

University of  
Lethbridge



# **EXEMPT SUPPORT STAFF MANUAL**

Effective May 25, 2015

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# 1.0 Policy Development Guidelines

## PRINCIPLE

The nature of the employment of Exempt Support Staff (ESS) focuses directly on the individual's contribution to the achievement of results that are critical to the success of the University. For the purposes of this document, 'Employees' shall be taken to mean 'ESS Employees.'

The nature of employment involves dealing with confidential information relevant to the Human Resources and labour relations policies and programs of departments and/or the University. It also represents a unique employment relationship directly related to the specific requirements of the employee's department.

One of the challenges faced by the University is to be responsive to changing conditions and priorities. In order to meet the challenges of the future, ESS employees will need to continuously enhance their capabilities. In support of this expectation, the University has developed a set of policies and procedures outlining the terms and conditions of employment for Exempt Support Staff. The University endeavors to contribute to an environment that supports continuous learning and development.

ESS terms and conditions of employment apply to probationary, continuing, term, sessional and casual employees and are set out in this ESS Policy and Procedure Manual. The written policies should increase understanding, eliminate the need for personal discretion on matters of University-wide policy, and help to ensure uniformity and fairness throughout the University.

### Amendments to the Manual

This manual will continue to evolve and to be improved through input from those that use it. Each year prior to March 31st the Exempt Support Staff will meet with the Associate Vice-President, Human Resources & Administration (AVP-HR) to discuss the contents of the manual. This will allow the practice of incorporating established practices into the manual. Assistance with interpretation of policies and procedures can be provided by the employee's supervisor or Human Resources.

The AVP-HR is responsible for updating the manual and providing recommendations to the Vice President (Finance & Administration), who will in turn provide recommendations to

- President's Executive, for changes which are not related to compensation.
- Board Compensation Committee, for changes which are related to compensation.

## EXEMPT SUPPORT STAFF DESIGNATION (ESS)

Exempt Support Staff (ESS) are identified as Support Staff who occupy positions that are engaged in the administration of confidential Human Resource policies or Human Resource programs involving confidential information relevant to labour relations. The designations of such positions are made by the President on the recommendation of the Associate Vice-President Human Resources & Administration. Typically this group will include support staff assigned to the Offices of the President, Board of Governors, Vice Presidents, Associate Vice-Presidents, and Human Resources. For the purposes of this document, they are referred to as employees.

## 2.0 Employee Classifications

### PRINCIPLE

The University employment classification system will enable the assignment of all ESS employees to an appointment type (e.g. full time, probationary, etc.) to specify the terms of employment and benefits entitlements applying to each type. All continuous service to the University will be considered in determining entitlements for benefits, where waiting periods apply.

### 2.1 APPOINTMENT TYPES

- **Continuing Appointment** - A full-time or part-time appointment for duties of a continuous nature and indefinite duration.
- **Sessional Appointment** - A full-time or part-time appointment for specified periods of employment of a recurring nature, typically coinciding with the sessional periods established by the University's Academic Calendar.
- **Term Appointment** - A full-time or part-time appointment for a specified duration which does not imply a further appointment upon the expiration of the term. The duration of a term appointment may be shortened by the supervisor, by providing one month of written notice for each full year of continuous service and a proportion of one month's notice for any partial year of service, unless otherwise stated in the individual's employment contract.
- **Casual Appointment** – Employees paid on an hourly basis whose employment cannot be defined within any of the above types.

### 2.2 HOURS OF WORK

The scheduled hours of work for the preceding appointment types may be on a full-time or part-time basis.

- **Full-Time** - hours of work are, at a maximum, the fully scheduled hours per day (7.0), week (35.0), month (152.25) or year (1827.0). Full-time employees are 1 FTE (full-time equivalent).
- **Part-Time** - hours of work are half or more of the full-time number of scheduled hours per day, week, month, or year, but fewer than full-time hours. Part-time employees are at least .5 FTE but less than 1 FTE.
- **Casual** - hours of work may be irregular, but should not exceed half of the full-time number of scheduled hours per day, week, month, or year for more than six months. Casual employees are less than .5 FTE.

## **2.3 OVERTIME**

It may be required from time to time that ESS employees will be asked by their supervisors to work in excess of 7 hours per day or 35 hours per week. Overtime shall be approved in advance by their Supervisor.

Overtime is compensated at the rate of 2 times the hours worked in the following manner:

- i. Overtime should initially be recorded as time in lieu to be taken on dates which are mutually agreed to by the ESS employee and their supervisor.
- ii. Where the time off in lieu cannot be taken in a timely manner, the Employee shall be paid for the time not taken at the regular rate of pay as of the June 30th or December 31st dates. Time taken in a timely manner is described as follows:
  - a. Overtime worked (earned) between January 1st and June 30th must be taken by the following December 31st.
  - b. Overtime worked (earned) between July 1st and December 31st must be taken by the following June 30th.

## **3.0 Employee Records**

### **PRINCIPLE**

The University will ensure that ESS employee records, for legislative and business requirements, are collected, used, retained and updated within the Human Resources Department in a confidential manner. An ESS employee shall be entitled to have access to their personnel file in a timely manner.

### **3.1 RECORDS MAINTENANCE**

#### **Responsibilities:**

Individual employees are responsible for providing Human Resources with up-to-date personal information, e.g., change of address/phone number, change in dependents and beneficiary, etc...

#### **File Access:**

To preserve the privacy of employee information, access to an employee's personnel file will be limited to:

- The individual employee
- Supervisory/Managerial staff to whom the employee reports
- Authorized officers of the University requiring access to the file for business or legal reasons

Written complaints or letters of performance not written by the employee's supervisor will only be provided to employees through a fair summary of the contents so as not to identify the author (if the author requests confidentiality). Written complaints or letters of performance not written by the employee's supervisor may become a part of an employee's personnel file only after being reviewed by the supervisor and the employee.

An ESS employee may have access to view these records by giving reasonable notice, in writing, to the Human Resources Department. Employee records must remain in the Human Resources Department during viewing.

## **4.0 Recruitment, Selection, and Orientation**

### **PRINCIPLE**

The University will establish recruitment, selection and orientation procedures designed to attract and select high caliber candidates whose qualifications and credentials will directly contribute to the achievement of University goals. Orientations for new ESS employees will be provided by Human Resources, Payroll, Pension and Benefits, Financial Services, Occupational Health & Safety and their Department to introduce them to the University, their position responsibilities and employee programs.

### **OVERVIEW:**

The University's objective is to ensure that the recruitment for new or existing ESS positions is handled consistently and fairly. The recruitment and selection procedure outlines the job posting, selection and orientation processes and the approvals necessary to hire.

### **4.1 APPROVAL TO HIRE**

Any vacant position will be used as an opportunity to assess work distribution to determine if there are options other than hiring.

The Senior Manager of a Faculty, School, or major budget unit will establish funding availability and initiate selection activities for all continuing, sessional, and term ESS appointments by completing and submitting (to appropriate approvers) the *Position Classification Questionnaire* and the *Request for Appointment Form* available online.

Once approval is received the position may then be posted and, if necessary, advertised.

### **4.2 JOB POSTING AND ADVERTISING**

The University Job Posting program is designed to allow current employees the opportunity to apply for another position that offers skills development, increased responsibility, lateral moves or promotional opportunities within the organization.

