibility.
- 6.9. Supervisors must receive accommodation requests in good faith and maintain privacy and confidentiality while responding as quickly as possible.
- 6.10. Supervisors must seek to understand the employee's needs including limitations and restrictions without asking invasive questions or request diagnoses.
- 6.11. As directed by Human Resources, supervisors shall manage the accommodation process by encouraging open dialogue and co-operation with the employee and consider all options and solutions.
- 6.12. As directed by Human Resources, supervisors must keep a written record of the accommodation request and the action taken.

Human Resources

- 6.13. Human Resources will ensure processes are in place to enhance accessibility and inclusion in

the workplace.

- 6.14. A human resources representative will provide advice, guidelines, and resources to the employee requesting an accommodation and the supervisor facilitating the accommodation.
- 6.15. A human resource representative will support a job applicant, hiring committee, or hiring supervisor in arranging reasonable and appropriate accommodations for a job interview.
- 6.16. Human Resources will direct with the accommodation process, including facilitating accommodations for employees with disabilities, engaging with third-party support providers.

7. Accommodation Plans

- 7.1. An employee or supervisor may request an accommodation plan to formalize the accommodations that will be provided.
- 7.2. Human Resources may require an accommodation plan.
- 7.3. Accommodation requests should be dealt with promptly, and where necessary, interim accommodation will be provided while long-term solutions are developed.
- 7.4. A human resources representative should be consulted when developing an accommodation plan.
- 7.5. The accommodation plan may include:
 - 7.5.1. A summary of the employee's limitations and needs, including any confidential assessments and information from experts or specialists.
 - 7.5.2. Arrangements for needed assessments by experts or professionals.
 - 7.5.3. Identification of the most appropriate short of undue hardship.
 - 7.5.4. A statement of annual goals, and specific steps to meet them.
 - 7.5.5. Clear timelines for providing the accommodation.
 - 7.5.6. Criteria for determining the success of the accommodation plan, together with a process for reviewing and re-assessing the accommodation plan as needed.
 - 7.5.7. An accountability mechanism consistent with the **Employee Standards and Performance Policy**.

DISCONNECTING FROM WORK POLICY

Approving Authority: President and Chief Executive Officer

Administrative Responsibility: Director, Policy Research & Advocacy

Original Approval Date: May 30, 2022

Date of Most Recent Review/Revision: October 22, 2024

Related Policies, Procedures, and Documents:

- Executive Limitation #2b – Treatment of Staff
 - Employee Standards and Performance Policy
 - Employee Vacation and Leave Policy
-

1. Purpose

- 1.1. This policy is required under the *Employment Standards Act* and is further emphasized by the Students' Union in order to support employees in managing an intentional balance of their working and personal lives.

2. Definitions

- 2.1. **Disconnecting from work:** Not engaging in work-related communications, including emails, telephone calls, video calls, or sending or reviewing other messages, to be free from the performance of work.
- 2.2. **Employee:** A paid worker of the Students' Union.
- 2.3. **Supervisor:** The individual to whom an employee directly reports, or their designate.
- 2.4. **Workplace:** Any site at which the employee works, including any property or building utilized by the Students' Union and any other place an employee is located while performing work for the Students' Union or representing the organization.
 - 2.4.1. Workplace includes operating Students' Union equipment or a personal vehicle while the employee is on duty.

3. Jurisdiction/Scope

- 3.1. This policy applies to all Students' Union employees.

4. Policy

- 4.1. Students' Union employee work hours, breaks, vacation, and leave entitlements are outlined in employment contracts, the Employee Standards and Performance Policy, and



the Employee Vacation and Leave Policy.

