



Employee Handbook
(Non-Union)
January 2012

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EMPLOYMENT POLICIES

Available on the [StFX Human Resources Website](#).

INTRODUCTION

This Handbook is a working **guide** for non-unionized employees, supervisors and departmental managers regarding employment-related matters. This Handbook covers all non-unionized employees of the University.

It is the responsibility of each and every member of management to administer these policies in a fair, consistent and impartial manner.

This Handbook is a living document, under continual review and subject to periodic amendment by the University. The reader is advised to obtain the most current version from the Human Resources Department (HR). Throughout this Handbook, the feminine includes the masculine, and the plural includes the singular, and vice versa as the context may require.

This Handbook is not a definitive or exclusive account of all those matters referred to and is specifically subject to the express terms of any employment contract, the policies of the University, and to the day-to-day authority and general responsibilities of the Board of Governors and University Administration in the management of the University.

Guiding Principles

The University is an equal opportunity employer. The University's relationship with its employees is based on respect, equity, efficiency and communication. The University does not discriminate in recruiting, hiring, transfers, promotions, compensation, benefits, training, layoffs, recalls from layoffs, or other employment practices.

It is the University's intention to provide safe, healthy and harmonious working conditions for its employees.

Employees have the right to fairly and reasonably discuss employment-related matters with management.

Permanent Part-time and Sessional Employees are eligible for provisions listed in this handbook on a prorated basis, subject to any parameters outlined in individual Benefit or Pension plan texts.

RECRUITMENT AND SELECTION

Equal Opportunity Employment

It is the policy of the University to provide equal opportunity for all qualified employees and applicants for employment without regard to age; race; colour; religion; creed; sex; sexual orientation; physical disability or mental disability; an irrational fear of contracting an illness or disease; ethnic, national or aboriginal origin; family status; marital status; source of income; political belief, affiliation or activity; or, an individual's association with another individual or class of individuals having such characteristics.

For further information contact the Human Resources Department or the University Human Rights and Equity Advisor.

Recruitment and Selection Process

The University will post all non-union job vacancies internally and/or externally in order to attract the best qualified candidates. The Human Resources Department will provide assistance and guidance in the recruitment and selection of candidates. The Recruitment and Selection Process may be reviewed on the Human Resources website: <http://www.sfx.ca/administration/hr/policies.htm>

All vacant positions posted for hiring shall be filled by the best qualified candidates selected and appointed on the basis of education, experience, knowledge, abilities, suitability, past performance to be considered within the framework of legislation, applicable collective agreements, equal opportunity, budgetary limitations and University needs.

Temporary Assignments

When an employee is required by management to relieve on temporary assignment in a higher paying position, and to perform the duties in that position for periods in excess of ten (10) consecutive working days, acting pay will be paid to the employee for such relief, provided the employee is capable of carrying on the normal functions in the relief position.

Acting pay for relief shall not be less than the salary range applicable for the relief position.

For salary, benefit and advancement purposes, the University will recognize time spent by an employee on a temporary assignment if that employee is selected to fill the position on a permanent basis, after advertisement and candidate selection.

Upon returning to his or her regular duties from an acting assignment, an employee shall receive his or her previous salary plus any increases and credits toward benefits that he or she would have received but for the temporary assignment.

Offers of Employment

Initial letters of offer will be issued by the Human Resources Department and signed by the relevant Departmental manager. Offers of employment will specify the position title, reporting structure, entitlement to insured benefits, vacation entitlement, any specific condition with respect to hours of work, starting salary, relocation expenses, probationary period, performance review dates and such other terms and conditions as may be specified, including any express variation from the provisions of this Handbook.

Nepotism

Relatives of University governors, officers and employees may be employed by the University. No special advantage or favouritism will be shown in hiring relatives. A relative of a candidate for employment may not be involved, directly or indirectly, in assessing the merits, qualifications or capacities of any candidate for an open position.

An employee may not be employed in a position subject to direct or "in-line" supervision or direction by a relative. In circumstances in which an employee is or will be employed in a position which is subject to such supervision, the University will consider all options for accommodating the family status of the employees in question, including but not limited to a transfer at the earliest opportunity of one or the other employee to a comparable position not in direct or "in-line" supervision or direction, or a modification of reporting responsibilities so as to eliminate any direct or "in-line" supervisory role.

For purposes of this section, a "relative" includes a parent, spouse (including common law spouse, child, sibling or half-sibling, grandparent, grandchild, niece, nephew or any of those by way of marriage ("in-law" or "step" relatives).

ORIENTATION

Purpose

The primary purpose of a comprehensive orientation program is to make the transition to University employment a smooth and positive one and to ensure that the new employee is fully informed about her/his new job and workplace. An orientation program also serves as a means of ensuring a good employee-organization “fit” for the longer term. The program requires a coordinated effort between the Human Resources Department (providing the University level orientation) and the individual academic or service departments (providing departmental and job-specific orientation).

A University-wide orientation program for new employees is intended to:

1. *Reduce anxiety* - by familiarizing new employees with the University, its goals, mandate and philosophy, and the expectations for particular positions.
2. *Reduce demands on supervisors and co-workers* - by advancing the knowledge of the new employee to meet the challenges of the new job, without undue reliance on others in the immediate workplace.
3. *Develop realistic job expectations* – by instilling positive attitudes and facilitating awareness of University-wide employment expectations.

Scope

This program applies to new non-union employees of the University with contracts of twelve (12) months or more in duration.

Student employees are not governed by this Orientation program, however, departments and faculties are required to conduct appropriate job and work site orientations with new student employees. The orientation activities will be determined by the department based on the particular requirements of the work involved and other factors relevant to the student’s employment. **As a minimum**, however, these orientation activities shall include an overview of the student’s responsibilities, and relevant departmental policies and procedures, and policies and procedures pertaining to workplace health and safety.

Overview

Orientation at the University will occur in two phases in order to enable new employees to receive both a macro and a micro view of the institution and the new position.

The *Department Orientation* will be conducted at the departmental level at the time the new employee commences his/her employment with the University, or at the time an employee is seconded or temporarily assigned to the department from elsewhere in the University for a period of greater than six (6) months.

The *University Overview Orientation* sessions will be held in one-on-one sessions with new employees. The orientation sessions will be facilitated by the Human Resources Department.

Orientation – Department Overview Sessions

Provided at the departmental level, this component of the New Employee Orientation Program will help employees understand the job-specific and department-specific expectations. This orientation should be conducted and/or coordinated by the manager of the Department.

The Department Overview will be conducted in accordance with the [Department Orientation for New Employees - Guidelines for Supervisors](#).

A new employee will receive, during his or her first week, a University orientation package and a New Employee Orientation Checklist.

Subject to the employee's consent, a photograph of a new employee will be posted on the "New Employees" section of the HR website.

