



# UNIVERSITY OF TORONTO

University of Toronto  
Governing Council

**School of Continuing Studies  
Policies for ESL Instructional Staff**

April 8, 2002

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## 2.01.01 - APPOINTMENT CONDITIONS - TYPES OF EMPLOYEES DEFINITIONS

### ESL Instructional Staff

ESL Instructional staff teach and work in the non-credit International English as a Second Language Program within the division of the School of Continuing Studies.

### Continuing Employees

Continuing employees have no predetermined end date and hold positions that are considered by the School of Continuing Studies as part of the staff complement of the unit and whose employment will continue unless terminated by the University in accordance with the *Policies for ESL Instructional Staff* or by an employee through resignation or retirement. Continuing employees may be full-time or part-time.

### Limited Term Employees

Limited Term employees are ESL Instructional staff hired for an initial appointment of at least six (6) months in length and have a predetermined end date at which time the appointment will terminate. Limited Term appointments may be renewed or extended for a period not to exceed five (5) years in total. Such term appointments are for a specified period and do not involve a continuing commitment by the University beyond the term stated in the employment contract. Limited Term employees are not subject to any of the provisions of the *Policies for ESL Instructional Staff* unless expressly provided for in the specific policy. Subject to the approval of the Director upon assessment of performance, Limited Term employment beyond five consecutive years will result in an employee becoming a Continuing employee subject to all of the terms and conditions of the *Policies for ESL Instructional Staff*.

### Part-time Employees

A part-time appointment is an appointment of 25% or more of a full-time appointment which shall average 36-1/4 hours per week.

## EXCLUSION

### Casual Employees

Casual employees are not governed by the *Policies for ESL Instructional Staff*. Terms and conditions of employment for casual employees are governed by:

- i. the provisions of the Employment Standards Act of Ontario including those provisions pertaining to hours of work, public holidays, overtime, vacation pay, notice of termination; and,
- ii. the written agreement made in relation to their employment at the time of hiring.

## EMPLOYMENT PROVISIONS

All Continuing ESL Instructional staff of the International English as a Second Language Program at the School of Continuing Studies are governed by the *Policies for ESL Instructional Staff*.

The University retains the right to modify or amend the policies in whole or in part from time to time on the giving of written notice to employees of changes in the policies as the University, in its sole discretion, considers appropriate.

The department head reserves the right to determine each staff member's schedule and teaching assignments in terms of instructional and non-instructional hours. The annual program schedule, including teaching sessions and vacation times are set by the department head. At the same time the University is committed to reasonable flexibility in relation to personal needs such as family care responsibilities within the context of providing consistent service in a cost effective manner.

## 3.01.01 - EMPLOYMENT CONDITIONS - STAFF BENEFITS/SCHOLARSHIP PROGRAM

### I. PENSION and BENEFITS

#### Eligibility

All Continuing and Limited Term ESL Instructional staff of the University who hold appointments of 25% or more, are eligible for the benefit plans as set out below. In the case of part-time staff members, the benefit will be pro-rated in accordance with the part-time appointment.

#### Benefit Plans

Eligibility for benefits coverage and the nature and extent of that coverage are governed by the terms and conditions of the relevant benefit plans. The following is only a summary and to the extent the summary is inconsistent with the terms of any relevant benefit plan, the terms of the plan prevail.

Benefit Plans include Pension Plan; Long Term Disability Plan (mandatory); Group Life and Survivor Income Plan; Dental Care Plan (mandatory); Extended Health Care Plan; Semi-Private Hospital Accommodation Plan; Vision Care Plan (mandatory); and, Joint Membership Plan. The University retains the right to alter or modify pension or benefit plans from time to time.

#### Continuation of Benefit Plans while On Leave

##### 1. Leave of Absence Without Pay

The University will continue its normal subsidy for staff members on leave of absence without salary for one (1) calendar month or less.

Continuing staff members on leave of absence without salary for more than one (1) calendar month may choose the benefit plans they wish to continue during the period of unpaid leave and remain enrolled in these plans by paying both the University's and the staff member's portion of the premium cost.

