

Steve

MEMORANDUM

MEMO TO: To CELA
FROM: Personnel Committee
DATE: August 27, 1984
RE: Draft Personnel Policy

The first Draft of CELA's personnel policy is being circulated for comment. Could you please read over the policy and provide your comments by Friday, August 31, 1984.

Once your comments are received, a second draft will be prepared and submitted to the management committee before going to the Board on September 10, 1984.


Frank Giorno

dlb

Attachment

CELA PERSONNEL POLICY

Draft

August 14, 1984

1. Preamble -

- 1.1 The object of this policy is to promote a harmonious relationship between employer and employee, members of the CELA legal staff and non-legal staff and to provide means acceptable to both for settlement of differences as may arise from time to time; to define clearly the hours and conditions of work.
- 1.2 This policy shall be administered and interpreted as reasonably as possible and in such a manner as to foster and serve the objects and purposes of the Clinic.
- 1.4 The employer recognizes the rights of its employees to unionize as set out in the Labour Relations Act of Ontario.
- 1.5 There shall be no discrimination against any employee or prospective employees because of race, creed, colour, sex, sexual orientation, age, national origin, number of dependants, political affiliation, past and present. Union membership or union activity, and inso far as feasible physical or mental handicap and medical history, in regard to hiring, lay-offs, dismissals, demotion, promotion, rates of pay or other terms or conditions of employment.

2. Definitions - For the Purpose of this Policy the following definitions will apply.

employer - refers to the Board of Directors

Clinical director - Senior lawyer selected by the Board to supervise the daily activities of the Clinic.

legal staff - all employees who have been hired as lawyers.

~~non-legal~~ staff - all employees who have not been hired as lawyers, including, Office Manager, Director of Research, receptionist, secretary, librarian, editor of the newsletter.

Non legal staff - Sarah Franklin, Mary.
Support staff
temporary - any employee who is hired for a period of not more than three months or any other mutually agreed time.

part-time - any employee who works less than ⁵/₂ full days a week, but is a permanent employee.

3. Management Rights

Except as expressly abridged by this agreement the Board shall continue to have the right to take any action it deems appropriate in the management of the clinic and the direction of its employees. Without limiting the generality of the above, these rights include, the right to hire, direct, promote, demote, retire, transfer, lay-off or recall, discharge, reprimand, suspend or otherwise

discipline employees for just cause: to determine the requirements of a job and the standards of the work to be performed: to expand, reduce, alter, combine, transfer or cease any job activity in the office: to determine the size and composition of the work force: to make or change any rules, policies or practices with respect to employment: to maintain order and efficiency and otherwise generally manage the clinic, direct the work force and establish terms and conditions of employment.

4. Hours of work

Clinic staff shall be required to work 7 hours per day and 35 hours per week.

4.1 Overtime

Support
Overtime for ~~non-legal~~ staff is defined as time worked in excess of the required work week.

4.2 Overtime shall be voluntary by all parties.

↓ non-legal
4.3 Legal staff shall not be eligible for paid overtime, however they may take up to 5 days off a year when they have been required to work exceptional amounts of excess hours, at the discretion of management committee agreeable to all parties.

Support
4.4 ~~Non-legal~~ staff may be paid for pre-authorized time worked, at a rate not exceeding 1-1/2 times the regular rate of pay.

Non-legal staff may claim compensatory time off in lieu of payment for overtime work, scheduling of this time subject to agreement by the employee and Clinic Director. ~~At discretion~~

~~of nature~~ *At discretion of clinic director*

5. Benefits

All full-time employees of CELA shall receive benefits as provided by the OLAP benefits package. The benefits will take effect immediately after the successful completion of the three month probationary period.

6. Holidays

There will be 12 holidays a year, 10 of these will be statutory:

New Years Day	Victoria Day	Thanksgiving Day
Good Friday	Canada Day	Christmas Day
Easter Monday	Civic Holiday	Boxing Day
Labour Day		

6.1 Two floating holidays to be agreed upon mutually by employee and clinic director.

6.2 People of other than the Christian faith may substitute their holidays within the guidelines that this not exceed the number of days outlined above. If more time is required for religious reasons, this may be taken from holiday time or on a non-paid basis.