All continuing, sessional, and term ESS positions are posted within the University for a

minimum of seven calendar days. However, where an ESS employee whose position will be abolished is qualified for a vacant position, the supervisor may opt not to post the position and may offer it to that particular ESS employee. Consultation with Human Resources is required prior to any offer of employment.

Employees who are applying for a posted position may wish to obtain the support of their Supervisor(s). Applications are submitted to Human Resources.

Job postings are posted on the electronic notice board. Positions may also be advertised in appropriate newspapers or publications and electronic media. The hiring department is responsible for all recruiting and advertising costs. Human Resources will provide support in the development of postings and advertising copy and provide assistance in the selection of publications and placement of advertisements.

### **4.3 SELECTION**

The use of search committees provides supervisors with access to a broad range of perspectives and experiences to assist with hiring decisions. This mechanism is seen to contribute to the integrity of the hiring process and ensures that organizational and departmental needs are brought to bear on hiring decisions.

The role of the supervisor is to select the members of the search committee, to coordinate the interview process, to ensure that interviews are professionally conducted, and to solicit the advice of search committee members on the selection of the candidate. While the committee members play an advisory role, the accountability rests with the supervisor to decide on the candidate to be offered the appointment. A representative from Human Resources may be an additional resource to support the supervisor on selection techniques.

The search committee shall consist of, as a minimum, the supervisor as chair and any other person that may provide insight and understanding into the organizational impact of the position being filled. It is recommended that a search committee consist of at least three people, none of whom may be a direct report to the position being filled.

To ensure the continued integrity of the search committee, any committee member having a personal relationship with any of the candidates selected for interviews must advise the committee of the nature of the relationship. Depending on the circumstances, the member may opt out or may be replaced, at the request of any other search committee member.

Selection criteria shall be determined by the supervisor in consultation with the next level of management and a representative from Human Resources. These criteria shall be distributed to the members of the search committee prior to applicant interviews.

All applications for the position may be made available for consideration by the search committee, which shall advise the supervisor which candidate(s) it considers most suitable for interviews. Alternatively, the search committee may opt to request that an initial shortlist be provided to them.



Subsequent to interviewing the selected candidates, the supervisor will seek advice from the search committee members on their assessment of the candidate who best meets the selection criteria.

All notes from the selection process and references are to be maintained on file in accordance with the University's Freedom of Information and Protection of Privacy (FOIP) policy and procedures.

The supervisor shall conduct a minimum of two employment references on the selected candidate and may request official transcripts to verify educational and professional credentials. Copies of transcripts are to be submitted to Human Resources and placed in the employee's personnel file.

#### **4.4 HIRING**

In cases where the selected candidate's academic credentials, experience, or salary are **not** consistent with the initial approval to hire, the Supervisor will obtain the support of a Human Resources Consultant. Otherwise, the Supervisor consults with the Senior Manager and Human Resources to determine the offer of employment. The Supervisor provides Human Resources with the documentation for the recruitment file, including:

- Names of the search committee members
- Initial salary, proposed appointment date and appointment type (continuing, sessional, etc.)
- Recommendations of committee members
- Whether a removal allowance will be offered and the amount
- Transcripts (if requested) and documentation of reference checks

The Supervisor also provides Human Resources with a completed Payroll Authorization Form (PAF).

Human Resources will prepare the written offer of employment specifying the terms and conditions of employment and will inform the successful candidate about the ESS Manual and how to access it. After consultation with Human Resources, the Supervisor may wish to make a verbal offer of employment prior to the written offer however, in every case the written offer shall prevail.

#### **4.5 EMPLOYMENT OF RELATIVES**

Relatives of a current employee of the University generally should not be employed in a department directly associated with the current employee. For further details, refer to the [Employment of Relatives Policy](#).

## **4.6 ORIENTATION**

Orientations for new ESS employees will be provided by Human Resources, Payroll, Pension and Benefits, Financial Services, Occupational Health & Safety and their Departments to introduce them to the University, their position responsibilities and employee programs.

All new employees appointed to a term, sessional, or continuing ESS position are offered several orientation topics.

- Pay procedure and deadlines
- Benefits orientation and sign-up
- Terms and conditions of employment
- General University information
- Specific job duties and expectations
- Setting of objectives for the first year
- Introduction to co-workers
- Tour of specific workplace facilities
- On-the-job training
- Policies and procedures

## **5.0 Compensation/Salary Administration**

### **PRINCIPLE**

The Board of Governors (the "Board") directs the University to establish a set of guidelines for administering ESS salaries paid to University employees to:

- attract and retain competent and well qualified employees
- recognize and stimulate a high level of performance
- pay salaries that compare appropriately with those being paid by the Southern Alberta community for comparable positions
- maintain internal equity through the job evaluation system once market competitiveness is established

### **5.1 EXTERNAL AND INTERNAL EQUITY**

#### **External Equity**

The effectiveness of an organization's pay system can be measured by the extent to which pay rates are competitive with others in the labour market. The University's compensation/salary administration policy requires rates that are responsive to competitive market considerations in order to attract and retain competent and well-qualified employees. Because salaries are only one aspect of how employees are compensated, consideration must also be given to factors contributing to other job related benefits such as employee benefits, job security, physical work

environment, opportunity for advancement, and local living costs.

The University collects total compensation data from comparable public and private organizations in the local job market. Where appropriate comparators are not available, compensation data will be collected from outside the local market. The information is used to periodically update the University's salary grades in order to remain competitive.

### **Internal Equity**

Internal equity for ESS positions is maintained through job evaluation. The objectives of job evaluation include:

- a method of comparing the relative size of jobs within the University.
- a means of classifying new or changed jobs.
- a basis for a rational pay structure.
- a means of comparing jobs and salary ranges with those of other organizations.
- data on jobs for use in recruiting, career planning, and other Human Resources Management functions.

Position Classification Questionnaires (PCQ) provided by the incumbents and their managers provide the necessary job data to make these assessments.

PCQs and internal measures of job value are both critical tools necessary to examine the relative value of positions within the appropriate external market for the purpose of assigning competitive and equitable salary ranges.

## **5.2 POSITION EVALUATION**

The ESS position evaluation system is the Hay Method of Job Evaluation with defined factors and degree levels to establish relative job value for all ESS positions. The evaluation process measures each position's content against four factors that are common to all positions in the organization: know-how, problem solving, accountability, and working conditions. Key job functions and major responsibilities of the positions are compared to the definitions of degree levels in order to determine the most appropriate level. The corresponding points for that level are then assigned to the position and combined for all factors to derive a total score. Total scores for positions are compared with other appropriate positions in the organization to ensure that internal equity is maintained.

Requests for position evaluation are to be submitted to Human Resources online with an updated PCQ to reflect the current position responsibilities. The request and the PCQ must be signed and approved by the ESS employee's supervisor and the next level of management. Human Resources will review the PCQ, evaluate the position, and communicate in writing the results to the supervisor, the next level of management and the ESS employee expeditiously. When circumstances indicate the employee will not be notified of the decision within ninety (90) days from the date of receipt in Human Resources through the PCQ system, the employee will be advised in writing with reasons for the delay.

Unless job duties have changed significantly (as defined by Human Resources), a minimum of twelve (12) months must have passed before another request for review for a particular position can be submitted.

If during the evaluation process, Human Resources has questions or concerns about the content of the PCQ, the department head and/or ESS employee will be contacted to ensure that the information is accurately interpreted

### **Job Ranking**

Positions are evaluated in accordance with the Hay Job Evaluation Methodology. Positions are compared to benchmarks to establish relative internal value of positions. Human Resources will determine the position's level and pay grade level based on the evaluation's scoring. Positions are assigned to grouping of similarly valued positions.

