

Waterloo Co-operative Residence Incorporated

Personnel Policy

As approved by the General Manager,
and incorporating all changes through:

15 February 2008

*(Note that, in this policy, the masculine shall include the
feminine and the singular shall include the plural)*

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Revision History

Date	Revisionist	Summary of Changes
08 February 1997	WCRI	Policy Change
16 December 2001	Russ Wong	Template Update
08 June 2002	Russ Wong	Policy Change: 'fag' replaced with 'COW' or 'co-operative work credit'
10 August 2002	R. Spano	Policy Change
10 April 2007	Laura Reidel	References to Board of Directors modified to reflect General Manager's jurisdiction over this policy. References to kitchen staff and Weaver's Arms staff removed. Job summaries were removed
15 February 2008	C. Hubbard	Holiday changes re: Family Day

External Cross-references

Section(s)	Policy/Section Referenced	Referencing Policy	Section(s)

Part 1: Definitions

Part 2: Classifications of Positions

The Co-op shall hire such full-, part-time, and casual employees as necessary to supplement the COW labour of the members to a level that is required to run the organization effectively.

All employees are classed under one of the following classifications: **Permanent Full-time; Temporary Full-time; Regular Part-time; Regular Casual Employees; and Semester Part-time Employees**

2.1 Permanent Full-time Employees

Permanent full-time employees may be paid on an hourly or salary basis

2.2 Temporary Full-time Employees

Temporary full-time employees are paid on an hourly basis and include the summer work crew.

2.3 Regular Part-time Employees

Regular part-time employees are paid on an hourly basis.

2.4 Semester Part-time Employees

Semester part-time employees are paid in a variety of ways and include Division Managers, and the toadlane Editor.

2.5 Regular Casual Employees

Regular casual employees are paid on an hourly basis. These employees are hired to do unskilled work of a short duration, or as substitutes for full-time employees during annual leave or sick-leave periods.

Part 3: Remuneration and Hours of Service

3.1 Salary Scales and Wage Rates

The General Manager shall set the salary scale or wage rate for all positions. Salary scales and wage rates are based on the following factors: kind of work and level of responsibility, salaries or wages paid in private industry, cost-of-living, promotion opportunities, and working conditions. Salary scales and wage rates shall remain confidential.

3.2 Merit Increases

Annual salary scale increases are considered on the basis of meritorious service in the previous year. Scales are reviewed annually by the General Manager and may be adjusted for cost of living or to reflect industry standards. The General Manager will determine the value of a salary increase in compliance with corporate budget constraints and the results of an annual performance review for the employee.

3.3 Merit Bonus

An employee may be granted a bonus for exceptional service during the previous fiscal year. As a guideline, the bonus will be for achievement beyond the normal expected job function. The General Manager will determine when bonuses will be applicable and the value of bonuses.

3.4 Working Hours and Breaks

The workweek for full-time employees of the Co-op is defined as follows:

- a) For office and maintenance staff: thirty-five (35) hours per week, not including lunch periods but including evening and weekend time. The office will be open Monday to Friday from 8:30 a.m. to 4:30 p.m., but closed for lunch 12:00 noon to 1:00 p.m. As an exception, the office will be open throughout the day at times when payments or occupancy fees are due. In addition, staff working a full day are entitled to a 15 minute break in the morning and a 15 minute break in the afternoon.
- b) Request for exceptions to the normal workweek will be made to the General Manager. The General Manager shall decide based on stated reasons whether the exception will be allowed.

3.5 Pay Periods

Full-time permanent, full-time temporary, regular part-time, and regular casual employees are paid bi-weekly.

All other classes of employees are paid either on an hourly or a sessional basis, and are paid periodically in accordance with their position.

At the discretion of the General Manager, time sheets may be required for all classes of employee, except for the positions of Division Manager and toadlane Editor.

3.6 Compensation for Overtime

Permanent full-time employees shall be compensated for approved overtime as follows. The General Manager must approve all overtime.