7. Vacations

7.1 New employees should complete 6 months continuous service before taking vacation time. After 1 full year of service an employee will be entitled to 3 weeks vacation.

7.2 Employees may earn up to 1.25 days/month paid vacation leave in the first 5 years of employment. Employees may earn up

to 1.67 days/month paid vacation leave in the 6th and subsequent years of employment.

8. PARENTHOOD LEAVE

8.1 Female employees who have been employed for one year by the clinic shall be entitled to six months leave without pay upon the birth or adoption of her child.

8.2 An employee eligible for parenthood leave under clause 8.1 will be entitled to a supplementary unemployment benefit (S.U.B.) payment of 19% of her regular weekly pay, for a period of up to 17 weeks, for each week the employee is on maternity leave and is receiving Unemployment Insurance Maternity Benefits (U.I.M.B.) or is serving the two week Unemployment Insurance waiting period and the waiting period is the only reason she is not receiving U.I.M.B. It is further agreed that in the event that the total of the S.U.B. and U.I.M.B. payments during this period is less than 62% of the employee's regular pay, the employer will increase the percentage of the S.U.B. paid to such an employee to provide that the said employee receives 62% of her regular pay during this period. It is further agreed that no payments will be made under this Article until the employee submits her U.I.M.B. stub or other proof of U.I.M.B. eligibility to the employer.

8.3 Subject to any regulations established by the Unemployment Insurance Commission, the employer will pay these S.U.B. benefits in equal amounts throughout the benefits period.

8.4 During a period when an employee eligible for parenthood leave under clause 8.1 is receiving S.U.B. payments pursuant to clause 8.2, the employer will, if requested to do so by the employee, maintain the employee's participation in the following listed benefits and will continue to pay its usual portion of the costs of these benefits. The employee's contribution, if any, will be deducted from the S.U.B. payments payable to the employee. The listed benefits are:

O.H.I.P.	Long Term Disability
Dental Plan	Accidental Death &
Extended Health Care	Dismemberment (if applicable)
Group Life	C.P.P.

8.5 An employee who intends to take parenthood leave, other than under clauses 8.6 and 8.7, shall give the Board written notice (8) weeks prior to the intended date of leave.

8.6 Subject to U.I.C. approval, male employees shall be entitled to two (2) weeks' leave with pay within the first 4 months of the birth or adoption of a child.

8.7 Subject to U.I.C. approval, female employees shall be entitled to two (2) weeks' leave with pay upon the adoption of a child.

9. Bereavement Leave

For the purpose of this article, family shall mean wife, husband, children, parent, grandparents, brothers, sisters, parents-in-law.

9.1 Employees shall be entitled to a paid leave of absence in the case of a death in the family for three working days.

9.2 The Board may approve further bereavement leave with or without pay for a reasonable length of time upon request.

10. Sick Leave

Employees shall be entitled to 1-1/4 days per month up to 15 days per year paid sick leave. Further sick leave may be approved by the Board. Reasonable leave with pay will be granted in the event of illness in the immediate family.

10.1 Sick leave can not be carried over to a new year nor are they transferable to another person.

10.2 No cash payment will be given for unused sick leaves upon termination of employment.

10.3 An employee entitled to long term disability Benefits under the OLAP plan shall be entitled to paid sick leave during the waiting period before which Long term disability Benefits are paid. A maximum of 1-1/4 days per month of clinic employment less paid sick day previously taken.

(Note: The OLAP package only covers Death, and accidents resulting in a permanent disability. The benefits package does include coverage of Major medical expenses not covered by OHIP, but not lost wages due to long term illness, or recuperation from an accident.)

11. Other Paid Leaves

A Board may grant other leaves of absence to staff provided that:

- a) the leave does not interfere unduly with the work of clinic and
- b) the length and purpose of the leave complies with generally accepted standards.