The Department Orientation Checklist for New Employees is to be completed and signed by the new employee to signify that all the activities have been completed or provided. The form shall be returned to the HR Department within one week of the new employee's start date.

Orientation - University Overview Sessions

The University Overview is a general session conducted by an HR representative and generally held in a one-on-one format, to orient new employees to the University workplace, and the broader goals of the University. A University Overview will usually take place within the first week of employment.

PROBATION

New permanent employees must serve a probationary period of six (6) months, unless waived in writing in the initial letter of offer. During the probationary period:

- a) the employee's manager or supervisor shall review with the employee the job description and performance expectations as well as provide appropriate guidance and leadership;
- b) the employee shall demonstrate skills, abilities, quality of work, and commitment to the position, including appropriate conduct toward co-workers, students, other persons and the University.

Employees hired for a term of less than one (1) year shall serve a probationary period less than six (6) months. A probationary Employee serves a trial period to determine competence and suitability for a particular position and may be terminated if, in the Manager's judgment, she does not meet reasonable standards for the position.

Extension of Probationary Period

The probationary period may be extended for up to the length of the original probationary period. Clearly defined, written objectives shall be set with the employee for the extension period, to resolve any remaining performance issues.

Time Exclusions

The probationary period does not include time the employee may have spent as a temporary employee.

Promotion or Transfer

If an employee is promoted or transferred to a new position, an appropriate probationary period may be required.

Probationary Review

An informal performance review may be held at the half-way point of the probationary period. A formal performance review must be conducted near the end of the probationary period, and a review form completed, signed and forwarded to Human Resources. The probationary review form shall be included in the employee's HR file. [The probationary review form can be found on the HR website.](#)

Termination

If at any time, a probationary employee's supervisor determines that the employee has failed to perform at the level required for a permanent appointment to the position, notice in writing of the deficiencies will be given to the employee. The employee shall, within the remainder of the probationary period or such extension as may be granted by the University in its discretion, have an opportunity to improve his or her performance prior to any decision to terminate.

If a probationary employee does not reach the desired level of performance or fails to fulfil any other condition of employment, or for any other reason it is determined that the employee's employment is to be terminated, his or her employment may be terminated at any time during the probationary period, following consultation with the Human Resources Department.

Notice in writing of not less than one week, or pay in lieu, will be given, other than in circumstances of just cause for summary dismissal.

Resignation

Probationary employees are required to provide at least one week's notice of resignation, in writing.

TERMS AND CONDITIONS OF EMPLOYMENT

Employee Status Categories

Following are the definitions for the various employee status categories:

- Regular Full-Time: at least 32.5 hrs per week in an established position and on a continuing basis.
- Regular Part-Time: Works less than 32.5 hrs per week, in an established position and on a continuing basis.
- Sessional On-going: Works during the academic year only, with unpaid breaks each summer
- Short Term or Temporary Contract: Works in a position established for a specific period of time or for the duration of a specific project or group of assignments.
- Casual: Works on an on-call basis and generally has the option to work or not when called.

Hours of Work and Breaks

The work week for Regular Full-Time positions shall be 37.5 hours per week.

Managers and supervisors, given the nature of their positions, work such hours as are necessary to fulfil their obligations and responsibilities. Because of the flexibility and additional demands of these positions no standardized work week/day is set for them. However, thirty-seven and one half (37.5) hours serves as a guide for the average work week, taking into consideration the departmental area of employment. Since these positions require flexibility in the work week/day, this flexibility may be applied to time off where extraordinary hours have been worked and the immediate manager is in agreement.

Individual work schedules will vary depending on departmental requirements and must be approved by the immediate supervisor.

Individual departments and divisions may adopt a flex-time system, as follows:

- a) In any one (1) day, the day shall be broken into two (2) parts: core periods and flexible periods.
- i) Core Period
 - 10:00 a.m. to 12:00 noon and
 - 1:00 p.m. to 3:00 p.m.
 - ii) Flexible Period
 - 8:00 a.m. to 10:00 a.m.
 - 12:00 noon to 1:00 p.m. and
 - 3:00 p.m. to 5:30 p.m.
- b) Generally, an employee is required to:
- i) attend at work during the core periods five (5) days a week;
 - ii) work not less than the full hours per week as defined for their position (normally ranging from 32.5-37.5 hrs/wk);
 - iii) make up the balance of the hours required per week during the flexible periods if needed.

Where a flex-time system is adopted, managers or supervisors may nevertheless agree to individual arrangements with regards to hours of work and break times of employees.

Employees are entitled to two (2) fifteen (15) minute paid breaks if they work more than five (5) hours per day. They are entitled to one (1) fifteen (15) minute paid break if they work more than three (3) hours and less than five (5) hours per day.

Unpaid meal breaks can be for one-half (1/2) hour to one (1) hour per day.

Changing Contracted Hours per Week

A change in an employee's number of contracted hours per week may be initiated by either HR, the employee, or the department manager or supervisor. Upon approval by HR and the department manager or supervisor, a confirmation letter will be issued. The letter will be signed by the manager or supervisor and also by the employee to indicate acknowledgment of the change in terms of employment and then submitted to Human Resources for action.

Storm Day Policy

Employees are expected to report for work during inclement weather if it is safe for them to do so. Should an employee not be able to report to work because of weather, he/she must make arrangements with his/her supervisor choosing one of the following options:

- Make up the time within two weeks as mutually agreed or;
- Use accumulated overtime or;
- Use a vacation day
- Please also see Policy – [Unscheduled Closure and/or Cancellation of Classes Policy](#)

The status of University operations during a storm or emergency will normally be communicated on CJFX (XFM) Radio, campus e-mail and/or voicemail systems.

Overtime, Stand-by and Call-back

Overtime work must be requested and authorized by an employee's immediate supervisor prior to commencement of such work.

- Overtime shall be related to special projects and kept to a minimum and should not form a regular part of an employee's work schedule.
- Overtime, when necessary, shall be distributed fairly amongst those employees regularly performing the work.
- Upon request from the department manager, employees may be required to work overtime. The department manager must take into consideration any prior personal commitments that the employee may have made.
- Work within one hour of an employee's regular quitting time is not considered overtime. If an employee is requested to work more than one hour, then the overtime will be considered to have started at his or her normal quitting time.
- Overtime is calculated on a weekly basis - not daily.
- Employees may not accumulate such lieu time in excess of 40 hours without written approval from HR, and must take accumulated hours at a time approved by the department manager. Such time must be taken within three (3) months of being accumulated unless approved in writing by the Department Manager. There will be no pay out of accumulated hours if not taken within the time limit specified.
- All management is exempt from the above overtime regulations.

Taking into account operational requirements, the Manager will grant compensation for overtime hours worked in equivalent time off at the applicable rate. If a mutually-agreed time cannot be determined within ten (10) working days of the overtime worked, pay will then be approved.