- a) Employees may maintain a fluctuating float of a maximum of twenty (20) hours of overtime without prior approval of the General Manager. Employees will maintain monthly Overtime Tracking Sheets, which will be monitored by the General Manager. The General Manager must approve, in advance, overtime amounts in excess of twenty (20) hours. Emergency overtime performed by maintenance personnel will be reviewed after the fact, on an exception basis. Employees will be expected to reduce all accumulated overtime to a zero base by the end of each four-month period in concert with the Fall, Winter, and Spring residence terms.
- b) Approved overtime will be compensated by an hour off for an hour worked or, at the discretion of the General Manager, at the hourly rate of pay for that employee. Where the overtime hours result in an employee working in excess of forty-four (44) hours in any given week, the hours in excess of forty-four (44) will be compensated at one and one-half (1½) hours, in accordance with the Employment Standards Act.

Part 4: Employee Benefits and Privileges

The Co-op provides benefits to its permanent full-time employees. The General Manager may add other benefits from time-to-time.

4.1 Schedule of Benefits

The following benefits are offered as a package. An informational booklet shall be provided to each employee.

- a) Group life insurance
- b) Long-term disability income guarantee plan, including contribution to pension
- c) Accidental death and dismemberment coverage
- d) Dependents' life coverage
- e) Group paid-up insurance coverage (retirement benefit)
- f) Extended health coverage, including vision care, dental care, prescription drugs, specialty health practitioners and out-of-province hospitalization and emergency care.

- g) Pension plan.

4.2 Statutory Holidays and Floaters

The following statutory holidays shall be paid holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day.

In addition, Family Day, Easter Monday, Civic Holiday, and two (2) discretionary days per calendar year shall be granted as paid holidays to the employee.

If a holiday falls on a Saturday or a Sunday, the holiday shall be observed on the Friday before or Monday after, at the discretion of the General Manager. Employees required to work on a holiday shall be compensated at the rate required by the Employment Standards Act.

All permanent full time employees are entitled to two floater days per calendar year. These days enable staff to take time when needed for personal business or emergencies requiring time off. Staff should pre-arrange if possible with the General Manager or immediate supervisor to take floater days. For example, staff may require a floater day to: move residence; attend a medical appointment longer than two hours; observe a religious holiday; attend a funeral, look after a sick family member; attend to personal business. Floater days are not intended to be an extension of vacation time.

4.3 Vacation

In the first twelve (12) months of employment, permanent full-time employees shall earn vacation at a rate of four percent (4%) or two weeks. Commencing with the second year of service, permanent full-time employees are entitled to three (3) weeks of paid vacation per year. Commencing with the sixth year of service, permanent full-time employees shall receive four (4) weeks of paid vacation per year. Commencing with the 15th year of service, permanent full-time employees shall receive five (5) weeks of paid vacation per year.

Vacation time shall accrue on a twelve (12) month calendar basis. The entitlement starts with the employment commencement date and is pro-rated to the end of the first calendar year. Time accrued within any year must be taken prior to the end of the third month following the year end or be lost. Any exception must have the prior written approval of the General Manager.

Employees may take vacation time off during any part of the calendar year, with the approval of the General Manager. In cases where is a possibility of operational disruption, requests shall be granted first according to the best interests of the Co-op, then in order of seniority.

All classes of employee other than permanent full-time shall receive vacation compensation as follows: 4% in the first twelve (12) months of employment; 6% commencing with the 2nd year of service; 8% commencing with the 6th year of service; 10% commencing with the 15th year of service.

Vacation leave shall not accrue to an employee who is on any type of leave-of-absence without pay.

4.4 Jury Duty and Subpoenas

If a staff member is required to serve jury duty, or is subpoenaed to appear in court, the General Manager must be advised of the dates to be absent from work. All full-time employees will receive full salary for that period. If, however, you receive compensation from other sources for that time, you are required to turn it over to WCRI.