## **5.3 SALARY ADJUSTMENTS RESULTING FROM JOB EVALUATION**

Unless there are extenuating circumstances, the effective date of salary adjustments arising from position evaluation will be the date the approved questionnaire was submitted online by the employee.

- Where an employee's salary is below the minimum of the new range, their salary will be adjusted to the new minimum, or to an appropriate step in the new grade level which provides the Employee with a minimum of a four percent (4%) increment.  
Where an employee's salary is above the new range maximum, any salary increases will be frozen until the employee's salary is within the range.

## **5.4 SALARY RANGES**

Salary ranges are developed by comparing salaries paid for similar positions by organizations with whom we compete for employees or lose employees to. Salary surveys from the private sector and public sector, in the local competitive environment, provide an approximation of salaries paid for similar positions in other organizations.

Salary ranges are assessed periodically for possible adjustment by considering various inflation indices and the University's economic ability to pay. The effective date of any range adjustment is typically July 1.

## **5.5 REVIEW and APPEAL PROCESS**

1. If an ESS employee believes that his/her position has been incorrectly allocated to a salary grade as a result of a position evaluation, he/she has twenty-one (21) working days to submit a "[Position Evaluation Request for Review](#)" to Human Resources. All requests must include an explanation summarizing the reason(s) for the review. Human Resources will inform the ESS employee's supervisor and the next level of management the ESS employee's appeal submission.
2. Human Resources will review the "Position Evaluation Request for Review" and will

provide a response in writing within ten (10) working days. Should the ten (10) working days be insufficient time for the Human Resources review, the ESS employee will be notified of any delay.

3. In the event that an employee wants to appeal Human Resources' allocation decision, he/she will be required to submit a letter of appeal to the Associate Vice-President (Human Resources & Administration) or designate within ten (10) working days after receipt of the response from Human Resources (refer to #2). Appeals must be based on the duties recorded on the Position Classification Questionnaire as of the date it was signed by the ESS employee, the appropriate supervisor and the next level of management and then received in Human Resources.
4. The Associate Vice-President (Human Resources & Administration), or designate, shall notify Human Resources of the appeal. The approved PCQ and the allocation of job evaluation points for all comparable positions as well as notes captured in the "Position Evaluation Request for Review " will be forwarded to an external job evaluation specialist.
5. A written decision will be provided by the external specialist to the Associate Vice-President (Human Resources & Administration). The Associate Vice-President (Human Resources & Administration) will inform the Exempt Support Staff employee and Human Resources of the result. The decision shall be final and binding upon the parties.

## **5.6 ACCOUNTABILITY FOR PREPARATION**

Unless the position is vacant, PCQs should be prepared by the incumbent together with the Supervisor. The incumbent must be involved in the preparation before the final approval. The incumbent and supervisor are responsible for ensuring that position descriptions are kept up-to-date and reviewed on a periodic basis.

For new or vacant positions, position descriptions must be prepared or reviewed prior to completing the "Request for Appointment Form". Human Resources will monitor the timely completion of position descriptions.

## **5.7 PERFORMANCE INCENTIVE INCREASES**

Eligible ESS employees shall typically receive an annual increase on July 1<sup>st</sup> in accordance with Appendix B - ESS Compensation Pool (hereinafter referred to as 'the pool'). The amount of the annual increase shall be applied to the employee's regular salary in effect as of June 30<sup>th</sup>. The payment of these increments will continue to be based on an employee's development and performance within the expectations of their job.

Where performance has not met expectations, merit will be withheld. A performance rating of less than two (2) will result in no performance award using the Pool method. Refer to the ESS Compensation Pool - Terms and Conditions (Appendix B).

The performance incentive increase may not result in a **salary** that exceeds the maximum salary range for that position.

An ESS employee on probation does not qualify for performance incentive increases from the Pool. Eligible employees completing probation within the year will receive an increase prorated from the date probation is complete.

The full performance increase, or a portion of the full increase, may be withheld where the ESS employee has accumulated leaves of absences without pay of more than twenty-two (22) work days in the twelve (12) months preceding the date the increase is applied.

ESS Employees on term appointments of one year or less and those who have served less than one (1) year of their term as of June 30<sup>th</sup> will not be eligible for a Performance Incentive increase. A term employee becomes eligible for Performance Incentive Increases on July 1<sup>st</sup> immediately following the completion of one continuous year in a term appointment(s), in accordance with Appendix B.

### **Performance Appeal Process**

Refer to Appendix C (Performance Evaluation Appeal Process) for detailed information on the appeal process.

## **5.8 ACTING PAY**

To be eligible for acting pay, an ESS employee is required to perform the principle duties of the higher-level position for a minimum of five (5) consecutive work days. Where an ESS employee qualifies in an acting pay position, he/she normally receives a minimum increase of 4% of his/her regular salary or the minimum salary for the salary range of the higher level position, whichever is greater, provided the total salary does not exceed the maximum of the higher level salary grade.

Acting pay arrangements must be approved, prior to the employee assuming the acting responsibilities, by the next level of management and Human Resources.

Acting pay shall not be considered where an ESS employee is assigned limited additional duties to cover off for another Employee who is on annual vacation.

Duties that become a regular part of a position should not be considered as Acting Pay. If the ESS employee believes that his/her duties have significantly changed, making allocation to the present salary grade inappropriate, then refer to Procedures for Reclassification (Section 5.2).

## **5.9 CALL-OUT PAY**

When an ESS employee is called from home to work at a time outside of their normal working hours, they will be paid at two times the regular rate of pay for the actual hours worked during such call-out and for the time they spend traveling to and from work, but not less than four (4) hours pay or compensatory time off per call-out.

A call-out must be approved in advance by the appropriate Supervisor.

When the call-out results in additional trips between the employee's residence and their place of

work, [mileage rates or transportation fares](#) will be paid.

## **5.10 WORKERS COMPENSATION SUPPLEMENT**

If an Employee sustains an injury in the course of his/her duties with the University which causes an absence from work and the Employee is eligible for Workers' Compensation, s/he shall be paid that amount necessary to make up the difference between what s/he receives as compensation and the regular full salary for up to a maximum of one hundred and twenty (120) work days in any employment year.

An employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of the injury.

When an absence due to a compensable injury continues from one employment year into the next employment year, the period in which the supplement will be paid is determined according to the employment year in which the absence commenced.

The Workers' Compensation Supplement is intended only for the purpose of protecting an employee from loss of income while s/he is unable to work because of injury sustained while working at the University of Lethbridge.

A term, sessional, or temporary ESS employee will only be eligible to receive this WCB supplement until the expiration of their stated term of employment.

## **5.11 PROMOTIONAL INCREASES**

Promotional increases are the result of additional responsibilities assigned on a permanent basis that move the employee into a position at a higher salary classification. A promotion is defined as the movement of an ESS employee to a salary range with a higher maximum value.

The promotional increase will be at a rate commensurate with the employee's qualifications and experience in relation to the new job considering the following criteria:

- a promotional salary adjustment shall be significant enough to recognize the assumption of broader responsibilities.
- any salary adjustment must take into account the current equity of salaries for employees at the same level in the organization.

An Employee who is promoted to a position with a higher-grade salary level shall have their salary adjusted to the minimum of the new grade level, or to an appropriate step in the new grade level, which provides for a minimum of a four percent (4%) increment.