- 4.2. In general, the Students' Union does not expect employees to read or respond to work-related communications outside of their normal working hours, subject to the following exceptions:
 - 4.2.1. Where operational needs require such communications, and the employee has been given notice in advance.
 - 4.2.2. Where such communications are required due to the nature of the employee's duties.
 - 4.2.3. Where the employee's role is managerial or supervisory in nature, in which case operational needs may require communications outside of normal working hours.
 - 4.2.4. In instances of unforeseen operational needs.
 - 4.2.5. In cases of emergency.
 - 4.2.6. In other situations that may arise, at the discretion of the employee's supervisor.
- 4.3. If an employee believes they were otherwise unable to reasonably disconnect from work due to an eligible assigned work task or obligation, they may discuss a "flex" time allotment with their supervisor.
- 4.4. If an employee is finding it challenging to reasonably disconnect from work, their supervisor will assist in providing them with tools and resources to better disconnect from work.

FLEXIBLE WORK POLICY

Approving Authority: President & Chief Executive Officer

Administrative Responsibility: Director, Policy Research & Advocacy

Original Approval Date: September 1, 2021

Date of Most Recent Review/Revision: October 22, 2024

Related Policies, Procedures, and Documents:

- Disconnecting from Work Policy
 - Employee Standards and Performance Policy
 - Employee Accommodation Policy
 - Health and Safety Policy
 - Workplace Violence and Harassment Policy
-

1. Purpose

- 1.1. This policy outlines the flexible model of work that permits eligible employees, based on their job requirements and operational needs, to request to work from a remote location or adjust their traditional working schedule to meet personal, family, or other approved obligations.

2. Definitions

- 2.1. **Employee:** A paid worker of the Students' Union.
- 2.2. **In-Person Work:** Work performed by an employee when they are physically present in a Students' Union office or on a Wilfrid Laurier University campus.
- 2.3. **Remote Work:** Work performed by an employee at their place of residence, or from a remote location, where they are not physical present at a Students' Union office.
- 2.4. **Supervisor:** The individual to whom an employee directly reports, or their designate.

3. Jurisdiction/Scope

- 3.1. This policy applies to all Students' Union employees.

4. Flexible Work

- 4.1. There are three (3) types of flexible work arrangements:
 - 4.1.1. **Ad-hoc:** When an employee requests to work remotely on a one-off or occasional basis, not to form part of their regular work scheduled, but to accommodate a short-term circumstance, for a concentrated work purpose, or to accommodate appointments or

temporary personal requirements.

4.1.2. **Regular:** When an employee requests to work remotely on a regular basis as part of their regular work schedule.

4.1.3. **Accommodation:** When an employee works remotely as part of an agreement formed according to the Employee Accommodation Policy.

Approval and Notice

- 4.2. An ad-hoc flexible work occurrence should be approved by an employee's supervisor at least twenty-four (24) hours in advance, if possible.
- 4.3. A regular flexible work arrangement must be agreed to by the employee, their supervisor, and a Human Resources representative.
 - 4.3.1. A regular flexible work arrangement will generally not exceed two (2) working days per week.
- 4.4. An accommodation-based flexible work arrangement must be agreed to by the employee, their supervisor, a Human Resources representative, and approved by the Executive Director.
 - 4.4.1. Remote work is not an appropriate substitute for circumstances requiring employee leave, as outlined in the Employee Vacation and Leave Policy.
- 4.5. Flexible work arrangements will be dependent upon the operational and service needs of the employee's department to ensure standards are not compromised.
 - 4.5.1. Flexible work arrangements will not be permitted if it will have a negative impact on the work of the employee or on the delivery of the service.
- 4.6. Flexible work hours must be approved by an employee's supervisor, and any deviations should be addressed according to the Employee Standards and Performance Policy and the Disconnecting from Work Policy.
- 4.7. Flexible work arrangements are not permitted if the work is going to be completed outside of the Province of Ontario.
 - 4.7.1. Limited exceptions may be granted by the Executive Director.

Flexible Work Requirements

- 4.8. Employees must comply with all relevant Students' Union policies and health and safety standards while working remotely.
- 4.9. Employees are required, if possible, to perform all remote work on Students' Union computers, and work within the organization's web-based Microsoft 365 subscription service.
 - 4.9.1. Employees are permitted to take a computer provided by the Students' Union to their place of residence to complete remote work.
- 4.10. Employees are responsible for covering the costs related to the flexible work arrangement and their remote workspace, including any additional costs for internet access, insurance, or optional technology or equipment not provided by the Students' Union.
 - 4.10.1. An employee may discuss their technology, and equipment needs for remote work with their supervisor.
- 4.11. Employees are required to take any additional steps as required to maintain confidentiality and privacy when working remotely.