##### 2. Staff Members on Long Term Disability

Staff members will continue to accrue pension credits during the period of disability providing they remain employees of the University. Staff members are required to pay their portion of the premium cost of all benefit plans in which they are participating except for Long Term Disability, Group Life Insurance and Pension, for which the employee portion is waived.

##### 3. Staff Members on Workplace Safety Insurance Board

The University and the staff member continue to pay their respective portion of the premium cost of all benefit plans in which the staff member is participating.

### II. SCHOLARSHIP PROGRAM FOR DEPENDANTS

Scholarships shall be awarded by the University of Toronto to eligible students who are dependants of Continuing ESL Instructional staff who hold an appointment of 25% or more, who are enrolled in full-time studies in an eligible program of study at an eligible institution as defined below. The Tuition Waiver for Dependants program shall remain in effect for the purpose of part-time studies.

### Value of Scholarship

The scholarship awarded to those who qualify shall, in each year, be an amount equal to one-half the amount of the tuition for Arts and Science at the University of Toronto in that same year, excepting that, where the eligible staff member holds an appointment of less than 100% FTE, the ordinary amount shall be pro-rated to the actual FTE.

### Definitions

*Dependant* means a son, stepson, daughter, stepdaughter, or spouse of a Continuing ESL Instructional staff member.

*Eligible Institution* means any four-year-degree granting institution (or its equivalent if the institution is outside North America) which is recognized by the University of Toronto for transfer credit purposes or Ontario Colleges of Applied Arts and Technology or the Ontario College of Art and Design.

*Eligible Student* means a student who is the dependant of a Continuing ESL Instructional staff member and who is enrolled as a full-time student in an eligible institution in an eligible program of study and who:

- a. having attained at least an 80% average in the student's best six OAC mid-term or final marks or the equivalent, is enrolling in the first year of studies (Admission Scholarship); or
- b. has attained an average of at least B in the student's most recent year of eligible program of studies (In-program Scholarship); or
- c. having been granted a scholarship under this program in the previous year, continues to be eligible to proceed in the student's eligible program of study and who is not on academic probation (Continuing Scholarship).

*Program of Study* means a program of study leading to a first undergraduate degree or certificate and which does not require prior undergraduate preparation.

*Spouse* means a person who is living with the eligible staff member in a conjugal relationship, whether or not the persons are legally married to each other, and includes persons who are of the same sex or of the opposite sex of the eligible staff member.

## III. DEATH IN SERVICE

In the event of the death of a continuing staff member, the University will pay his/her estate the full salary and vacation pay accrued to the end of the month in which the death occurred.

### 3.01.02 - EMPLOYMENT CONDITIONS - SCHOLARSHIP FOR DEPENDANTS OF STAFF WHO DIED IN SERVICE OR RETIRED FROM SERVICE

#### INTRODUCTION

In order to assist the dependants of Continuing ESL Instructional staff who died in service or retired ESL Instructional staff members who have dependants of University age or dependants who, at a later age, wish to pursue University studies, the University will extend to the dependants of these retired or former staff members the dependant Scholarship program.

The terms and conditions of the Scholarship Program are described in the Staff Benefits/Scholarship Program Policy. See 3.01.01, *Policies for ESL Instructional Staff*.

## ELIGIBILITY

This benefit is available to Retired or Deceased Continuing ESL Instructional Staff:

All Continuing ESL instructional staff who died in service or retired from service and held an appointment of twenty-five (25) percent or more. In the case of retired or former part-time staff members, the benefit will be pro-rated in accordance with the last part-time appointment held.

### 3.01.03 - EMPLOYMENT CONDITIONS - SHORT TERM DISABILITY LEAVE INTRODUCTION

Short Term Disability Leave is defined as absence due to a staff member's illness or injury, not incurred in the performance of his/her regular job duties, or absence due to quarantine through exposure to contagious disease, or because of an accident for which compensation under the *Workplace Safety and Insurance Act* is not payable.