## **6.0 Benefits**

### **PRINCIPLE**

The University will provide their ESS employees and their dependents with competitive benefits programs to contribute to their well-being.

### **6.1 ELIGIBILITY FOR BENEFITS**

The provisions outlined in the benefits carrier contracts shall apply to eligible ESS employees.

Term ESS employees and ESS employees holding a continuing appointment on a full-time or part-time basis shall be eligible for group benefits as described below from the date of hire.

ESS employees holding casual appointments are not eligible for group benefits. Vacation entitlement is accrued at 4% and is paid each pay period.

### **6.2 PENSION**

#### **Public Service Pension Plan (PSPP)**

The provisions of the PSPP apply to all term and continuing ESS employees. Pension terms and conditions are as provided by the [plan](#).

### **6.3 GROUP BENEFITS PROGRAMS**

Where dependents or spouses of ESS employees are specified under an individual benefits plan as being eligible for benefits, definitions used under the particular benefit plan will be used to determine eligibility.

These brief descriptions about the University Group Benefits plans represent only part of full plans available through the [Pension and Benefits](#) department within Human Resources.

#### **Alberta Health & Wellness**

Alberta Health & Wellness coverage is mandatory unless employees are covered under another provincial plan. ESS employees must prove they have coverage under Alberta Health & Wellness to be eligible for Extended Health Coverage.

#### **Extended Health Coverage**

Extended health coverage provides financial reimbursement for eligible medical services and prescription drugs. Coverage is mandatory except for ESS employees who prove they have coverage under another health plan.



## **Dental Coverage**

Dental coverage provides financial reimbursement within prescribed limits for eligible dental procedures. Coverage is mandatory except for ESS employees who prove they have coverage under another dental plan.

## **Spending Accounts (SA)**

The University of Lethbridge offers ESS employees two account options; a non-taxable Health Spending Account (HSA) and a taxable Wellness Spending Account (WSA), which allows ESS employees to select additional benefits appropriate to their individual needs and lifestyles. Eligible members receive a monthly allocation on an annual basis for their use within the program guidelines.

## **Life Insurance**

Basic life insurance is mandatory. Optional life insurance is available for eligible employees and is paid for by employees. Spousal coverage is available under the optional plan.

## **Sick Leave**

Sick leave is an income replacement program to assist ESS employees financially in the event that an illness prevents them from reporting to work. While on sick leave, ESS employees will be paid their regular salary for a period not to exceed one hundred and twenty eight (128) working days or the end of a term appointment, whichever occurs first.

An ESS employee who resumes their duties following an illness and who within twenty-one (21) working days is absent due to the same or related illness shall have the two absences counted as one absence for the purpose of eligibility for sick leave and for Long Term Disability (LTD) benefits.

Any employee requiring sick leave must immediately report their requirement for leave to their supervisor. Sick leave must also be reported on the Monthly Exception Report.

If the duration of the leave extends beyond five (5) working days, the ESS employee may be required to provide a medical certificate to the Manager, Wellness & Recognition. When the sick leave extends beyond two (2) weeks, the University's progressive return-to-work program applies. The Manager, Wellness & Recognition meets with the ESS employee and consults with the supervisor to review expectations and develop a return-to-work plan based on written recommendations of a qualified attending medical professional. Discussions and information regarding the sick leave will be considered confidential and any communication with the supervisor or other employees will be as identified in the Release of Medical Information Consent Form signed by the ESS employee.

If the leave is extended beyond one hundred and twenty eight (128) working days, the Wellness & Recognition notifies Pension & Benefits, and an application for long-term disability coverage will be initiated as per the Long Term Disability Insurance (LTDI) plan.

### **Long-Term Disability Insurance (LTDI)**

Coverage is mandatory and the provisions outlined in the carrier contract shall apply to all ESS employees. LTD benefits for Term ESS shall only be paid for a maximum of twenty-four (24) months.

In the event of total disability and after a qualifying period of one hundred and twenty eight (128) working days of sick leave, the Long Term Disability benefit will be initiated.

- During the first twenty-four (24) month approved disability/illness period, the University shares the benefit premiums with the ESS employee according to the current agreements. This cost sharing should also cover any increase in premiums due to salary increases, benefit rate changes, or changes in the cost sharing structure.
- After the initial twenty-four (24) month approved period, effective January 1, 2015, the University assumes all costs for benefit premiums for the ESS employee's duration of approved LTD.

### **Voluntary Accidental Death and Dismemberment:**

Accidental Death and Dismemberment coverage is a voluntary program where employees may purchase coverage for themselves and their dependents.

### **Employee Family Assistance Program (EFAP)**

EFAP provides confidential, personal counseling for a broad range of personal, work, and family problems.

## **6.4 LEAVES**

### **Maternity/Adoption/Parental Leave**

After completing 12 months of continuous service, an ESS employee is eligible for the following leaves. The leave shall be the same for a single child or multiple childbirths, or an adoption of one or more children at the same time. Proof of pregnancy/birth or adoption may be required to establish eligibility.

Employees granted Maternity/Adoption/Parental leave shall, upon return to work, be returned to their former position or be placed in another comparable position at not less than the same salary that had accrued to them and at the same level of benefits that is applicable to employees in their classification.

### **Supplemental Unemployment Benefit (SUB)**

- Employees eligible for Maternity, Parental or Adoption Leave and who qualify for Employment Insurance (EI) Maternity or Parental benefits receive the Supplemental Unemployment Benefit (SUB) Plan in effect at the time the leave commences.
- The ESS plan provides up to 95% of the regular salary less the amount received from EI for up to 17 weeks (2 week waiting period and 15 weeks EI paid) and is subject to the EI regulations for SUB plans.

- If both parents are employees of the University, the birth mother must take at least the first six weeks. Thereafter, either parent can apply for SUB. The total SUB received may not exceed the maximum plan available to one or the other parent, i.e. the total number of weeks on SUB for two University employees combined cannot exceed the maximum allowed for either one or the other.

### **Parental Leave**

- Maximum Parental Leave is 35 weeks.
- This leave is unpaid with no accrual of vacation during this period. The ESS employee may purchase benefits by paying the full premiums. The Health Spending Account remains active, but it is prorated for the period of the unpaid leave upon return.
- If both parents are employees of the University, the Parental Leave may be taken entirely by one of the parents or may be shared between the two. Shared time may be required to be consecutive, rather than concurrent, and shall not exceed 35 weeks in total between the two parents.

### **Maternity Leave**

- Maximum Maternity Leave is 17 weeks, typically followed by Parental Leave.
- The birth mother is eligible for Maternity Leave, or if the birth mother returns to work between 6 weeks and 17 weeks, the other parent becomes eligible for the benefits that would have accrued to the birth mother for the remaining weeks.
- The leave must commence by the date of the birth of the child.
- Vacation continues to accrue during this period and benefits premiums are covered as if the ESS employee is working.
- ESS employees who have received the SUB plan under Maternity Leave are not eligible for the SUB plan under subsequent Parental leave of the same leave.

### **Adoption Leave**

- Maximum adoption leave is 17 weeks, typically followed by Parental Leave.
- Only the primary caregiver for the child is eligible for Adoption Leave.
- The leave must commence immediately following the adoption of a child and the child must be under 18 years of age at the time the leave concludes.
- Vacation continues to accrue during this period and benefits premiums are covered as if the ESS employee is working.
- ESS who have received the SUB plan under adoption leave are not eligible for the SUB plan under subsequent Parental Leave of the same leave.