12. Unpaid Leave of Absence

A Board may in its discretion grant an employee an unpaid leave of absence to a maximum of 12 months in duration.

13. Leave for the Purpose of Standing for Elected Office

A Board shall grant a leave of absence without pay to an employee for the purposes of standing for elected public office. Where such leave is granted, it shall commence no later than the day which the writ for the election is issued and shall terminate no before the day after which the votes are tabulated.

- 13.1 An employee elected to public office shall be granted an unpaid leave of absence up to a maximum of 5 years.

14. Administration of Personnel Policy

Responsibility for the administration of personnel policy is to be exercised by the Management Committee. The authority of the Management Committee to direct and administer the personnel policy will be subject to the grievance procedures set out hereunder.

14.1 The Director of the Clinic shall be responsible for administration of personnel policies on a day-to-day basis.

15. Attendance/employment records shall be maintained for all members of staff and shall include record of:

- i) attendance
- ii) sick leave
- iii) accrued vacation
- iv) any other leaves taken by employees during the month
- v) compensatory time accrued and taken.

15.1 Such records shall be filed with each employees employment record and reviewed by the director on a monthly basis.

15.2 Access to employment records shall be by Management Committee as necessary. Individual employees shall have access to their own employment records as requested.

16. Grievance

2nd draft

This policy has as its objective the prompt and amicable resolution of complaints and the fair expeditious resolution of a grievance.

16.1 A grievance shall be defined as any differences or disputes arising between the members of the CELA staff and the Board of Directors or between Legal and Non-legal staff concerning the application, administration, alleged violation of this policy.

16.2 Procedure for Grievance

Step one

Every effort shall be made to resolve complaints through initial discussion between the parties involved and the clinic director.

16.3 Step two

If step one is unresolved, the grievor may proceed to grieve to a staff committee composed of the Clinic Director, 1 representative of non-legal employees. Alternative: The grievor may grieve to the clinic director for resolution of the conflict. The grievor may be accompanied by a representative at the meeting.

16.4 Grievor may may appeal Clinic Director's decision to Management Committee for a resolution. Management Committee's decision must be ratified by the Board.

16.5 Employee may then grieve decision of Management Committee to independent, volunteer third party neutral. Within 14 days of Management Committee decision notification will be sent to that third party along with a written summary of the grievance. The third party will hear both sides of the dispute. Decision is binding.

16.6 The grievance shall be set forth in writing signed by the grievor and shall be delivered to the staff committee or the Director within 14 days after a dispute or incident becomes knowledge; shall be delivered by the grievor to Management Committee within 14 days or as soon as Management Committee holds a meeting; shall be delivered to the third party within 14 days. Decisions by the Third Party Neutral are final and binding.

16.7 All decisions must be made in writing and a copy provided to the grievor forthwith. Decisions must be made promptly by the staff committee of Clinic Director (choose one alternative) or Management Committee. The third party Decision must be given in writing within 15 days.

16.8 Grievances involving Clinic Director may proceed immediately to Management Committee

16.9 In situations where a member of Management Committee is involved in a dispute being grieved, a conflict of interest will be declared and the members will abstain from voting.

16.10 The Grievor will be entitled to assistance by a representative upon request during the grievance procedure.

17 DISCHARGE AND DISCIPLINE

17.1 No employee shall be discharge or disciplined without just cause.

17.2 Nothing in this agreement prevents a supervisor or the Director from discussing informally with an employee the quality of the employee's work and identifying areas for improvement. Dismissal procedures cannot begin unless there has been communication in writing by the clinic director stating clearly what improvements are required. The employee will be allowed time to improve their job performance. If in the opinion of the clinic director the problem persists steps to dismiss can be taken.

17.3 No employee shall be discharged except by a decision of the Management Committee of the Board or the Board.

17.4 If a discharged employee grieves within five (5) calendar days of discharge, the grievance shall be filed at the step set out in the Grievance procedure established above the employee shall not be severed from the payroll before the completion of that step if the employee does grieve.