The purpose of Short Term Disability Leave is to provide against loss of earnings for staff members who are prevented by sickness or injury from performing their duties.

## ELIGIBILITY

All Continuing and Limited Term ESL Instructional staff who have completed three (3) months of continuous service with the University.

Staff members with less than three (3) months of continuous service may be granted up to two (2) weeks of leave with regular salary, at the discretion of his/her Department Head.

Limited Term employees whose employment is for a defined period of more than three (3) month will not be eligible for benefits beyond the contractual period unless they are re-appointed or the disability commenced more than two (2) months prior to the contractual termination date.

## PROVISIONS

Eligible staff members will be granted leave with regular salary for periods of up to fifteen (15) weeks for each separate and unrelated illness or injury, regardless of the length of time between illnesses or injuries.

Where there is a reoccurrence of the same or related illness, a staff member will be eligible for up to fifteen (15) weeks of leave with regular salary if s/he has attended work for a minimum of three (3) months from the last day of the previous Short Term Disability Leave.

A physician's certificate may be required by the University for any absence due to illness or injury regardless of the duration.

The University reserves the right to require that an employee seeking to return to work following a period of illness or injury first provide a medical certificate satisfactory to the University confirming that the employee is medically fit to return to work.

A staff member who is hospitalized or confined by order of a physician because of sickness or accident while on scheduled vacation will be considered eligible for Short Term Disability Leave during the period of hospitalization or confinement providing the staff member provides a physician's note confirming the period of hospitalization or confinement.

### 3.01.04 - EMPLOYMENT CONDITIONS - PREGNANCY LEAVE PREAMBLE

The following set of Policies includes: Pregnancy Leave (3.01.03), Primary Caregiver Leave (3.01.04) and Parental Leave (3.01.05). The provisions of these Policies are in compliance with the *Employment Standards Act of Ontario* and the *Employment Insurance Act*.

Continuing and Limited Term staff members who wish to receive assistance with the completion of Employment Insurance forms or to receive further information on child care or on combining work and family life may contact the University's Family Care Office or attend the Maternity Leave Planning Seminar, offered by the Office.

Questions concerning these Policies or related procedures may be directed to the Central Administrative HR Office.

### PREGNANCY LEAVE

A Maternity Leave kit containing forms and information is available to all employees upon request from the Family Care Office.

### ELIGIBILITY FOR LEAVE

Continuing and Limited Term ESL Instructional staff who have completed thirteen (13) weeks of service with the University prior to the probable date of delivery are entitled to a pregnancy leave of absence of up to seventeen (17) weeks.

Not less than three (3) months before the expected date of delivery, the staff member should notify the appropriate administrative officer, in writing, of her pregnancy and include a doctor's certificate or certificate from a midwife stating that the employee is pregnant and indicating the probable date of delivery. An employee must give two (2) weeks' notice of any change of the commencement of her pregnancy leave.

If an employee on pregnancy leave wishes to change the date of her return to work to an earlier date, she must give the University four (4) weeks' written notice of the date on which she intends to return. If the employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she must give the University four (4) weeks' written notice before the date the leave was to end.

### ELIGIBILITY FOR SUB (Supplementary Unemployment Benefits) BENEFITS

Continuing ESL Instructional staff with one (1) year of service or more with the University are eligible.

### PROVISIONS

#### SUB Benefit

The University will pay ninety-five (95) percent of regular salary during the two (2) week waiting period for Employment Insurance benefits, and for up to the next fifteen (15) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of regular salary, provided that the employee applies for and receives Employment Insurance benefits. In no case will the total amount of the University paid supplement plus Employment Insurance benefits plus any other earnings received by the staff member exceed 95% of regular earnings.

## Other

During the period of paid pregnancy leave the University will continue these individuals on their full benefits through regular payroll deductions.

In the case of a Limited Term staff member, the pregnancy leave will be limited to the period of time remaining in the session or contract of employment. In these situations, the staff member may be eligible for Employment Insurance benefits for the remaining period beyond her session or contract of employment.