- 4.11.1. Employees are encouraged to seek guidance from their supervisor about remote work best practices, including appropriate spaces for joining a meeting virtually, ensuring access to required resources, and data security.
- 4.12. Supervisors must consider the importance of regular in-person engagement, operational need, and department service standards when considering flexible work agreements.
- 4.13. Supervisors are required to establish communication expectations for their employees with flexible work agreements.
- 4.14. Regular flexible work arrangements must be reviewed at a minimum of every six (6) weeks.
- 4.15. Accommodation-based flexible work arrangements shall be reviewed according to the Employee Accommodation Policy.

CONFLICT OF INTEREST POLICY

Approving Authority: President & Chief Executive Officer

Administrative Responsibility: Director, Policy Research & Advocacy

Original Approval Date: November 4, 2024

Date of Most Recent Review/Revision:

Related Policies, Procedures, and Documents:

- Executive Limitation #1 – Global Executive Constraint
 - Executive Limitation #2b – Treatment of Staff
 - Executive Limitation #2f – Asset Protection
 - Executive Limitation #2l – General Meetings and Elections
 - Executive Limitation #2n – Hiring Practices – Paid Staff
 - Employee Standards and Performance Policy
 - Health and Safety Policy
 - Safe Disclosure Policy
-

1. Purpose

- 1.1. This policy provides guidance to Students' Union employees about identifying, mitigating, or avoiding conflicts of interest.

2. Definitions

2.1. **Conflict of interest:** Occurs when personal interests or professional affiliations outside of the Students' Union interfere, or are perceived to interfere, with the independent judgement required by employees to perform their duties and responsibilities.

2.1.1. Conflicts of interest include, but are not limited to:

- 2.1.1.1. An interest, real or perceived, that unfairly benefits the individual or their relative, friend, roommate, or romantic partner.
- 2.1.1.2. Organizations, companies, or groups that an employee has an official governing responsibility or that employs the individual or a member of their family.
- 2.1.1.3. Gifts and favours, including tokens of appreciation, entertainment, travel, hotel accommodations, services for personal use, reduced prices for personal goods and services, and any other forms of hospitality provided in hopes of future business.

2.2. **Employee:** A paid worker of the Students' Union.

2.3. **Supervisor:** The individual to whom an employee directly reports, or their designate.

2.4. **Workplace:** Any site at which the employee works, including any property or building utilized by the Students' Union and any other place an employee is located while performing work for the Students' Union or representing the organization.

2.4.1. Workplace includes operating Students' Union equipment or a personal vehicle while the employee is on duty.

3. Jurisdiction/Scope

3.1. This policy applies to all Students' Union employees.

4. Declaring a Conflict of Interest

4.1. Employees are required to declare to their supervisor any conflict of interest or other circumstance that may reasonably interfere, or be perceived to interfere, with their ability to perform their duties and responsibilities.

4.1.1. Supervisors, in consultation with a Human Resources representative when appropriate, will determine the nature and extent of the conflict of interest and determine what steps are required to mitigate or avoid situations or responsibilities where that conflict will interfere with the employee's duties.

4.1.2. Employees may be required to refrain from taking part in a discussion, project, hiring process, or decision-making vote related to the conflict of interest.

4.2. Human Resources may declare that an employee has a conflict of interest in the absence of a self-declaration.

5. Reporting a Conflict of Interest

5.1. If an employee believes a conflict of interest has not been properly declared by another employee, they may make a good faith disclosure according to the Safe Disclosure Policy.

6. Hiring Practices

6.1. Employees may be required to refrain from participating in a hiring process if a conflict of interest will interfere, or be perceived to interfere, with the fairness and legitimacy of the job search.