All benefits an employee is entitled to through the group insurance plan continue while absent for this reason. WCRI will continue to pay the premiums that are normally paid by the employer.

Part-time or seasonal employees will not receive salary or benefits for this period.

4.5 Leave Maternity/Paternity

An employee who has completed six (6) months of continuous employment is eligible for and shall be granted, upon request of the employee, a maternity or paternity leave of fifty-two (52) weeks or less during the period immediately preceding and/or following the birth of a child. Such leave shall not commence more than five (5) months prior to the projected date of the birth. Such leave shall also be granted for the adoption of a child and/or co-parenting in a same-sex relationship. The General Manager must approve the leave at least one (1) month in advance.

Upon returning to work the employee will be reinstated with the same seniority and will receive the same rate of pay. However, re-location to a different position, department or office may be required. In addition the employee shall be paid two (2) weeks of wages.

All the entitled benefits, such as health and dental coverage, through the group insurance plan continue during maternity/paternity leave. Employees shall not be compensated for statutory holidays or other paid holidays while on leave.

4.6 Clothing Allowance

The Co-op shall provide annual clothing allowances to the following groups of employees, in the amount indicated and under the requirements listed:

- a) Maintenance staff: \$300.00 per year maximum for suitable work-wear. Receipts must be presented to obtain reimbursement. Maintenance staff are required to wear "Green Patch" safety footwear at all times while working. This allowance does not apply to summer work crew employees.
- b) The allowance will be allocated on a calendar year basis. New employees will qualify for a portion of the allowance pro-rated to the number of months worked in the year.

4.7 Education and Training

WCRI will cover 100% of the cost of pre-approved courses or seminars, including university and college programs.

To be reimbursed for this training the employee must do the following:

- a) Provide the General Manager with a description of the course or seminar. The course should fit the career development and training plans established during your Performance Planning and Review process.
- b) When the course has been completed, the employee must submit receipts for tuition and materials along with proof of successful course completion to the General Manager. Successful completion means a passing grade or a course certificate.

The course credit will be added to the employee's personnel file.

4.8 Expense Reimbursement

Employees of the Co-op shall be reimbursed for expenses incurred by them while attending functions as authorized representatives of the Co-op, as follows:

- a) Travel expenses: Travel expenses shall be reimbursed at a rate to be set by the General Manager from time-to-time
- b) Accommodation: Employees shall be compensated for accommodation expenses to a level determined by the General Manager. Each occurrence shall be dealt with on an individual basis.
- c) Meals: Expenses for meals shall be compensated to a level determined by the General Manager. Each occurrence shall be dealt with on an individual basis.
- d) Other expenses: All employees' expenses incurred in the course of performing services for normal day-to-day operations of the Co-op (e.g. transport) shall be reimbursed at the discretion of the General Manager.

4.9 Sick Leave

All full-time employees shall be entitled to one (1) day of paid sick leave per month. Paid sick leave shall normally be cumulative to a maximum of fourteen (14) days, as the Co-op's weekly Indemnity Plan begins to pay benefits on the fifteenth day of absence for illness. However, it is recognized that an employee may be ill for two (2) or more short periods a year, which may total more than fourteen (14) days in the year. Therefore, employees shall be allowed to accumulate "negative" sick days (i.e. they shall be allowed to owe the Co-op up to fourteen (14) sick days). These negative sick days shall be deducted from subsequent sick days earned. If an employee owes the Co-op sick days upon the termination of employment, they shall be deducted from the employee's termination pay.

Employees absent due to illness for three (3) or more consecutive days may be required to submit a doctor's certificate to qualify for pay during the absence period.

Employees absent due to illness for three (3) or more working days in a calendar month may also be required to submit a doctor's certificate to qualify for pay during the absence period.

Employees shall call in sick to the office as early in the day as possible, so that a replacement may be found if necessary. The employee shall receive sick pay only if the office is so notified. As soon as possible, the employee shall notify the office of the anticipated length of the illness.