### **Advance Notice for Maternity/Adoption, and Parental Leave**

- At least 6 weeks written notice must be given to the Supervisor and Human Resources prior to the start of the Maternity/Adoption/Parental Leave. (Notice prior to Parental Leave is not required after Maternity Leave, unless it was originally agreed to take only 17 weeks of Maternity Leave.) In circumstances that would prevent the ESS employee from giving the required notice, such as early labour, written notice must be given to the supervisor as soon as possible.
- ESS employees intending to return to work will be required to give 4 weeks of notice in writing of the intention to return to work and the date of return.

## Personal Leave

- **Family Illness** - In the event of an illness within an Employee's immediate family, the Employee shall be granted time off, in consultation with their supervisor on a daily basis, for the purpose of taking care of the person that is ill. A maximum of five (5) workdays shall be permitted in an Employee's employment year for this circumstance. Immediate family shall mean as Employee's spouse, domestic partner, son, daughter, mother, father, parent-in-law, or anyone under the Legal guardianship of the employee.
- **Bereavement** - An ESS employee will be provided leave of absence of up to five (5) work days in the event of a death occurring in an Employee's family providing the Employee attends the funeral. The definition of family is as follows:

An Employee's spouse/domestic partner, parent, son, daughter, brother, sister, guardian, ward, , grandparent, grandchild, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, the domestic partner of an Employee's brother or sister, and Employee's domestic partner's parent, guardian, ward, grandparent, sister or brother.

- **Funeral Leave** - An ESS employee will be provided with one (1) paid work-day for travel to and/or attend the funeral of a close friend. This leave is limited to a maximum of one (1) work-day per calendar year.
- **Travel Time** - An ESS employee will be provided up to three (3) paid days for traveling long distances to attend to family illnesses or bereavement situations as outlined above.
- **Relocation** - An ESS employee who changes their place of residence that necessitates the moving of household belongings during their normal working hours will be provided up to one (1) work day to do so. (Limit 1 paid day per year).
- **Disaster Conditions** - An ESS employee will be provided up to one (1) paid day to attend to an emergency which requires personal attention in a disaster (flood, fire, etc.) which cannot be attended to by others or by the employee at a time outside their normal working hours.
- **Birth** - An ESS employee shall be granted up to three (3) paid work days to be present at the birth or adoption proceedings of his/her child. This leave does not extend to the birth mother.
- **Citizenship Leave** - An ESS employee will be provided up to one (1) paid work-day to attend proceedings at which they are being granted Canadian citizenship.
- **Administration of an Estate** - An ESS employee shall be granted up to three (3) paid workdays to attend the administration of an estate in cases where the employee has been appointed as an executor of the estate.

The University will support a maximum of eleven (11) days of paid leave per year for the personal leave reasons outlined above.

Additional Days may be approved under unusual circumstances (i.e. travel time, multiple deaths, and significant hardship). This additional leave may be approved by the Department Head after consultation with Human Resources.

### **Court Duty**

Probationary, Continuing, Sessional and Term Employees summoned to appear as a witness during court proceedings or to serve jury duty shall be allowed a leave with pay at their regular rate of pay plus the over-range amount if applicable. For sessional and term employees, the leave with pay will not extend beyond the terms of their appointments.

Wherever practicable, the Employee is required to come to work during those working hours that the employee is not required to attend the court proceedings.

### **Unpaid Leave**

An employee may request a Leave without Pay (LWOP) at least one (1) month prior to the date they intend to commence their leave. All such requests must be submitted to their supervisor and the next level of management. LWOP may be considered in cases of serious illness or accident to the employee's immediate family or for any other appropriate reason. The University will be reasonable in accepting such applications while considering the business or operational requirements of the department.

When an employee is granted a LWOP in excess of 10 working days, vacation and service cease to accrue as of the first of the month following commencement of the LWOP and resumes the first of the month the employee returns to work.

## **6.5 BENEFITS WHILE ON UNPAID LEAVE**

When an employee is granted a LWOP in excess of 10 working days, he/she is responsible for paying all premiums and contributions required to maintain benefits for which they are eligible, as described in the Benefits section (6.0).

An ESS employee is not eligible for the Health and Wellness Spending Account(s) during their unpaid leave. The Spending Account will be adjusted in the following year if an overpayment was allocated. Eligibility for the Public Service Pension Plan (PSPP) during periods of unpaid leave shall be subject to the regulations of the PSPP.

## **6.6 VACATION**

An ESS employee will earn annual vacation in accordance with the University's [Vacation Management Policy](#) outlined as follows:

1. Ten twelfths (10/12) work days of vacation for each calendar month (10 days per year)

worked from the date of hire. Should employment commence after the first of the month, a pro-rated accrual will be provided for the first month of employment.

2. One and one-quarter work days of vacation for each calendar month (15 days per year) worked from the date of hire following completion of 2 consecutive years of service.
3. One and two thirds work days of vacation for each calendar month (20 days per year) worked following completion of 7 consecutive years of service.
4. Two and one-twelfth work days of vacation for each calendar month (25 days per year) worked following completion of 14 consecutive years of service.
5. Two and one-half work days of vacation for each calendar month (30 days per year) worked following completion of 24 consecutive years of service.

## **6.7 PAID HOLIDAYS**

Employees will be entitled to Statutory Holidays as provided by applicable legislation. Any other holidays observed by the University shall also be provided. An employee required to work on a day observed as a paid holiday will receive pay at his/her regular salary for the paid holiday, and in addition will be granted either:

1. Compensating time off at a mutually agreed time in accordance with Section 2.3, or,
2. Additional pay for the actual hours of work performed on the paid holiday in accordance with Section 2.3,

Paid Holidays with respect to Christmas float days will be administered as follows:

- a) When Christmas Day falls on the Sunday, three (3) Christmas float holidays will be observed on December 28th, 29th and 30th.
- b) When Christmas Day falls on a Monday, three (3) Christmas float holidays will be observed on December 27th, 28th and 29th.
- c) When Christmas Day falls on a Tuesday, four (4) Christmas float holidays will be observed on December 24th, 27th, 28th and 31st.
- d) When Christmas Day falls on a Wednesday, three (3) Christmas float holidays will be observed on December 27th, 30th and 31st.
- e) When Christmas Day falls on a Thursday, four (4) Christmas float holidays will be observed on December 29th, 30th and 31st and January 2nd.
- f) When Christmas Day falls on a Friday or Saturday, three (3) Christmas float holidays will be observed on December 29th, 30th and 31st.

## **6.8 EMPLOYEE TUITION BENEFIT**

After completion of probation, all ESS employees (excluding Casual ESS employees), are eligible for the Tuition Benefit.

The Board shall allow each ESS employee a waiver of one hundred per cent (100%) tuition and materials and services fees for undergraduate credit courses at the University of Lethbridge, up to a maximum of 15 credit hours per semester. If enrolled in graduate courses, the University of Lethbridge will waive the tuition up to the undergraduate credit course fee. Co-operative courses will qualify for the Tuition Benefit. Tuition Benefit forms are available from Financial Services - Cash Office or from Human Resources.

An administration fee of \$15.00 per semester course shall be charged to the ESS employee, to a maximum of \$45.00 per employee per semester.

Normal regulations on tuition and other course fee payments and deadlines will apply.