An Employee who is required to work overtime 1 (one) full hour beyond the Employee's normal daily hours of work shall be compensated at the rate of time and one half (1 ½) the normal hourly rate of pay for all such overtime work. Overtime compensation shall be based on the rate of pay in effect at the time the overtime is worked. Employees shall be paid two times (2 x) his/her normal hourly rate of pay for all overtime worked on an Employee's subsequent day of rest.

An Employee, who is required to work a minimum of three (3) hours' overtime following her scheduled hours of work and where it is not practical for her to enjoy her usual meal break before commencing such work, shall be granted thirty (30) minutes with pay as a meal period and shall be provided with a ten (10) dollar meal allowance. When overtime work prevents the taking of the meal break, the Employee shall be credited with thirty (30) minutes of pay at the overtime rate and provided with a meal provided with a ten (10) dollar meal allowance.

The University will not require an Employee to work an unreasonable amount of overtime against his/her wishes.

Stand-By

- (a) Employees who are required by the Employer to stand-by shall receive stand-by pay in the amount of twelve dollars (\$12.00) for each stand-by period of eight (8) hours or less. Stand-by pay shall apply where an Employee is assigned to carry a cell phone or other electronic messaging device or be available at a known telephone number for a stand-by period assigned by a Manager or Supervisor.

- (b) No compensation shall be granted for the total period of stand-by if the Employee is unable to report for duty when required.

Call Back

- (a) When an Employee is called back and reports for work after leaving their place of work for the day, and such recall has not been scheduled prior to leaving work, the Employee shall be compensated a minimum of four (4) hours pay at his/her straight time rate for the period worked or the applicable overtime for the hours worked, whichever is greater.
- (b) When an Employee is called at home by the Employer, outside their scheduled working hours, and is required to perform a service for the University from home, they will be paid at the applicable overtime rate for the hours required to perform the work, for a minimum of thirty (30) minutes at the applicable overtime rate.

Employees may occasionally be requested to work when the University is closed. All Employees required to work on days when the University is closed will be compensated at the rate of time and one-half (1 ½) the normal hourly rate for all hours worked.

All management is exempt from the above Stand-By and Call Back regulations.

Attendance, Lateness, Absenteeism

All employees are responsible to:

- a) Be at work on time unless for reasonable and unavoidable causes;
- b) Notify his or her supervisor as far in advance as possible of any intended absence from work and to provide such reasonable medical documentation as is required to support the absence and/or fitness to return to work.
- d) Attend to personal affairs and obligations outside of working hours.

Significant Absenteeism

It is the responsibility of supervisors to monitor absence rates. Supervisors must bring to the attention of the HR Department any employee whose absenteeism rate is significantly higher than the norm, including any employee who is absent for any reason for a total of 30 days or more, not necessarily consecutive, in any 12 month period, or who is absent for any reason at a frequency of ten (10) or more times in any 12 month period.

Upon notice of an employee's significant absenteeism, the Human Resources Department shall determine the appropriate means of ensuring that the employee returns to a more satisfactory attendance rate. In consultation with the employee and his or her manager or supervisor, HR shall determine the cause(s) of the employee's absenteeism, and, as appropriate to the circumstances:

- inquire whether the University can provide assistance (*e.g.*, counselling or other accommodation);
- counsel the employee with regard to the University's attendance expectations;
- inform the employee that he or she is required to take all reasonable measures to improve his or her attendance, that his or her attendance will continue to be monitored and that a review will be conducted at a future specified date;
- inform the employee that in the absence of improvement his or her employment may be terminated.

The employee will be provided with a letter confirming the points discussed, as set out above.

The employee's supervisor or manager, in consultation with HR, will continue to monitor the employee's attendance for so long as is deemed necessary to confirm that the employee's attendance rate has returned to a satisfactory level.

In the event that the employee's attendance record continues to be unsatisfactory, further action, including as appropriate discipline and possible termination in accordance with the University's Discipline and Termination Policy, will be taken by the employee's supervisor or manager in consultation with HR.

Lateness

Unexcused lateness compromises the performance of the employee and the operations of the University, and is cause for discipline. It is the responsibility of supervisors and managers to monitor lateness and to determine whether there is a reasonable excuse. Human Resources will be notified regarding any employee who has developed a pattern of unexcused lateness.

Excusable lateness or absenteeism

Occasional lateness or absenteeism may be excused if caused or necessitated by illness or by an unforeseeable domestic contingency, or by some unforeseeable emergency that affects the employee and/or his or her immediate family, and other similar occurrences beyond the reasonable control or foreseeability of the employee.

Deduction of pay for unexcused lateness or absence

Discipline for unexcused lateness or unauthorized absence includes but is not limited to deduction of pay, in addition to any other disciplinary action which may be warranted.

Sickness

See guidelines for Sick Leave under the Leaves section of this handbook.

Personal Appearance

Employees are expected to be respectful of the values and standards of all members of the University community. Employees are expected to dress in a manner consistent with the nature of their positions and to observe good habits of grooming and personal hygiene at all times.

An employee who is inappropriately dressed, or whose personal appearance or behaviour is unsuitable for that employee's position may be sent home, and will be required to return to work in an acceptable state of appearance. This time away will be considered personal time off.

Standards of Conduct:

All employees are required to preserve and enhance the University's image and reputation of integrity, credibility and honesty. The Standards of Conduct and Conflicts of Interest Policy (HR Policy #101) is attached as an Appendix and also available on the HR Department website.

<http://www.sfx.ca/administration/hr/policies.htm>

Security of Property

All University property (including supplies, materials, equipment, vehicles, buildings, etc.) has been obtained because it has been deemed to be necessary to meet the objectives of the University. Private use of University property may impede operational objectives of University. Not all employees have equal access to University property and as a consequence any private use may be seen as an unfair benefit.

Therefore, private use of University property will be permitted only with written approval. If the property is surplus to the needs of the University, Procurement Services may dispose of it by sale or auction.

Discipline and Termination

The University's Discipline and Termination Policy (HR Policy #102) is attached as an Appendix and also available on-line, at:

<http://www.stfx.ca/administration/hr/policies.htm>

Resignation

Except as otherwise specified in the employee's contract of employment, the University requires a minimum of two (2) week's notice of resignation in writing to the immediate supervisor.

Resignation notice periods normally are expected to exclude any unused vacation entitlement. All keys and other University property must be returned in order to obtain payroll clearance.

Retirement

The normal retirement age for employees is at age 65.