The date of commencement of pregnancy leave and its length (up to seventeen (17) weeks) shall be at the discretion of the staff member, with a minimum of two (2) weeks' notice being given to the University. While pregnancy leave may begin as early as seventeen (17) weeks prior to the expected date of delivery, the Employment Insurance waiting period does not begin until ten (10) weeks prior to the expected date of delivery. If the employee has been on her pregnancy leave for seventeen (17) weeks but the baby has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth.

If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the University written notice of the date the pregnancy leave began (e.g. if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. In such case the provisions of the Short Term Disability policy and the Long Term Disability Plan (if eligible) shall come into effect until a) the actual date the employee's baby is born or b) the expected date of delivery or c) the date she intended to start her pregnancy leave as stated in her written notice, whichever comes first.

Length of service, vacation credits or any other leave entitlement will not be affected by pregnancy leave. An employee who has taken pregnancy leave shall be reinstated when the leave ends to the position the employee most recently held, if it still exists, or to a comparable position, if it does not. If the University's operations in the employee's work area were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employee shall be reinstated when the operations resume in accordance with the University's practice. The University shall pay a reinstated employee wages that are at least equal to the greater of the wages the employee would be earning had the employee worked throughout the leave.

## 3.01.05 - EMPLOYMENT CONDITIONS - PRIMARY CAREGIVER LEAVE

A Primary Caregiver Leave kit containing forms and information is available to all employees upon request from the Family Care Office.

### ELIGIBILITY FOR LEAVE

Primary Caregiver Leave is available to any Continuing or Limited Term ESL Instructional staff, who is a parent, other than a biological mother, who has primary responsibility for the care of a child during the eighteen (18) weeks immediately following: i) the birth of a child; or ii) the coming of a child into the custody, care and control of a parent for the first time, and who has completed thirteen (13) weeks of service with the University prior to the date of application.

Primary Caregiver leave of absence must be applied for and granted in writing with a minimum of two (2) weeks' notice. An employee making such application must confirm in writing that the employee will in fact have the primary responsibility for the care of the child during the period of the leave applied for (e.g. for a



father or same-sex parent, because the mother is unavailable or has returned to work; for an adoptive parent, because the parent will be the primary caregiver for some period of time after the child comes into the custody, care and control of an adoptive parent for the first time).

If both parents are employees of the University and eligible for the SUB Benefit, the Primary Caregiver Leave benefit may be split. The total benefit paid will not exceed that which would have been paid had one of the parents taken the leave.

In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions which arise through the blending of families.

## ELIGIBILITY FOR SUB BENEFIT

Continuing ESL Instructional staff with one (1) year of service or more with the University are eligible.

## PROVISIONS

### SUB Benefit

The University will pay the following to supplement Employment Insurance benefits:

- a. ninety-five (95) percent of regular salary during the two (2) week waiting period for Employment Insurance benefits, and
- b. during the following ten (10) weeks, the difference between Employment Insurance benefits and ninety-five (95) percent of regular salary, provided that the employee applies for and receives Employment Insurance benefits. In no case will the total amount of the University paid supplement plus Employment Insurance benefits plus any other earnings received by the staff member exceed ninety-five (95) percent of regular earnings.

The balance of the leave, i.e., up to twenty-five (25) weeks, is taken as unpaid parental leave.

### Other

During the period of Primary Caregiver Leave the University will continue these individuals on their full benefits through regular payroll deductions.

In the case of a Limited Term staff member, any Primary Caregiver Leave will be limited to the period of time remaining in the session or contract of employment. In these situations, the staff member may be eligible for Employment Insurance benefits for the remaining period beyond his/her session or contract of employment.

Length of service, vacation credits or any other leave entitlement will not be affected by Primary Caregiver Leave. An employee who has taken Primary Caregiver Leave shall be reinstated when the leave ends to the position the employee most recently held, if it still exists, or to a comparable position, if it does not. If the University's operations in the employee's work area were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employee shall be reinstated when the operations resume in accordance with the University's practice. The University shall pay a reinstated employee wages that are at least equal to the greater of the wages the employee would be earning had the employee worked throughout the leave.