Taxation of the tuition benefit shall be in accordance with Canada Revenue Agency regulations.

## **6.9 SPOUSE and DEPENDENT TUITION BENEFIT**

- **Tuition Benefit** - Upon completion of the probationary period, an ESS employee's spouse and eligible dependents shall be entitled to the provisions of the Tuition Benefit. The definition of spouse and dependent shall be consistent with the definition used for entitlement to the Extended Health and Dental Plans. Reimbursement of Tuition Benefit is prorated for part-time employees.

Sessional ESSs are eligible for the Tuition Benefit during sessional lay-off.

The spouse and dependents of an ESS employee shall be entitled to a fifty per cent (50%) reduction in tuition fees, including the materials and service fee, charged for undergraduate credit courses at the University of Lethbridge, up to a maximum of 15 credit hours per student per semester. If enrolled in graduate courses, the University of Lethbridge will waive the tuition up to the undergraduate credit course fee.

An administration fee of \$15.00 per semester course shall be charged to the student, to a maximum of \$45.00 per student per semester.

Normal regulations on tuition and other course fee payments and deadlines will apply.

The taxation of the Tuition Benefit shall be in accordance with Canada Revenue Agency regulations.

- **Death in Service Benefit** - The spouse and eligible dependents of an ESS employee (with no less than one year of service) who dies while employed by the University, shall be entitled to a waiver of one hundred per cent (100%) of the tuition, including the

materials and services fee, for undergraduate credit courses undertaken at the University for a period of four (4) years following the death of the employee, up to a maximum of 15 credit hours per student per semester.

Normal regulations on tuition and other course fee payments and deadlines will apply.

The taxation of the Tuition Benefit shall be in accordance with Canada Revenue Agency regulations.

## **6.10 TUITION BENEFIT DURING UNPAID LEAVES OF ABSENCE**

ESS employees will be eligible for the Tuition Benefit during an approved unpaid leave. If, after returning from an unpaid leave, an ESS employee voluntarily leaves the service of the University of Lethbridge prior to the expiration of the term of the appointment or within 12 months from the initial date of return, whichever period is less, will be required to refund a portion of the Tuition Benefit on the following basis:

- The full amount of the Tuition Benefit less an amount equal to 1/12 of such Tuition Benefit for each full month actually served.

## **7.0 Professional Supplement**

### **PRINCIPLE**

The University will support ESS employees in the acquisition of knowledge or skills necessary for the achievement of individual and institutional objectives. Employees are responsible for pursuing self-development that address current and future organizational needs. The University will research and define training and organizational development processes that educate, inform and support the knowledge, skills and abilities of employees.

The University recognizes that both the organization and the individual benefit from activities that support and encourage the professional development of employees. The professional supplement is intended to stimulate interest and provide opportunities for continuous learning.

### **7.1 ELIGIBILITY**

All ESS employees, upon completion of their probationary appointments, are eligible for the Professional Supplement.

### **7.2 PROFESSIONAL SUPPLEMENT**

The Professional Supplement is \$750 for each full-time ESS employee (pro-rated for sessional and part-time) per academic year (July 1 to June 30) for use in job-related development expenditures. Casual employees are not eligible for this supplement.

The professional supplement amount is approved by the Board of Governors Compensation



Committee. Employees may carry forward a maximum of up to four (4) years' of accumulation of the annual professional supplement entitlement. Balances which exceed four (4) years' of accumulation are not reduced to meet this limitation; however, neither do they accrue additional funds until such time as the June 30 balance is less than the maximum.

Upon termination or upon transfer to another employee group that does not have the professional supplement benefit, all unused Professional Supplement funds, as determined by University regulations, will be credited equally to the Professional Development Supplement of all eligible ESS employees on record as of September 30 each year. If the amount to be allocated to each ESS is 10% or less of the annual plan entitlement, allocation will be postponed until another year when the amount is more than 10% of the annual plan entitlement.

The [Professional Supplement Policy](#) is available and the claims process is available online through the [Bridge](#).

### **Termination of Employment**

In the event that employment with the University is terminated, the ESS employee is not entitled to payment for any residual Professional Supplement Funds.

## **8.0 Performance Review**

### **PRINCIPLE**

The University will ensure a Performance Review program is in place to facilitate regular communication between supervisors and employees about work expectations, job performance and employee development so that employee performance contributes to University goals and objectives.

### **8.1 PERFORMANCE REVIEW**

Performance review is an ongoing process to help employees to understand the nature and quality of their performance, to identify what they must do to improve, to acknowledge good performance, and to motivate them to improve. The Performance Review cycle has three basic components: planning, managing, and appraising performance.

**Performance Planning** is the process of identifying the desired performance and gaining employees' commitment to perform to those expectations. Performance planning must clearly identify the results expected, as well as the behaviors and skills the employee is expected to demonstrate providing a specific action plan aimed at clear targets. Performance plans are to be consistent with position descriptions unless projects or duties are assigned temporarily. Performance plans (goals and objectives) are established by the supervisor, in consultation with the employee, at the beginning of each performance review cycle. Supervisors aim to achieve mutual agreement, wherever possible, to build commitment to the action plans.

**Performance Management** is an ongoing process of working towards performance expectations established in the planning phase. Together, supervisors and employees review the employee's performance on a periodic basis. If it's on track or exceeding expectations, the manager provides positive reinforcement to keep performance at a high level. If performance is lacking, the supervisor coaches the employee on improving problem areas. This involves developing strategies with the employee to determine appropriate action plans. For persistent or serious performance deficiencies, supervisors may refer to the Progressive Performance Improvement policy (Section 9). Performance plan documentation should be submitted to Human Resources for personnel files.

**Performance Appraisal** discussions are a year-end performance review of past performance and an opportunity to document the results of the year's performance management activities. The analysis of past performance provides a basis for planning next year's expectations and discussing development needs and career plans. Supervisors will review their assessments with the employee.

## **8.2 PROBATION PERIOD AND REVIEW**

### **Probation Period**

The probationary period will be as follows:

- for new employees or University employees who have not yet completed a probation period at the University,
  - Six (6) months for positions at grade level 7 and below.
  - nine (9) months for positions at grade level 8 and above
  
- For employees who have previously successfully completed a probationary period for another position at the University, a minimum of three (3) months.
  - Such an employee will not have their benefits suspended during this time. e.g. (casual illness, dental, tuition fee benefit etc.)

A term (part-time or full-time) or casual ESS employee who is offered a continuous appointment, and has less than a three (3) month break in service, may have the probationary period reduced by the number of months of continuous service to a maximum of one-half of the probationary period.

Reviews of ESS employees are to be conducted at least every three (3) months during the probationary period.

In the event of performance problems during the probation period, supervisors may initiate the Progressive Performance Improvement process (Section 10).

### **Extension of Probation**

A probation period may be extended only once for a period established by the supervisor, not to exceed six (6) months. Such extension shall be communicated to the employee no later than ten (10) working days prior to the end of the first probation period. The supervisor will inform the ESS employee in person and in writing of the decision to extend the probation period as outlined above, specifying the rationale for the decision and the performance expectations for the second or extended probation period.

## **9.0 Progressive Performance Improvement**

### **PRINCIPLE**

The University will ensure that performance problems are addressed constructively providing for fair and equitable treatment for all employees. The University's progressive performance improvement process will be aligned with University goals and will minimize legal and financial exposure.