6.1.1. Human Resources, in consultation with the President or Executive Director, may declare that an employee has a hiring conflict in the absence of a self-declaration and require that they be removed from the hiring process.

6.2. For conflicts of interest related to Executive Leadership Team hiring, the President in consultation with Human Resources will determine if an employee must be removed from the hiring process.

6.3. The Students' Union may accept applications for employment from an employee's immediate family so long as the successful hiring of that immediate family member does not result in supervisory relationship.

7. Business Operations

7.1. Prior to entering a new contract with a vendor or supplier the due diligence conducted must

include consideration of conflicts of interest.

7.2. Contracts valued at \$5,000 or more must proceed through a formal tender process to ensure procurement best practices and avoid conflicts of interest.

8. Employee Relationships

8.1. Acknowledged employee romantic relationships are not considered a conflict of interest so long as they do not include a supervisory relationship and are disclosed with Human Resources.

8.1.1. Employee romantic relationships that are not disclosed may represent a conflict of interest.

9. Secondary Employment

9.1. Secondary employment is permitted so long as there are no adverse effects to the employee's ability to perform their duties and responsibilities and it does not represent a conflict of interest.

9.1.1. Employees are encouraged to discuss secondary employment opportunities in advance with their supervisor.

SAFE DISCLOSURE POLICY

Approving Authority:

Administrative Responsibility: Director, Policy Research & Advocacy

Original Approval Date: November 6, 2024

Date of Most Recent Review/Revision:

Related Policies, Procedures, and Documents:

- Executive Limitation #2b – Treatment of Staff
 - Employee Standards and Performance Policy
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1. Purpose

- 1.1. This policy outlines the process for employees to provide good faith disclosures about wrongdoing by Students' Union employees or volunteers without retaliation or reprisal.

2. Definitions

- 2.1. **Employee:** A paid worker of the Students' Union.
- 2.2. **Good Faith Disclosure:** Any disclosure made based on the reasonable belief of the authenticity and accuracy of the wrongdoing, and free from malicious or frivolous intent.
- 2.3. **Reprisal:** Any detrimental action or threat of action directed at an employee for making a good faith disclosure, supporting a disclosure, participating in a disclosure investigation, or declining to participate in wrongdoing.
- 2.4. **Volunteer:** A Wilfrid Laurier University undergraduate student who voluntarily undertakes a service for the Students' Union.
- 2.5. **Wrongdoing:** Any act or conduct in contravention of the Students' Union Employee Standards and Performance Policy or other related policies, procedures, or legal standards.

3. Jurisdiction/Scope

- 3.1. This policy applies to all Students' Union employees and volunteers.

4. Policy

- 4.1. Anyone who has information or reasonable grounds to believe that a Students' Union employee or volunteer has been engaged in wrongdoing is able to make a good faith disclosure through the Students' Union Reporting Form.
- 4.1.1. If a good faith disclosure involves Human Resources of Vice-President: Volunteer Operations, the disclosure can be made directly to the President and Chief Executive Officer



or Executive Director.

- 4.1.2. If a supervisor receives a good faith disclosure directly from an employee, they must submit the Students' Union Reporting Form.
- 4.2. The Students' Union shall take all necessary and appropriate action to carefully and fairly investigate and respond to disclosures of wrongdoing.
 - 4.2.1. If an investigation conforms wrongdoing, the supervisor shall proceed according to the **Employee Standards and Performance Policy** and all other applicable policies or regulations.
- 4.3. The Students' Union shall take all reasonable efforts to keep the details of a good faith disclosure confidential and protect the identity of the employee who disclosed.
- 4.4. All employees involved in an allegation of wrongdoing are to be treated fairly and impartially.
- 4.5. Retaliation or reprisal in response to a good faith allegation is prohibited.
- 4.6. Employees who make an allegation of wrongdoing that is false, frivolous, vexatious, or made in bad faith will be subject to employee conduction procedures outlined in the **Employee Standards and Performance Policy**.