PAYROLL AND BENEFITS ADMINISTRATION

Payroll

Payroll is processed bi-weekly. Pay day is every second Friday and is automatically deposited in the employee's bank account. A statement of this deposit is forwarded to the employee through campus mail. Without exception, deadline for payroll submissions is 4:30 pm on Tuesday **the week before** the applicable pay date. Proper documentation is required from managers and supervisors in order to ensure an accurate, timely payroll. A "Payroll Request" form is to be used when submitting additions/deletions or adjustments to employee personal information and/or payroll. All information requested on this form must be completed in full. The form can be downloaded here:

<http://www.stfx.ca/administration/hr/payroll.htm>

Payroll Information

Information collected and used for payroll purposes includes name, address, telephone, marital status, dependent data, tax status, S.I.N., etc. and such other information as may be required for employment purposes. Personal information about employees will also be collected and used for the administration of the University's programs, in accordance with the Freedom of Information and Protection of Privacy section, below.

Personal information about employees will be collected, and retained in the Human Resources Department and elsewhere as necessary. All personal employee information will be safeguarded and not used or released to anyone without the consent of the employee, except in accordance with the purposes for which it is collected or as required by law.

- Upon hiring, Human Resources will obtain, and safeguard pertinent data from each person. Human Resources will be responsible for entering and maintaining such data in the Payroll/HRIS system.
- Access to an employee's personal information will be granted to the employee, upon request.
- When authorized by an employee, confirmation of employment/earnings, and other inquiries will be handled by Human Resources, and will consist of verification of necessary details only.
- Employee personal information must be kept up to date. Human Resources must be advised of any changes such as employment data changes, benefits, insurance, beneficiary, bank accounts, etc.

Benefits

Disclaimer: The following sub-sections pertaining to Benefits are informal summaries of the University's group benefit programs. They are not insurance policies, and do not grant or confer any contractual rights. All rights under these programs shall be governed by the provisions of the Master Policy, Administrative Services Agreement and Plan Documents and by applicable law.

All details can be accessed on the HR website at:

<http://www.stfx.ca/administration/hr/staffbenefits.htm>

Pension Plan

Eligibility:

- i) Any employee in possession of a probationary permanent appointment at the University shall become a member of the plan at the date of hire.
- ii) Any member on a fixed term contract basis shall be enrolled after twenty-four months of continuous service.

Contributions:

Each Member contributes 5% of salary and the University contributes an additional 8%. A Member may make voluntary additional contributions up to the maximum allowed by the Income Tax Act.

Retirement Age:

The "Normal Retirement Date" for non-unionized employees shall be the first day of the month coincident with or next following their sixty-fifth (65th) birthday. Employees may retire preceding their Normal Retirement Date provided they have attained their fifty-fifth (55th) birthday.

Group Life Insurance

Eligibility: All regular employees with a minimum of 20 hours per week, Executive Contract Employees and Contract Employees with a two or more year contract must participate in the Group Life Insurance Plan as a condition of employment if they commenced employment after June 1, 1978.

Amount of Insurance: Amount of insurance is based on age and salary as at September 1st each year.

Termination: Insurance shall automatically cease at age 70 or retirement whichever is earlier. Insurance shall terminate thirty-one (31) days after the day of termination of employment, or immediately upon termination of the master contract between the Insurer and the University.

One-half of the premium for the benefit is paid by the University.

Basic Accident Insurance

Eligibility: This insurance takes effect on the same date the Group Life Insurance takes effect. This insurance is the equivalent of a double indemnity feature under a group life program.

Amount of Insurance: The amount of principal sum applicable is equal to the amount of Group Life Insurance referred to above.

Termination: The insurance with respect to an insured person shall terminate on the same date that his/her Group Life Insurance with the University terminates.

Half the premium for the benefit is paid by the University

Optional Group Life

Eligibility: Participant of Group Life Insurance Plan (see above).

Amount of Insurance: Amount of optional insurance is a choice of either one (1) or two (2) or three (3) times annual salary.

Evidence of Insurability Requirements: Applicants are required to submit satisfactory evidence of insurability.

Termination: Optional Group may be terminated on at least thirty (30) days' notice or at age sixty-five (65).

Long-Term Disability Insurance

Eligibility: All regular employees with a minimum of 20 hours per week, Executive Contract Employees must participate. Contract Employees with a two or more year contract will be enrolled after the completion of 24 months of continuous service.

Termination: Your coverage terminates under the following circumstances:

- When you are no longer in an eligible class either by virtue of being transferred to an ineligible class or by termination of active full-time employment;
- When the Policy providing the coverage terminates;
- When you are on a leave of absence without pay;
- When you reach age 65.

Fifteen Week Waiting Period: The University will assume responsibility for the employee's salary, minus any statutory or comparable plans or benefits, regardless of when received, during the fifteen (15) week waiting period for benefits, provided the employee has accrued this many sick days.

Group Health, Dental and Emergency Travel

Eligibility: All eligible regular employees with a minimum of 20 hours per week, Executive Contract Employees and Contract Employees with a two or more year contract must participate in the Group Health, Dental and Emergency Travel Insurance Plan as a condition of employment.

Termination: Coverage will cease at the earlier of retirement, termination of employment or on August 31st following the employee's 68th birthday.

EFAP – Employee and Family Assistance Plan

The University offers an employee and family assistance program, delivered by Shepell-Fgi for all University employees. The program provides confidential access to professional short-term counseling, online courses and information such as an online database of childcare/eldercare resources in the community.

More information can be accessed on the HR website at:

<http://www.sfx.ca/administration/hr/staffbenefits.htm>

Accidental Death and Dismemberment Insurance (For Employees and their Dependents)

- a) Eligibility: On a voluntary basis qualified regular full-time employees may participate in this plan provided that they have not attained age sixty-five (65).
- b) Coverage: As per the terms of the policy of insurance.
- c) Termination: The insurance automatically terminates as of the end of the month following termination of employment, retirement, or attainment of age sixty-five (65). Dependent coverage terminates on the same date that the employee's coverage ceases.

Optional Critical Illness Insurance (For Employees and their Spouse)

Eligibility: All permanent, active, full-time (minimum 20 hours per week), Executive Contract Employees and contract Employees with a two or more year contract and their spouses under the age of 65 at time of application are eligible to participate.

Optional Critical Care insurance provides a "Living Benefit" that is intended to provide you and / or your spouse with a **Lump Sum** payment if you are diagnosed with one of the covered illnesses or medical conditions.

More information can be accessed on the HR website at:

<http://www.sfx.ca/administration/hr/staffbenefits.htm>

Travel Accident Insurance - University Business (Provided by the University)

Eligibility: All regular full-time employees participate in this plan provided they have not obtained the age of seventy (70).

Coverage: Accidental Death, Dismemberment or Loss of Sight up to the principal sum of \$250,000 while on University business away from the premises of the University where they are permanently assigned, per

the terms of the policy of insurance

Termination: Coverage will cease on termination of employment or immediately upon termination of the master contract between the Insurer and the University.

LEAVES

Sick Leave

The University's sick leave policy is intended to compensate employees for loss of earnings due to inability to attend University employment because of injury or illness.