### 3.01.06 - EMPLOYMENT CONDITIONS - PARENTAL LEAVE

A Parental Leave kit containing forms and information is available to all employees upon request from the Family Care Office.

#### ELIGIBILITY FOR LEAVE

This provision is not available to employees who have taken Primary Caregiver Leave. Continuing and Limited Term ESL Instructional staff who have completed thirteen (13) weeks of service with the University are entitled to an unpaid parental leave following the birth of the child or the coming of the child into a parent's custody, care and control for the first time, as follows:

- birth mothers are eligible to take thirty-five (35) weeks of parental leave; and,
- all other new parents, such as fathers, adoptive parents and same-sex partners, may take up to thirty-seven (37) weeks of parental leave.

#### PROVISIONS

For employees who take pregnancy leave, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care and control of the birth mother. For other parents, parental leave must commence within the fifty-two (52) weeks following the baby's birth or for adoptive parents, within the fifty-two (52) weeks after the child first comes into the custody, care and control of a parent. Note that if the parent wishes to collect Employment Insurance benefits during parental leave, the parental leave must be completed within the fifty-two (52) week period as described above.

Eligible employees must give two (2) weeks' notice prior to commencement of the leave. If s/he does not specify when the leave will end, it will be assumed that s/he wishes to take the maximum leave.

An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date by giving two (2) weeks' notice before the leave was to begin.

If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the University written notice of his/her intent to take the parental leave.

If an employee on parental leave wishes to change the date of return to work to an earlier date, s/he must give the University four (4) weeks' written notice of the date on which s/he intends to return. If the employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), s/he must give the University four (4) weeks' written notice before the date the leave was to end.

During the period of Parental Leave the University will continue the employer subsidy of any benefit plan for which the person continues to pay the employee portion. In the case of a staff member on a Limited Term appointment any Pregnancy, Primary Caregiver or any Parental Leave will be limited to the period of time remaining in the session or contract of employment. In these situations, the staff member may be eligible for Employment Insurance benefits for the remaining period beyond his/her session or contract of employment.

Length of service, vacation credits or any other leave entitlement will not be affected by Parental Leave. An employee who has taken Parental Leave shall be reinstated when the leave ends to the position the employee most recently held, if it still exists, or to a comparable position, if it does not. If the University's operations in the employee's work area were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employee shall be reinstated when the operations resume in accordance with the University's practice. The University shall pay a reinstated employee wages that are at

least equal to the greater of the wages the employee would be earning had the employee worked throughout the leave.

### 3.01.07 - EMPLOYMENT CONDITIONS - COMPENSATION

#### INTRODUCTION

The objectives of the University's compensation program for ESL Instructional staff are to enable the University to attract and retain highly qualified staff through a fair and competitive total compensation program, to differentiate pay levels on the basis of performance as well as job content, and to reward excellence.

#### HIRING

A new staff member shall be considered probationary until s/he has successfully completed his/her probationary period which may be up to 12 months of continuous active employment, to be determined by the supervisor. The staff member's employment may be terminated at any time during the probationary period without notice or any compensation in lieu thereof, other than as may be required under the *Employment Standards Act of Ontario*. Limited Term employees who convert to appointed staff and have 12 or more months of continuous service, shall have such service considered to be the probationary period.

#### SALARY RANGE

The salary range for Continuing ESL Instructional staff will reflect across-the-board adjustments with some exceptions determined by the University. This increase will be communicated to ESL employees each year. No individual will be paid below the published range minimum. The salary range will be as set out as Schedule 'A' as attached hereto. Movement through the range is based on years of service and contingent upon the successful completion of set goals and expectations.

The School of Continuing Studies may, at its sole discretion, move employees at an accelerated rate through the range.