A progressive process of performance improvement is used to correct most performance problems and to give employees an opportunity to correct unacceptable performance. An ESS employee's performance is deficient when it is not satisfactory in light of the reasonable performance criteria established for the position. Performance criteria and expectations are established through discussions between the employee and the supervisor and may be documented through a position description or performance plan.

### **9.1 PROGRESSIVE PERFORMANCE IMPROVEMENT GUIDELINES**

A progressive series of actions that may be taken by the supervisor and are normally followed in the event of a performance problem follow:

#### **Exploratory Discussion**

An informal meeting with the ESS employee will be held to discuss the unsatisfactory performance. The supervisor will clarify his/her concerns with the ESS employee's performance and will actively encourage the ESS employee to provide an explanation for the deficiencies. The supervisor and the ESS employee will establish a plan of action to address the performance problem and schedule a follow-up meeting.

#### **Verbal Warning**

The supervisor and the ESS employee will meet to review the progress made since the previous exploratory discussion and to detail areas where performance remains unsatisfactory. The supervisor will invite input from the ESS employee on the performance areas still requiring improvement. They will discuss and establish the steps that need to be taken to enable further improvement and set a review date. Even though the performance matter is being handled

verbally at this point, both the supervisor and the employee are advised to take notes of the items discussed and agreed to.

The ESS employee will be informed that failure to make the specified improvements may result in disciplinary action which may include the withholding of increments, suspension without pay, or dismissal.

If after a verbal warning, a supervisor still considers that the ESS employee's performance to be unsatisfactory, they should consult with a representative of Human Resources and the next level of management before delivering a written warning.

### **Written Warning**

The supervisor will verbally and in writing provide the ESS employee with a review of the performance deficiencies, referring to the previous discussions, actions and time frames established. A further plan will be documented to allow the ESS employee an opportunity to make the required performance improvement. This documentation will specify the evidence used to establish that the performance was deficient, the improvements required; the time frame within which the ESS employee will be given to make the improvements, the next review date, and the consequences for not achieving the specified improvements.

A copy of the written warning letter will be forwarded to Human Resources to be filed in the employee's personnel file and to the next level of management.

### **Further Discipline**

Beyond a written warning, additional disciplinary measures may include other measures such as suspension with or without pay, withholding of increments, demotion or dismissal.

### **Dismissal**

This disciplinary measure may only be imposed after all reasonable avenues of corrective action have been exhausted, or where a serious act of misconduct has occurred.

Notwithstanding the above principles of progressive discipline, certain offenses are of such a magnitude that immediate suspension or dismissal is warranted. These are covered in Section 11.1: Reasons for Termination.

Documentation on corrective actions will be retained on the ESS employee's file. If an employee disagrees with corrective actions taken by his or her supervisor, the employee may pursue the matter under the Problem Resolution policy (Section 10).

## **10.0 Problem Resolution/Appeal Procedure**

### **PRINCIPLE**

The University is committed to supporting the effective and timely resolution of problems and will provide employees with a constructive means to register a non-malicious complaint without fear of reprisal.

The following procedures will establish an acceptable and official means by which an individual employee may seek resolution of a problem, without prejudice, through discussion and review at progressively higher organizational levels. While no strict time limits have been incorporated into this procedure, it is anticipated that the following steps will be pursued without undue delay.

#### **Step I – Discussion with the Supervisor**

When a problem exists, the ESS Employee shall discuss it with their supervisor. Either the supervisor or the ESS Employee may wish to consult with a Human Resources representative as a resource for resolving the problem.

#### **Step II – Discussion with the next level of management**

If a satisfactory resolution cannot be reached and the employee wishes to take the issue further, the employee shall provide the next level of management with a written review of the concern. The next level of management shall obtain any further information required, give due consideration to the problem and respond, in writing, to the employee. Either the employee or the next level of management may invite the participation of a representative from Human Resources or another ESS employee to help to resolve the issues involved.

#### **Step III – Referral to the Associate Vice-President (Human Resources & Administration)**

If the ESS Employee feels the problem has not been resolved and the employee wishes to take the issue further, the employee shall provide the Associate Vice-President (Human Resources & Administration) with a copy of the written review of the problem. The next level of management and the employee shall then meet to resolve the concern with the Associate Vice-President (Human Resources & Administration) or designate. The Associate Vice-President (Human Resources & Administration) or designate shall provide a written summary of the resolution of the problem to the parties involved. The decision shall be final and binding upon the parties.

In the event that the next level of management is the Associate Vice-President (Finance Human Resources & Administration) or designate, the ESS Employee may submit the written review of the problem to the Vice-President (Finance & Administration). The Vice-President (Finance & Administration) shall obtain any further information required, give due consideration to the problem and respond, in writing, to the employee. The decision of the Vice-President (Finance & Administration) shall be final and binding upon the parties.

In the event that the next level of management is the Vice-President (Finance & Administration), the ESS Employee may submit the written review of the problem to the President or designate. The President or designate shall obtain any further information required, give due consideration to the problem and respond, in writing, to the employee. The decision of the President or designate shall be final and binding upon the parties.

## **11.0 Termination of Employment**

### **PRINCIPLE**

The University will outline procedures to be followed in the event that employment with the University is terminated. The procedures will establish appropriate employee relations practices and fair and reasonable financial treatment as tested by the local labour market.

### **11.1 REASONS FOR TERMINATION**

#### **Resignation**

An ESS employee who intends to resign shall submit a letter of resignation to their Supervisor, with a copy to the Associate Vice-President (Human Resources & Administration). The letter of resignation is requested a minimum of thirty calendar days before the effective date of resignation.

#### **Termination for Cause**

An ESS employee may be dismissed with cause without notice or pay in lieu of notice. A supervisor who believes that sufficient cause exists to terminate an employee must consult with Human Resources before taking disciplinary action. If necessary, an employee may be suspended with pay, pending further investigation. In determining whether or not termination is an appropriate consequence for an act of misconduct, the University will take into consideration the nature of the problem, the ESS employee's record, the specific circumstance of the misconduct and any other relevant information. An ESS employee dismissed for cause will not be eligible for re-employment by the University. Examples of actions that may constitute cause, include, but are not limited to:

1. serious violation of University policy;
2. theft, dishonesty or criminal activity;
3. illegal drug use while on duty;
4. insubordination or abuse of a colleague;
5. malicious damage to University property;
6. misrepresentation of credentials;
7. threats or actions that harm the University, its employees or students;
8. unwarranted disclosure of confidential University information.

## **Termination under Job Abolishment**

An ESS position may be eliminated by the Board and the incumbent terminated due to business reasons such as anticipated or actual financial exigency, redundancy, economic requirements, organizational or technological change. An ESS Employee who is terminated under the provisions of this policy shall be entitled to reasonable notice in writing or, at the University's option, pay in lieu of notice, or a combination thereof. The University can require the employee to work three months of the notice period. The amount of the notice period that is worked beyond three months, if any, shall be mutually agreed upon by the employee and the supervisor. A representative from Human Resources and / or the next level of management are resources that can be used in achieving an agreement.

The combination of notice worked and pay in lieu of notice shall be in the amount of 1 month for each full year of continuous service with the University and a proportion of a month's notice for any partial year of service. The combination of notice and pay in lieu of notice shall not exceed 12 months.

All employer paid benefits premiums will be continued by the Board during the period worked as notice. If, however, the University elects to pay the employee a lump sum in lieu of all or part of the notice, then an amount equal to the insured premiums and pension premiums which would have otherwise been payable during the notice period will be paid to the employee. The lump sum payment will represent the maximum compensation and benefits that the employee can recover from the employer.