What is covered

Sick leave covers absence due to illness or injury. Sick leave also includes scheduled professional examination and treatment by a qualified physician or specialist.

Entitlement, accumulation, and deduction of sick leave

Paid sick leave is available to employees with contracts of 12 months or longer. Employees with contracts of less than twelve months are not entitled to paid sick leave, but in all other respects are subject to this policy, including with regard to providing medical certificates and other information for absence due to illness or injury, as provided below.

For qualifying employees, after six (6) months of continuous service, nine (9) days sick leave shall be credited to the employee and will accrue thereafter at the rate of one and one-half (1 1/2) days for every full month an employee is employed, up to a maximum of seventy-five (75) working days. Sick leave time is earned for time worked and / or paid; it does not accrue while the employee is not actively being paid (*e.g.*, for sessional employees, over the summer).

Eligible absences shall be deducted from accumulated sick leave time by full or half-days lost.

Notification of Absence by Employee

An employee who is or who will be off on sick leave must notify his or her supervisor or department, as soon as the employee is aware that such absence will be required. Employees must indicate the expected duration of the absence, if known. Any change in the information provided must be communicated to the supervisor as soon as the employee is aware of the change.

The employee must provide the University with updated information from time to time, upon request.

Medical Documentation

The University may require the employee to provide a medical statement from a qualified physician. The University's Attending Physician's Statement on Employee Sickness Form may be required for any sick leave, regardless of the duration.

For sick leave longer than 4 consecutive days, and/or for more than 8 non-consecutive days within a year, employees *must* provide a doctor's note. HR must be given such notes for lengthy absences by the Manager or Supervisor. If for any reason an employee wishes to give the sick note directly to Human Resources, they may do so but it is still the employee's responsibility to contact the Manager or Supervisor to advise him or her of the absence.

The University may, in its discretion, require the employee to provide further medical information from a qualified physician or specialist, including diagnosis of a medically-recognized condition and/or a

prescribed treatment plan. The employee is required to adhere to the prescribed treatment plan and to provide the University with reasonable evidence of compliance, upon request.

The University reserves the right to require an independent medical examination by a physician of the University's choosing, at the University's cost.

Abuse

Where the University has reason to believe that an employee is abusing sick leave, in addition to all other powers of the University, the University may investigate the suspected abuse using all reasonable means, and/or issue to the employee a standing directive that requires the employee to submit a medical certificate in a form satisfactory to the University for any subsequent period of absence for which sick leave is claimed.

Return to Work

Prior to an employee's return to work from medically-related absence, the University may require the employee to provide a medical certificate from a qualified physician or specialist, confirming the employee's ability to return to work and describing any continuing job-related symptoms or limitations on the employee's fitness to perform his or her job responsibilities. The University may require a sufficient review period in order to assess any workplace accommodations which may be required.

The University may require further medical information prior to permitting the employee to return to work. The University may require follow up medical information after the employee has returned, as to any continuing job-related symptoms or conditions.

Personal Days

The University recognizes that with the stress of modern life and the change in workforce demographics come the added responsibilities for family concerns that may need to be addressed during the regular work week. In this regard, the University provides up to five (5) days per vacation year per employee to attend to personal matters. These days are intended to cover time needed for personal matters such as looking after sick children, elderly parents, disabled family members or other events of a serious nature that would normally require unpaid time off. These days do not accumulate and do not roll forward from one year to the next.

A pro-rated number of personal days apply to new hires, sessional employees, short-term contracts and part time employees. Employees will not be required to provide specific reasons for the paid leave, but are required to inform their Manager or Supervisor as soon as they are aware that they will require time off.

Absences shall be deducted from Personal Days time by full or half-days lost.

Bereavement Leave

In the event of the death of a spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), father, mother, brother, sister, step-child, mother-in-law, father-in-law, son-in-law, daughter-in-law, or any family member living in domicile, the employee shall be entitled to leave with pay for up to seven (7) consecutive calendar days that must include the day of the funeral. During such period, the employee shall be paid for those days which are not the employee's normal days of rest.

In the event of the death of a grandparent, grandchild, sister-in-law, brother-in-law, uncle, aunt, first cousin, nephew, niece, the employee shall be entitled to leave with pay for up to one (1) day for the purpose of attending the funeral.

If an employee is on vacation leave at the time of bereavement, the employee shall be granted appropriate compassionate leave and be credited the appropriate number of days of vacation leave.

Compassionate Care Leave

Compassionate care leave is an unpaid, maximum eight-week leave for an employee whose personal care is required for a seriously ill family member, including a spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), father, mother, brother, sister, step-child, mother-in-law, father-in-law, son-in-law, daughter-in-law, or any family member living in domicile, who has a high risk of dying within 26 weeks. An employee must have been employed by the University for more than three months before becoming eligible for compassionate care leave.

A request for compassionate care leave must be made to the University in writing, as far in advance as possible. Failure to make such a request may result in permission being denied, or the requested start date being delayed. An employee requesting compassionate care leave may be required to provide a medical certificate from a qualified practitioner, stating that the employee's family member is seriously ill and requires personal care.

The leave may be broken up into separate periods of one-week blocks, depending on the needs of the University.

Note: Employees who take all compassionate care leave at once may qualify for a six-week compassionate care leave benefit under the federal government's Employment Insurance program. Details may be found at:

http://www.hrsdc.gc.ca/en/ei/types/compassionate_care.shtml#Who

Leaves of Absence

Subject to the needs of the University and in the sole discretion of the University, an employee may be granted a non-paid leave of absence upon the approval of his or her manager or supervisor, in consultation with Human Resources, for a period of up to one year. During the period of leave the employee's position will be held open until he or she returns. These leaves cannot be requested when the employee is offered a permanent position within another area of the University.

Insured benefits, excluding Long Term Disability, may be continued for up to one year of the approved leave, subject to the Member paying the full cost, and meeting any qualifying conditions under specific plans.

Jury Duty

Employees required to serve on jury duty and/or appear as a witness under subpoena in a criminal proceeding shall not be financially prejudiced as a result of carrying out such duties. The University shall reimburse the employee for any negative difference between any remuneration or reimbursement provided with regard to such duties and the employee's normal wages.

Employees who are required to appear as witnesses in a civil or administrative matter by subpoena or similar summons shall be entitled to an unpaid leave of absence.