#### OTO (ONE-TIME-ONLY) PAYMENTS

Lump sum payments may be awarded to an employee to recognize extraordinary effort and/or contribution or to employees whose salary is at the range ceiling for the position but are superior performers. Such payments are not part of the employee's regular salary.

Lump sum payments may also be awarded to employees to recognize excessive additional hours of work that are beyond what is normally expected for ESL Instructional staff.

### 3.01.08 - EMPLOYMENT CONDITIONS - HOURS OF WORK, VACATIONS AND LEAVES

#### ELIGIBILITY

All Continuing ESL Instructional staff:

##### a) Hours of Work

Given the nature of program delivery, ESL Instructional staff will be scheduled to work according to the demands of the International ESL Program schedule and the individual courses within that Program. Working time may include but shall not be limited to non-credit instruction, preparation, marking and

grading, instructional supply for absent colleagues, administrative and experiential obligations, and professional development time. Given the irregular patterns of course registrations, ESL Instructional staff may be required to instruct evenings, weekends or distance learning courses in order to meet instructional-hour requirements. Hours of work shall average 36-1/4 hours per week over the course of a year.

## **b) Vacations**

ESL Instructional staff members are entitled to twenty (20) days of vacation. Vacation credits may be used only as allowed by the International ESL Program annual schedule and as assigned by the Department Head.

## **c) Leaves**

Leave of Absence without Pay

Leave of absence may be agreed upon by SCS and an ESL instructor at any time. A leave of absence shall normally not exceed one (1) year.

The staff member will have the option of maintaining full membership in the University's benefit plans by paying both the employee and employer portions of the premiums.

# **3.01.09 - EMPLOYMENT CONDITIONS - PROBLEM RESOLUTION**

## **INTRODUCTION**

Continuing ESL Instructional staff are encouraged to resolve problems through full and open discussion of the problem with their supervisor.

However, where the problem cannot be resolved within the supervisor-employee relationship, this process provides ESL Instructional staff with an additional avenue for resolution of the problem.

## **ELIGIBILITY**

All non-probationary Continuing ESL Instructional staff including ESL Instructional staff members whose employment is terminated by the University.

## **PROCESS**

Where discussion with his/her supervisor fails to resolve the problem, the staff member may appeal to the next level of authority up to and including the Director of the School of Continuing Studies.

In exceptional circumstances, the staff member and his/her supervisor may agree to pursue non-binding without prejudice mediation as a means of facilitating resolution of the problem. In cases where mediation is recommended by other than the staff member or his/her supervisor, both parties must be consulted and be agreeable.

If the staff member and his/her supervisor are agreeable, a mediator will be selected from a predetermined list of mediation services. The mediator will meet with the parties and endeavour to effect resolution of the problem within a mutually agreed upon period of time.

## 3.01.10 - EMPLOYMENT CONDITIONS - ACCESS TO PERSONNEL FILES

### INTRODUCTION

In order to document and administer the employment of staff, the University collects, maintains and uses information relating to pay, benefits/pension, terms of employment, performance, career development, attendance, references and other personal data.

In cases of internal transfer, the staff member's departmental and/or divisional personnel file will be transferred to the staff member's new department or division.

The Access to Personnel Files Policy sets out the staff member's right to access, correct and add to information collected and maintained by the University. This policy is applied in accordance with the basic principles of the University of Toronto Policy on Access to Information and Protection of Privacy.

### DEFINITIONS

*Personnel File:* Records maintained in a departmental or divisional Personnel File or in a Personnel File maintained by the Human Resources Department or on the Human Resource Information System (HRIS), pertaining to the employment of a staff member.