An ESS Employee who has agreed to work beyond the initial three month notice period and who, subsequent to having worked the initial three months of notice, opts to leave the University, with 15 days written notice to their supervisor, will receive pay in lieu of notice for the remainder, if any of the notice period.

In recognition of the importance of providing assistance to previous employees to re-establish themselves, the University may offer outplacement counseling services to the employee.

In the event that the employer elects to provide a working notice period, then during this period reasonable effort shall be made to relocate the ESS Employee to an equivalent and available job elsewhere in the University for which the ESS Employee is qualified. Should an equivalent job be identified for the ESS Employee whose job has been abolished prior to leaving, no pay in lieu of notice will be payable, as long as the ESS Employee is able to maintain their current salary in the equivalent job. An example of an equivalent job for a continuing ESS Employee would be another regular job. Once an ESS Employee leaves the employ of the University, they will be given consideration for any jobs for which they apply.

## **Termination under other circumstances**

The University can also terminate an ESS Employee or job for circumstances other than those described above. Examples include, but are not limited to performance reasons, fit within the organization, or potential for development. In these circumstances, the University will endeavor to apply fair and reasonable treatment to individuals involved. Wherever possible, a progressive

performance improvement policy will be applied before individuals are terminated. Amounts of notice or pay in lieu of notice will be established for each case based on the circumstances.

## **12.0 Conflict of Interest and/or Commitment Policy**

All ESS employees are required to complete a Conflict of Interest and/or Commitment Disclosure Form (found on the [Bridge](#)) at the start of employment, annually and whenever circumstances change. Refer also to the [Conflict of Interest and /or Commitment Policy](#) for more information.



## **Appendix A**

### **Exempt Support Salary Ranges**

Effective Date July 1, 2015

<b>Grade Level</b>	<b>Minimum</b>	<b>Maximum</b>
1	2532.71	3095.28
2	2710.29	3312.19
3	2899.80	3543.40
4	3102.41	3791.31
5	3319.34	4057.11
6	3551.74	4340.76
7	3800.86	4644.68
8	4066.64	4970.06
9	4333.50	5354.30
10	4656.60	5689.94
11	4981.98	6089.22
12	5331.20	6514.72

For the purposes of this document, the term *regular rate of pay* is the same as *pensionable salary as defined by PSPP*. It does not include over-range lump sums or acting pay.

The term *regular salary* includes over-range lump sums and acting pay as provided for in the most recent letters of compensation or appointment.

ON BEHALF OF THE UNIVERSITY OF LETHBRIDGE:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Appendix B**

### **Exempt Support Staff Compensation Pool Terms and Conditions**

The following terms outline the ESS Compensation Pool (hereinafter referred to as ‘the Pool’) and the mechanisms to ensure the Pool remains viable into the future.

1. The amount of the Pool will be \$82,425. The amount of the Pool shall be referred to as the “Base Year” and the “Base Year Amount”.
2. The Consumer Price Index (CPI) will be determined using the February to February CPI as reported by Statistics Canada for the province of Alberta.
3. Mechanism of the Pool
  - a. For purposes of this document the Pool consists of:
    - i. A Cost of Living Allowance (COLA) portion, and
    - ii. A portion allocated to Performance-Related Pay.
    - iii. The Merit Unit amount will be determined by dividing the Performance-Related Pay portion of the Pool by the total number of merit units allocated to eligible ESS employees.
  - b. The Pool shall be established on May 1 of each year and the amount of the Pool communicated to the ESS by May 15<sup>th</sup> of each year.
    - i. Eligibility for the Pool will be determined as per the ESS Manual.
  - c. The COLA portion of the Pool will be determined using the CPI.
  - d. The remaining portion of the Pool will be allocated to Performance-Related Pay.
    - i. The monies will be distributed based on the results of each employee’s performance appraisal rating.
    - ii. The total number of merit units allocated to each ESS member’s performance rating shall be determined as follows:
      1. One (1) merit unit will be allocated to each ESS member who receives a rating of two (2.00) and above on their respective performance evaluation.
      2. An additional merit unit(s) will be allocated for ratings above two (2.00)
      3. E.g. for an employee with a 3.25 performance rating:
        - a. 1 merit unit for a rating of at least 2.00
        - b. 1.25 merit units for portion of rating over 2
        - c. Total merit units is 2.25

- iii. The total merit units for the ESS group are then divided into the Performance-Related Pay portion of the Pool to determine the value of a single\_Merit Unit.
  - iv. The final value of the employee's performance-related pay is determined by multiplying the Merit Unit amount by their respective merit unit allocation.
4. Salary and performance related pay are calculated as follows:
- a. The new July 1 **salary** for each ESS member is determined by adding the June 30 salary + the COLA portion of the Pool + the Performance-Related Pay portion of the Pool up to the salary range maximum in effect on July 1.
  - b. In addition, employees whose salary is at the salary range maximum are eligible to receive Performance Related portion of the Pool as over-range pay (**“the payment”**).
    - i. The payment is divided into twelve (12) parts and paid monthly, ending by June 30 of the following year.
    - ii. The payment is prorated monthly to reflect leaves without pay or reduced hours.
    - iii. If the employee leaves the University or transfers to another employee group within the University, payments cease.
    - iv. This payment does not become part of the ESS employee's continuing salary and is not pensionable, except as outlined in “1 b i” below:
      - 1. If the employee is promoted or the position is reclassified to a higher grade, this amount is:
        - a. Not considered in any calculation for increased pay.
        - b. Adjusted as follows:
          - i. The payment is applied to salary, if there is room, to bring salary up to the new range maximum. This amount becomes pensionable.
          - ii. The remaining portion, if any, continues as a payment up to June 30. This amount is not pensionable.
      - 2. If the employee is in a position that is reclassified to a lower grade, there is no effect on the payment for that year (July 1 – June 30).
      - 3. If the employee is subsequently assigned to an acting appointment, this amount
        - a. Is not included in any calculation for increased pay.
        - b. Will continue to be paid out as a payment.

5. Each year the amount of the Pool will be reviewed by May 1<sup>st</sup>, based on the following:
  - a. The Pool will be increased if the CPI (February over February) is greater than 4.00%. The increase will be the difference between the CPI and 4.00%.
  - b. In any event, the Pool amount will be reviewed by Human Resources, in consultation with the ESS group every five (5) years to ensure its viability.
6. The ESS salary ranges will be reviewed each year by the Board and adjusted accordingly by July 1 of each year.
7. When an ESS member is added to the Pool, the Pool will be increased by the average (COLA portion plus the Performance-Related Pay portion) increase of the previous year. If an ESS member leaves the Pool, the Pool will be decreased by the average (COLA portion plus the Performance-Related Pay portion) increase of the previous year.

## **Appendix C**

### **Performance Evaluation Appeals Process**

1. The ESS Employee drafts a written appeal of the Performance Evaluation and submits it to the Senior Manager (e.g. Dean or Executive Director).
2. The Senior Manager drafts a written response to the appeal.
3. The Senior Manager submits the appeal and the response to the Associate Vice-President (Human Resources & Administration). If the Associate Vice-President (Human Resources & Administration) approved the comments previously, the appeal will be submitted to another Associate Vice-President.
4. The Associate Vice-President provides the written decision to the ESS Employee, the Supervisor, the Senior Manager, and Human Resources.