Pregnancy, Parental and Adoptive Leave

- (a) The University will not terminate the employment of an Employee because of her pregnancy.
- (b) A pregnant Employee, who has been employed with the University for at least one (1) year, is entitled to an unpaid leave of absence of up to seventeen (17) weeks.
- (c) The University may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date as the Employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery, and not later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the Employee determines, but not sooner than one (1) week after the date of delivery, and not later than seventeen (17) weeks after the pregnancy leave began.
- (f) A pregnant Employee shall provide the Employer with at least four (4) weeks notice of the date she will begin her pregnancy leave. Such notice may be amended by the Employee provided that the Employee provides at least four (4) weeks notice of the change.
- (g) An Employee shall not provide the Employer with less than four (4) weeks' notice of the date the Employee will return to work on completion of the pregnancy leave. Such notice may be amended by the Employee provided that the Employee provides at least four (4) weeks' notice of the change.
- (h) Where notice as required under (f) or (g) above is not possible due to circumstances beyond the control of the Employee, the Employee shall provide the Employer as much notice as reasonably practicable of the commencement of her leave or her return to work.
- (i) Where an Employee reports for work upon the expiration of the period referred to in (e) above, the Employee shall resume work in the same position she held prior to the commencement of the pregnancy leave, with no loss of service or benefits accrued to the commencement of the pregnancy leave.
- (j) While an Employee is on pregnancy leave, the Employer shall maintain coverage for medical, extended health, group life and any other Employee benefit plans and shall continue to pay its share of premium costs for maintaining such coverage during the period of pregnancy leave.
- (k) While on pregnancy leave, an Employee shall continue to accrue and accumulate service and service credits for the duration of her leave, and her service shall be deemed to be continuous. Regular vacation and paid sick leave is accrued during pregnancy leave and during the top-up period of parental leave.
- (l) Leave for illness of an Employee arising out of or associated with the Employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted

in accordance with (b) above, may be granted sick leave in accordance with the Sick Leave provisions in this Handbook

- (m) Pregnancy/Birth Leave Allowance
 - (i) An Employee entitled to pregnancy leave, who provides the Employer with proof that she has applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to the Employment Insurance Act and Regulations, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
 - (ii) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - (1) Where the Employee is subject to a waiting period of two (2) weeks before receiving E. I. benefits, payments equivalent to ninety-five per cent (95%) of her weekly rate of pay for each week of the two (2) week waiting period;
 - (2) Up to a maximum of fifteen (15) additional weeks, the Employee shall receive an amount equal to the difference between the E.I. benefits received and ninety-five per cent (95%) of the Employee's normal salary.
 - (iii) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
 - (iv) The Employer will not reimburse the Employee for any amount she is required to remit to Human Resources Development Canada.

Parental/Adoption Leave

- (a) The maximum combined pregnancy leave and parental leave to which an Employee is entitled is fifty-two (52) weeks.
- (b) An Employee who has been employed with the Employer for at least one (1) year, and who becomes a parent for one or more children through the birth of the child or children or placement of a child or children within the home through an adoption process is entitled to an unpaid leave of absence of up to fifty-two (52) weeks.
- (c) Where an Employee takes pregnancy leave (as described above), and the Employee's new born child or children arrive in the Employee's home during pregnancy leave, parental leave begins immediately upon completion of the pregnancy leave and without the Employee returning to work and ends not later than thirty-five (35) weeks after the parental leave began.
- (d) Where an Employee did not take pregnancy leave, parental leave begins on such date as determined by the Employee, coinciding with or after the birth of the child or children first arriving in the Employee's home, and ends not later than fifty-two (52) weeks after the child or children first arrive in the Employee's home.

- (e) Notwithstanding (c) or (d) above, where an Employee has begun parental leave, and the child to whom the parental leave relates is hospitalized for a period exceeding, or likely to exceed one (1) week, the Employee is entitled to return to and resume work in the position held immediately before the leave began. The Employee is entitled to only one (1) interruption and deferral of each parental leave.
- (f) The Employee shall give the Employer at least four (4) weeks notice of the date the Employee will begin parental leave.
- (g) The Employee shall give the Employer at least four (4) weeks notice of the date the Employee will return to work upon completion of the parental leave.
- (h) Where an Employee reports for work upon the expiration of the period referred to in (b) above, the Employee shall resume work in the same position she held prior to the commencement of the parental leave.
- (i) While on parental leave, an Employee shall continue to accrue and accumulate service for the duration of her leave, and her service shall be deemed to be continuous. Regular vacation leave is accrued during parental leave paid top-up period.
- (j) While an Employee is on parental leave during the ten (10) week top-up period, the Employer shall maintain coverage for medical, extended health, group life and any other Employee benefit plans and shall continue to pay its share of premium costs for maintaining such coverage during the period of parental leave.
- (k) The Employer shall notify the Employee of the option and the date beyond which the option referred to in (j) above may no longer be exercised at least fourteen (14) calendar days prior to the last day on which the option could be exercised to avoid an interruption of benefits.
- (l) Where the Employee opts in writing to maintain the benefit plans referred to in (j) above, and where applicable, the Employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plans, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.

Parental and Adoption Leave Allowance

- (a) Employees who take pregnancy leave and continue on to take parental leave will be eligible to receive an amount equal to the difference between the E.I. benefits received and ninety-five per cent (95%) of the Employee's normal salary to a maximum of ten (10) additional weeks.
- (b) An Employee entitled to parental leave for the purpose of adoption, or a spouse entitled to parental leave, and who provides the Employer with proof that she/he has applied for, and is eligible to receive Employment Insurance shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- (c) In respect to the period of parental leave, payments made according to the S.E.B. Plan will consist of the following:

- (i) Where an Employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to ninety-five per cent (95%) of normal salary for the two (2) week waiting period;
- (ii) For up to a maximum of eight (8) additional weeks, the Employee shall receive an amount equal to the difference between the E.I. benefits received and ninety-five per cent (95%) of the Employee's normal salary.
- (d) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly
- (e) The Employer will not reimburse the Employee for any amount she/he is required to remit to Human Resources Development Canada.

Paternity Leave

An employee shall be granted special leave of one (1) day with pay either on the day of or following the birth or adoption of the employee's child.

Study Leave

As the operations of the University expand and become more complex, the University may, in its discretion, selectively encourage employees to seek further post secondary education study or project experience. Such study or project work must directly complement the employee's job responsibilities at the University.

To be eligible employees must:

- for an initial application, have completed a minimum of five years continuous service;
- for a second or subsequent application, have completed six years of continuous service since the last period of study leave.

The application should result from annual work planning within a department and be made not less than six (6) months prior to the start of the leave and must be in writing to the senior administrator responsible for the department in which the applicant is employed. The application must specify the course of study or project which will be undertaken and the period of leave which is being requested. The agreement of the immediate supervisor must accompany the application. The senior administrator will submit a recommendation for the application to the Human Resources office. Human Resources will respond to the applicant with the University's decision.

When study leave is granted, it shall be for a period of up to twelve (12) consecutive months.

Earned salary adjustments, full pension and insurance benefits will be maintained while an employee is on study leave.

The salary support provided will be seventy-five percent (75%) and may be increased to one hundred percent (100%) at the rate of eight and one-third percent (8.33%) per annum for each year that the applicant is willing to commit to remaining in the employ of the University following completion of the period of leave.