### CONDITIONS

Any Continuing or Limited Term ESL Instructional staff member has the right to examine information included in his/her Personnel File, subject to the conditions set out below:

- A staff member must give reasonable notice, in writing, of a request to examine his/her Personnel File to his/her supervisor or HR Generalist, as appropriate.
- The employing department or the Human Resources Generalist will arrange a mutually convenient time and location for the staff member to examine his/her Personnel File in the presence of a departmental or Human Resources representative.
- Access to certain records may be denied at the discretion of the University in accordance with the principles set out in the University Policy on Access to Information and Protection of Privacy. Where access is denied, a list of records removed from the Personnel File will be provided to the staff member.
- A staff member may not remove or alter information in the Personnel File, but may request correction of information where s/he believes there is an error or omission. Staff members also have the right to add rebuttal documents to the file.
- At the staff member's request, documents that recognize his/her job-related accomplishments, including certificates, diplomas, degrees, documentation of service on University committees and University or community offices held will be added to his/her Personnel File.

### RELEASE OF INFORMATION TO THIRD PARTIES

- No information or records contained in the Personnel File of a staff member shall be released or made available to any other person or institution without the written consent of the staff member, except, as permitted, under the University Policy on Access to Information and Protection of Privacy, or as may be required by law.

## 3.01.11 - EMPLOYMENT CONDITIONS - CONFLICT OF INTEREST

### INTRODUCTION

All Continuing and Limited Term ESL Instructional staff of the University of Toronto are committed to achievement of the University's mission. Hence, their primary commitment is to the work of the University and their personal activities may not conflict with the University's interests. Occasionally, in the course of the exercise of their responsibilities, staff members may develop commitments to persons or organizations other than the University and may perform services for others for which they are paid. In such cases, situations may arise when a staff member's personal or financial interests may conflict, or may seem to conflict, with the staff member's obligations to the University. All staff members have an obligation to report and discuss with the person to whom they report all such conflicts or potential conflicts that the staff member believes, or an objective observer would believe, to be significant. If the person to whom the staff member reports concludes the activities constitute a conflict of interest, the staff member may not continue to engage in them.

Any alleged breaches of this policy will be handled under the Termination for Cause section of the Termination of Employment Policy, 5.01.01, *Policies for ESL Instructional Staff*.

### APPLICATIONS

#### 1. Use of University Resources

ESL Instructional staff may not make more than trivial use of University facilities, supplies or administrative services for personal purposes without authorization. On occasion, an ESL Instructional staff member may wish to make more than trivial use of University facilities, supplies or services. Application must be made in writing to the person to whom the person reports. If the request is granted, the ESL Instructional staff member shall reimburse the University for the full cost, including overhead, of the facilities, supplies or support staff used.

#### 2. Conflict of Interest Resulting from Family or Other Personal Relationships

- a. Any situation involving the hiring (including casual hiring), supervising, or conferring or denying of any material benefit to any person with whom there exists or has recently existed an intimate personal or family relationship must be discussed by the staff member with his or her supervisor.
- b. Where funds involved are administered by the University, no staff member may, directly or indirectly, purchase from or sell to, or confer or deny any financial or commercial benefit on or engage in any commercial transaction with any person or organization with whom the staff member has, or recently had, an intimate, family or business relationship without the prior approval of the person at the next higher level of authority. In requesting the approval, the staff member shall indicate in writing why the benefit should be conferred on, or the activity should be carried out by the person.

#### 3. Conflict of Interest for Supervisor

If the person to whom an employee normally reports has a personal interest in the matter to be discussed, then that individual shall refer the matter to the person at the next higher level of authority.

#### 4. Purchases Involving University Funds

If a staff member has received or is receiving supplementary income from a company, or if the staff member or a member of his or her family or a person with whom the staff member has recently had an intimate personal relationship, has a significant financial interest in a company, the staff member must disclose the nature of the involvement with the company in any situation in which the staff member is in a

position to influence whether or not University funds will be used to purchase goods and services from that company or where the company may otherwise receive some benefit from the University.

#### 5. Approval of Expenses

All expense claims made by staff members involving funds administered by the University require the signature of the person to whom the staff member reports.

#### 6. Acceptance of Gifts

The acceptance of gifts or any other material benefit or favour from individuals who are associated with the University activities of the staff member, with the exception of minor gifts as token courtesies, is not normally permitted. If a staff member has any doubts about the propriety of accepting a particular gift or favour, s/he should discuss the matter with the person to whom s/he reports.