17.5 Employees shall be given the notice or equivalent severance pay as required by the Employment Standards Act unless the discharge is for wilful misconduct or disobedience or wilful neglect of duty in which case no notice or severance pay need be given.

18. Process for Job Evaluations

18.1 The Purpose of job evaluations are:

- a) to allow each employee to improve his or her job performance
- b) to provide a structured, regular opportunity for two-way communication between all staff and their immediate supervisors with respect to job performance and working conditions.

18.2 Job evaluations will be done once a year.

18.3 Job descriptions will be the basis for job evaluations.

18.4 Written job evaluations will be placed in personnel file; employee will have a right to review and make written comments which shall also be placed in file.

19. Salary Negotiations

19.1 Any staff member or group of members may advance position and negotiate with Management Committee.

19.2 Management will recommend staff salaries for all positions to the Board of Directors which shall make the final decision.

20. Temporary Staff

Temporary staff will be hired as needed at the discretion of the clinic director. And will be paid to pro-rated salary based on the scale offered to a full-time employee.

20.1 The Board may hire temporary employees for work not exceeding six months unless an extension is mutually agreed upon. If a temporary employee is retained for an extended period, consecutively the employee will be informed of their job description. Can refuse to do unreasonable work not part of the job description.

21. Probationary Employee

The discharge of an employee during the probationary period shall not be the subject of a grievance unless the discharge is for any of the reasons prohibited by section 1.5.

21.1 Probationary employees will be evaluated after 3 months based on the duties and responsibilities described in the job description. Refusal to perform unreasonable tasks not part of job description will not be a ground for dismissal.

21.2 Probationary employees will be trained by competent supervisory staff and informed of their duties, responsibilities and rights. They will be given a copy of the job description and will go through the job description thoroughly with supervisor prior to commencing.

21.3 Part-time Permanent Staff

Part-time permanent employees shall receive benefits, or their cash equivalent, equal to those given to permanent full-time staff, except that they shall be paid on a pro rata basis.

22. Courses

The Board may pay an employee's expenses for a course which will benefit the organization.

23. Job Descriptions:

A job description will be produced for each CELA position, written by Management Committee

23.1 Changes in job description will be made by Management Committee. Salaries will increase to reflect increased responsibilities. The employee whose job description has been changed will be consulted about the change prior to it being implemented. If the change involves the use of new technology, the employee will be sufficiently trained to carry out the new technology, the employee will be sufficiently trained to carry out the new job descriptions.

23.2 Each non-legal employee will report to the legal employee or employees they are responsible to. Conflicts in prioritizing work of non-legal staff will be resolved by them.

24. Hiring Policy

CELA will pursue a hiring policy which will ensure that the best qualified persons are selected for a position. CELA will also follow a policy of Affirmative Action.

24.1 The power to decide who shall be hired will rest with the Board of Directors.

24.2 Process for Hiring a New employee

The Board of Directors acting through Management Committee will establish a hiring committee composed of Board members and staff members to interview prospective employees for permanent full-time positions.

24.3 Competition for permanent full-time positions will be open and advertisements for the position will be placed where appropriate in a Toronto daily newspaper or the Globe and Mail.

24.4 A Part-time or temporary employee will be hired by the staff committee.

25. Staff Owned Car and Transportation Costs

Staff owned cars used for CELA purposes will receive \$0.15 per kilometre in mileage. Parking fees will be reimbursed by CELA upon production of a receipt.

25.1 Staff will be reimbursed for transportation costs incurred while on CELA business.

26. Confidentiality

CELA employees will treat all client information as confidential.

27. Health and Safety

CELA will provide a working environment that is healthy and safe.

27.1 Employees may refuse to do work which they perceive to be a risk to their health or safety.

28. Amendments to this Policy will be made by the following process: A committee composed of two non-legal staff, one legal staff and one non-staff Board member will be established from time to time for the purposes of amending this policy.

28.1 If there is dissatisfaction with Amendments, it should be discussed at staff level. Proceed to Management Committee, and the Board.

28.2 If a disputed amendment is passed it may follow the grievance procedure until it is resolved.