An employee may be sent home by the General Manager or department head, with pay, if they are ill; this shall count as a sick day.

Upon retirement from the Co-op, employees shall be paid half their accumulated sick leave - to a maximum of seven (7) days - as a retirement benefit. This is not payable if employment ceases prior to qualification for retirement benefits.

4.10 Miscellaneous Leave

Employees may take part days off without loss of pay for doctor appointments or similar instances, but the General Manager must authorize them in advance. Every effort shall be made to schedule medical appointments, etc., outside of normal working hours.

Full-time employees shall be paid for days lost should weather conditions make it impossible to arrive at work, or for part days lost should weather conditions forces an early leaving time. In the first instance, every effort must be made to notify the office should such an absence be necessary.

Full-time employees shall be granted a minimum of (3) days off with pay in the case of a death in their immediate family, (the immediate family includes spouse, parents, grandparents, brothers, sisters, and children). These days must be taken within one month of the death, or by the approval of the General Manager.

Part 5: Hiring

Employees shall be hired on the basis of skill, co-op experience, and the ability to get along with fellow employees and the Co-op's members. The person best filling these qualifications shall be hired regardless of race, colour, sex, sexual orientation, religion, or age.

5.1 Hiring Committee

The General Manager shall be responsible for hiring individuals for all employee classifications.

5.2 Restrictions on Eligibility

Resident members of the Co-op are prohibited from being eligible to hold permanent full-time and regular part-time positions.

5.3 Recruitment Procedure

All permanent full-time and regular part-time positions that are available shall be advertised as appropriate to attract applications from the entire spectrum of the community. Advertising shall include any or all of the following, as applicable: announcements sent to community agencies, announcements sent to colleges and universities, announcements sent to government and/or private employment services, newspaper advertisements, and announcements sent to other co-operatives.

Semester part-time jobs shall be advertised in a manner that the General Manger sees fit.

All notices and ads shall describe the job available and its responsibilities and state the person to contact for information, and the closing date for applications.

5.4 Applications

All applications for candidates interviewed shall be kept on file by the General Manager for two (2) years for persons not hired. Applications of persons employed shall be kept in their personnel file by the General Manager for five (5) years after their departure from the Co-op.

Applications shall be kept confidential, and shall be available to only the hiring committee.

5.5 Probationary Period

A minimum three (3) month probationary period shall be established for all new employees. During the probationary period, the employee shall not be entitled to notice of termination or pay in lieu of notice should the Co-op wish to discharge the employee, nor shall any notice be expected to be given by the employee to the Co-op should the employee wish to resign.

At the discretion of the General Manager, the probationary period may be extended for one (1) additional three (3) month period, by which time a decision to dismiss or retain the employee must be made. Employees dismissed during an extended probation will receive one (1) week of notice of termination or pay in lieu of notice, as specified by the Employment Standards Act.

Part 6: Evaluations and Reviews

All permanent full-time and regular part-time employees shall be formally evaluated through an approved Performance Evaluation Procedure, on an annual basis. The performance evaluation is to be conducted in months of November and December for that calendar year.

6.1 Responsibility for Conducting Evaluations

Performance evaluation of permanent full-time employees is the responsibility of the General Manager.

Performance evaluation of temporary full-time and regular casual employees shall be done at the discretion of the General Manager in a manner determined by the General Manager in consultation with other supervisory staff as applicable.

6.2 Evaluation Procedure

Performance evaluation results shall be maintained on file by the General Manager. Any employee has the right of access to their personnel file at any time, under supervised conditions.

Disputes arising from the Performance Evaluation Procedure shall be arbitrated under the guidelines established in Part 8.

New permanent full-time and regular part-time employees are subject to an initial three (3) month probationary period. Should a probationary period be extended as per section 5.5, additional performance evaluations will be

conducted at the conclusion of the new probationary period. Thereafter, evaluations will be completed on an annual basis at the regular evaluation time.