A two-year subsequent service requirement is a condition of the study leave. Upon the employee's return to employment following a study leave, 50% of all costs incurred by the University, as a result of such leave, will be forgiven for each full year, for a total reimbursement following two service years. Should the

employee not return to the University following completion of the period of leave, or leave the University prior to completing two years of service following leave, the employee will be required to reimburse the University on a pro rata basis for the costs incurred as a result of the Study Leave. The employee shall, prior to receiving permission for study leave, acknowledge the obligation to pay back, on a pro rata basis, any costs incurred by the University as a result of the employee's study leave, in the event that the two year subsequent service requirement is not completed.

Vacations

The vacation year is July 1st to June 30th.

New Hires:

- Paid vacation time is a benefit for all full-time contracts of twelve (12) months or longer
- Vacation entitlement for full-time employees in the first year of employment is calculated on a pro-rated basis from start date until the next June 30th as follows:
 - $(\# \text{ of annual vacation days } / 12) \times (\# \text{ of full months worked from date of hire until June } 30^{\text{th}})$
- This prorated number of vacation days is available for immediate use, subject to the needs of the workplace and managerial approval.
- Subsequent vacation years begin on July 01st with a "full-bucket" of annual vacation leave to be used, minus 5 paid days required to be held for the University's Christmas break.
- Paid vacation time is earned; it does not accrue while the employee is not actively being paid (*e.g.*, for sessional employees over the summer).
- Should any employee leave the University's employment having taken more vacation time than earned in that vacation year, the overage amount will be withheld in the final pay.

Subject to any variation in an employee's contract of employment, entitlement to vacation after the first June 30th following the date of hire is normally calculated as follows:

- a) Less than three (3) years of service on July 1: one and one-quarter ($1 \frac{1}{4}$) days per month vacation for each month of service to accumulate to a maximum of fifteen (15) working days, including five (5) working days at Christmas.
- b) More than three (3) years of service but less than fifteen (15) years of service on July 1: one and two-thirds ($1 \frac{2}{3}$) days per month vacation for each month of service to a maximum of twenty (20) working days, including five (5) days at Christmas.
- c) More than fifteen (15) years of service but less than twenty-five (25) years of service on July 1: two and one-tenth ($2 \frac{1}{10}$) days per month vacation for each month of service to a maximum of twenty-five (25) working days, including five (5) days at Christmas.
- d) More than twenty-five (25) years of service on July 1, two and one-half ($2 \frac{1}{2}$) days per month vacation for each month of service to a maximum of thirty (30) working days, including five (5) days at Christmas.

Usage and Banking of Vacation Time

- Vacation entitlement shall be monitored by the manager or supervisor of the department.
- Scheduling of vacations is administered by the manager or supervisor of the department, and subject to the needs of the workplace.
- Vacation entitlement must be taken in the vacation year in which it becomes due, and there shall be no carry over or banking of vacation time except as approved in writing by an employee's supervisor, such approval to be given only in exceptional circumstances. While employed at the University, there will be no payout of vacation accrual, or pay in lieu of vacation entitlement not used, under any circumstances.

- Temporary or casual employees are not entitled to paid vacation time; however, they will receive vacation pay as provided for by the *Labour Standards Code*.

Holidays

Statutory and other holidays will be observed as follows:

 New Year's Day (statutory)	 1 st Monday in August
 First Monday of University Students' mid-term break	 Labour Day (statutory)
 Good Friday (statutory)	 Thanksgiving Day
 Victoria Day	 Remembrance Day
 Canada Day (statutory)	 Christmas Day (statutory)
	 Boxing Day

The current University Holiday Schedule is available on the [HR website](#).

All permanent full-time University employees and employees on full-time contracts of twelve (12) months or longer are entitled to be paid for all declared University holidays.

Employees who are required to work on holidays shall have the option of:

- working the hours at the wage of time and one-half (2.5 x rate for statutory holidays);
- taking a regular working day and a half off in lieu, with pay (2.5 x time in lieu for statutory holidays)

Temporary employees will be paid for statutory holidays according to the NS Labour Standards Code.

TUITION CREDITS

Tuition Credit – Children/Spouse

A regular, full-time Employee's dependent children and/or spouse are eligible to receive a tuition credit equivalent to one-half (1/2) full tuition during the period September 1 to August 31. This tuition credit only applies to those children and/or spouse who are in good academic standing for their first undergraduate degree, not including a Bachelor of Education.

Employee

- (a) Full-time Employees are eligible to receive full tuition credit for any credit course whether it is job related or not to a maximum of 12 credits during the period September 1 to August 31.
- (b) If the course(s) applied for will interfere with the Employee's regular scheduled work week, Manager or Supervisor's approval is also required in writing with a copy to Human Resources. Human Resources will advise the Employee of approval.

PERFORMANCE MANAGEMENT

University employs a performance management system which helps to ensure the success of employees in their roles on campus. This process is an important factor in our ability to continue to deliver Canada's Premier Undergraduate Experience. StFX Human Resources believes that performance management is also a significant career development benefit to all employees and managers. It provides for purposeful and regular two-way conversations between managers and employees that focus on the communication of job expectations, performance feedback and formal assessment.

Performance management helps to:

- align individual work with center/department and organization goals
- align individual behaviours with competencies required for employee and organizational success
- provide opportunities for employees and supervisors to seek and receive honest, balanced feedback in order to achieve their full capabilities
- provide information to the employee on how they contribute to organizational success

Annual performance reviews for all employees usually take place before July 01st each year.

Probationary performance reviews are required for all employees in new positions at the end of their probation periods.

The guidelines above focus on the formal probation and annual review and documentation process but Performance Management is an ongoing, daily approach and process. Performance discussions may and should occur throughout the year.

[Performance Review Forms and other Performance Management Resources](#) are available on the HR website.

Promotion and Internal Selection

In the selection of existing employees to fill open positions, the University will carefully consider education, experience, skill sets, knowledge and past performance. The University is not required to post vacancies internally prior to seeking qualified external candidates. Employees selected for promotion will serve a probationary period.

TRAVEL REIMBURSEMENT

The University will reimburse employees travelling on university business for all reasonable out-of-pocket expenses incurred in such travel, provided such expense has been approved in writing in advance by the employee's manager or supervisor.

Employees' claims for reimbursement must be approved in writing by the appropriate supervisor and submitted to the Business Office. The full Travel Policy and Procedure can be found on the Finance Services website at: <http://www.stfx.ca/campus/admin/accounting%2Dservices/>

EMPLOYEE RELATIONS

Leadership

Managers and supervisors shall encourage and coach employees to achieve quality results, safely, cost effectively and efficiently.

Employee Appreciation Day

The University formally recognizes and thanks all of its non-faculty employees in the Spring each year at a pre-planned Employee Appreciation Day. A service recognition ceremony takes place and all employees of the University are invited to attend. Employees with ten (10) and twenty-five (25) years of service as of May 1st and retirees since the last ceremony are recognized for their contributions to the University.

Conflict Resolution

In order that employees may be assured of the prompt and reasonable consideration of their concerns and issues regarding the University workplace, the following means of review and appeal are available for purposes of conflict resolution.

An employee's or group of employees' problems or concerns regarding departmental rules, regulations, working conditions, or their application in individual circumstances, or any other alleged breach of this Handbook, can be taken up through the following Conflict Resolution Process.

Job Evaluations are not subject to this Conflict Resolution Process.

Conflict Resolution Process:

Step 1: The employee must discuss the complaint with his or her supervisor within two (2) working days of the date of the incident giving rise to the complaint.

Step 2: If the complaint is not resolved under Step 1, the particulars of the complaint must be reduced to writing and submitted to the supervisor within five (5) working days of the date of the incident giving rise to the complaint. The supervisor will forward a copy of the written complaint to the HR Department. The HR Department will investigate the complaint fairly and as thoroughly as is reasonable in the circumstances. The HR Department may delegate investigative tasks to an appropriate party, such as the employee's supervisor. The investigation may include, as the HR Department deems necessary, reviewing written materials, receiving evidence, verbal or written consultations with relevant persons and the employee's response to relevant evidence. The HR Department shall make best efforts to provide the employee with a timely decision. The decision may be verbal or written and will include an outline of the complaint, the steps taken to investigate the complaint, a summary of relevant evidence and the University's decision regarding the complaint.

Time Limits:

If time limits, including any extensions as agreed, are not met by the employee, the complaint will be considered abandoned.

The University reserves the right to decline to apply this Conflict Resolution Process in situations where a complaint is also pursued through another avenue.

HUMAN RIGHTS

Non-Discrimination: It is the policy of the University to encourage an environment of equality and equity in every aspect of University life. The University does not discriminate, according to the *Human Rights Act* of Nova Scotia, against any person because of age; race; colour; religion; creed; sex; sexual orientation; physical disability or mental disability; an irrational fear of contracting an illness or disease; ethnic, national or aboriginal origin; family status; marital status; source of income; political belief, affiliation or activity; or, an individual's association with another individual or class of individuals having such characteristics.

Please see the [StFX Discrimination and Harassment Policy](#) for further information.

For assistance contact either the HR Department or the University Human Rights and Equity Advisor.

Bullying and Violence in the Workplace

The University endeavours to provide its employees and students with a safe, comfortable working environment, free from harassment, bullying and intimidation. It is the goal of the University to promote a safe, respectful and productive work environment in which to deliver quality academic programs and administrative services. To this end, the University will not tolerate, condone or ignore **threatening or violent behavior and/or bullying** in the workplace. Please refer to the Human Resources policy on Threatening or Violent Behaviour and Bullying in the Workplace (HR Policy #103) on the HR website:

<http://www.sfx.ca/administration/hr/policies.htm>

Sexual Harassment

The University seeks to prevent sexual harassment of its students, faculty and staff.

Please see the [StFX Discrimination and Harassment Policy](#) for further information.

For assistance contact either the HR Department or the University Human Rights and Equity Advisor.

OCCUPATIONAL HEALTH AND SAFETY

The University employs a Health and Safety Officer. All issues concerning occupational health and safety should be directed to the University's Health and Safety Officer. Contact details and further information may be found on the University's Occupational Health and Safety Website:

<http://www.sfx.ca/campus/admin/health-safety/>

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY (F.O.I.P.O.P.)

Nova Scotia's *Freedom of Information & Protection of Privacy Act*

In 1993 the province of Nova Scotia enacted its own *Freedom of Information and Protection of Privacy Act*. On November 23, 2000 Nova Scotia post-secondary institutions fell under the jurisdiction of the Act.

What is the purpose of the Act?

The purpose of Nova Scotia's *Freedom of Information and Protection of Privacy Act* is to make public bodies, including the University, more open and accountable to the public in the way they acquire, use and disclose information, and also to ensure the protection of personal information held by public bodies. The *Act* belongs to the human rights category of legislation. It gives individuals rights regarding their own personal information and requires accountability from public bodies. Among other things, the *Act* allows individuals to both examine and request corrections to their own personal information held by public bodies.

How are the purposes of the Act achieved?

These purposes are achieved in a number of ways, including:

- By giving the public a right of access to records in the custody and control of the University, subject only to limited and specific exemptions. This set of exemptions includes both mandatory and discretionary exemptions.
- By ensuring appropriate collection, use and disclosure of personal information, including personal information about employees and students, by the University.
- By ensuring that the University collects personal information only when necessary, and uses and/or discloses personal information only for the same purposes for which it was collected, or with consent, or when otherwise required by law.
- By giving individuals a right of access to personal information held by the University about themselves.
- By specifying limited exemptions to the right of access.
- By giving individuals a right to request correction of personal information about themselves held by the University.
- By providing an independent review of decisions made by the University with regard to the collection, use and disclosure of personal information, and with regard to allowing public access to University records.

The *Act* also provides the opportunity for members of the public to request information held by the University, making public bodies directly accountable to each citizen. This facilitates informed public participation in policy formulation, ensures fairness in University decision-making and permits the airing and reconciliation of divergent views.

A complete copy of the Nova Scotia *Freedom of Information and Protection of Privacy Act* is available on the StFX web site at: <http://www.stfx.ca/administration/foipop>

Any questions may be addressed to the University's FOIPOP Officer.

Employee Obligations

All University employees are bound by the provisions of the *Act* in the execution of their duties. Employees must be aware that any record in the possession of the University, including but not limited to electronic communications and paper documents, may be subject to public disclosure in response to a Freedom of Information request. Records and communications generated by employees should not be considered private or confidential, except pursuant to certain limited restrictions in the *Act* on the right of public access to University records.

Any questions about whether a document or other record may be properly considered private or confidential should be addressed to the University's FOIPOP officer.

All University employees must be aware that personal information held by the University about any individual, including such things as name and contact information as well as more sensitive information, is subject to the restrictions in the *Act* regarding collection, use and disclosure. Employees must not collect personal information about any individual unless it is necessary for the University's operation.

Employees who collect or otherwise deal with personal information about any individual, including students and other employees, must take adequate measures to ensure that the personal information is safe from unauthorized access by any other employee, student, or third party. Employees must further ensure that such personal information is used only for the purposes for which it was collected, or with written consent of the individual, or in accordance with a legal requirement. Employees must further ensure that such personal information is disclosed to third parties only for the purposes for which it was collected, or with written consent of the individual, or in accordance with a legal requirement.

Any questions about whether personal information may be collected, used or disclosed should be addressed to the University's FOIPOP officer.