Part 7: Discipline and Dismissals

7.1 Discipline

If there is a problem with the employment situation, the Co-op will strive to follow the procedures set out in this section. There may be situations in which it is not practical to follow such procedures, such as where the problem requires immediate corrective action or “just cause” for termination exists as described in Part 7, section 2. In such cases, one or more of the procedures may be varied or skipped.

If there is a problem with the employment situation, the employee will be advised by a verbal warning. This discussion will be directed at identifying the specific issues of concern, developing strategies to correct them, and establishing a date on which the situation will be re-evaluated. This discussion will be noted in the employee file as an “Employee Warning”. At the re-evaluation, if the situation has improved and been corrected, no further action will be taken.

If insufficient improvement is found, the next step will be a written warning. Again, the issues will be identified and steps outlined to correct the problems. Greater supervision and further help will be offered, and a date set to evaluate progress. The warning will also note that subsequent evidence of insufficient improvement will result in termination of employment. This warning will be copied to the personnel file as a second “Employee Warning”.

At the third meeting, if improvement is evident and can be expected to continue to the necessary level of performance, no further action will be taken at that time. If there is again insufficient improvement, a final written warning will be issued stating that the specified improvement is expected by a certain date, and if this expectation is not met, the employee will be dismissed. A copy of this memo will be placed in the employee file.

The final meeting will either acknowledge improvement or result in dismissal.

7.2 Dismissal

During the initial three (3) month probationary period, or at the end of that time, an employee may be terminated with no notice given or expected, and without following the procedure outlined above. During the extended three (3) month probationary period, if any, or at the end of that time, an employee may be terminated with one (1) week of notice of termination or pay in lieu of notice without following the procedure outlined in section 1.

In the event of dismissal for just cause, no prior notice need be given. “Just cause” is serious misconduct on the part of the employee, including but not limited to fraud, theft, alcoholism or drug abuse affecting job performance, excessive absenteeism without notice, conflict of interest, breach of confidentiality, misrepresentation of qualifications, serious incompetence, insubordination or misconduct, or grounds for termination of employment by the Co-op without notice or pay in lieu under any applicable written employment contract with the employee.

Part 8: Grievances by Employees

All employees of the Co-op are directly or indirectly accountable to the General Manager. The General Manager shall supervise all employees directly, or indirectly through other supervisory staff.

Any employee who feels he has a cause for grievance is encouraged to discuss the matter with his immediate supervisor. When the General Manager is not the immediate supervisor, intervention by the General Manager shall occur only after an attempt to solve the issues is made by the grievor and the grievor’s immediate supervisor.

The grievance procedure, herein outlined, applies to all matters of dispute which have not resulted in the voluntary or involuntary termination of employment of the employee.

8.1 Grievance Committee

Failure to resolve the grievance at the Personnel Committee level shall result in the creation of an ad hoc Grievance Committee for the purpose of mediation. The Grievance Committee shall comprise one (1) representative chosen by the Personnel Committee, one (1) representative chosen by the Griever, and one (1) representative chosen with the mutual consent of the first two representatives.

8.2 Grievance Procedure

Within a ten (10) day period following the formation of the Grievance Committee, the Committee shall meet with all parties concerned for the purpose of hearing all matters relevant to the nature of the grievance. The Committee, once satisfied that all relevant opinions have been expressed by all parties concerned, shall convene a closed session for the purpose of formulating a recommendation in the matter. The results of the Committee's deliberations shall be presented in writing to the General Manager.

The General Manager or the Griever, if not satisfied with the recommendation(s) of the Grievance Committee, may take further action, as deemed fit.

The recommendations of the Grievance Committee shall not be binding on either party. In addition, neither party shall disclose to any person or use for any purpose (other than the mediation to be conducted by the Grievance Committee) any information, documents, or statements made in the course of mediation, without the written consent of the other party. The Griever and the Co-op shall each sign a written acknowledgement to this effect at the time the Grievance Committee is struck.