#### 7. Paid Professional or Commercial Activities

While staff members may in some circumstances engage in professional or commercial activities from which they derive supplementary income, such activities must be fully disclosed to, and receive the approval of, the person to whom the staff member reports. Where, in the opinion of that person, these activities constitute a conflict of interest, the supervisor may insist on the staff member's withdrawal from engaging in them. (This provision does not require disclosure of personal activities with minor financial implications such as renting a basement apartment or cottage, operating a hobby farm, and which have no impact on the staff member's University's responsibilities.)

#### 8. Confidentiality

All information about a staff member gathered under this Policy shall be held in strict confidence and not divulged to any other person, except for internal University administrative purposes required by Policy, or under the compulsion of the law, without the written consent of the staff member.

#### 9. Supplementary Divisional or Departmental Guidelines

More detailed guidelines may be developed for particular divisions or departments, as appropriate and must be approved by the Director of the School of Continuing Studies (Division Head).

#### 10. Protection of Staff Members Reporting Suspected Conflict of Interest

The University or person(s) acting on its behalf shall not i) dismiss or threaten to dismiss or suspend a staff member; ii) discipline or suspend or threaten to discipline or suspend a staff member; iii) impose any penalty upon a staff member; or, iv) intimidate or coerce a staff member because the staff member has in good faith, provided information relating to an alleged conflict of interest to an appropriate officer of the University or has sought the enforcement of this Policy through appropriate University channels. In cases of suspected financial impropriety, staff members should follow the University of Toronto 'Reporting Incidents of Suspected Financial Impropriety' procedure which details the University's protocol for responding to allegations of financial impropriety including procedures for individual staff members

#### 11. Copyright

In accordance with Section 13(3) of the Canadian Copyright Act, the ESL instructional employee, continuing and limited, agrees that the School of Continuing Studies shall be the owner of the copyright in all works created by the employee in the context of his/her work while employed by the University.

## 4.01.01 - PERFORMANCE MANAGEMENT - PERFORMANCE MANAGEMENT

### ELIGIBILITY

This policy applies to all Continuing and Limited Term ESL Instructional staff.

### OBJECTIVES

The objectives of the performance management process are:

- to link planning, assessment and rewarding of results of each ESL Instructional staff member to the achievement of University and divisional/departmental objectives; and
- to foster excellence in the work place and contribute to the achievement of the mission of the University.

### THE PROCESS

#### Performance Assessment

In consultation with the staff member, the supervisor establishes goals and objectives, appropriate to the responsibilities of the staff member's position which will support the achievement of the objectives of both the University and the division/department. During the year and through course evaluations, teaching observations and meetings, the supervisor and department head will monitor and provide periodic feedback to the staff member on his/her progress toward the achievement of established goals and objectives, identifying any obstacles and providing advice, training support and other assistance as may be needed to enable the staff member to perform to full potential.

On at least an annual basis, the supervisor will review and discuss the staff member's activity report which summarizes his/her achievement of established goals and objectives and will provide written feedback on these achievements, identifying any areas requiring improvement and plans for further development. The achievement of goals and objectives, quality of work and the staff member's contribution to both the division/department and the University, will be taken into consideration in assessing performance and providing feedback.

#### Managing Unsatisfactory Performance

Where the performance of an ESL Instructional staff member remains unsatisfactory following the provision of appropriate support, the supervisor will provide a written warning including what improvement is required if the staff member's employment is to be continued, any further assistance to be provided and the period of time within which improved performance must be demonstrated.

Depending on the degree of improvement in performance, if any, the supervisor may, at the end of this warning period, extend the warning period OR provide written notice that employment will continue provided that the improved level of performance is maintained OR proceed to termination. The supervisor must have the approval of the Director prior to the termination of the staff member's employment. See Termination of Employment Policy, 5.01.01, *Policies for ESL Instructional Staff*.



## 5.01.01 - TERMINATION OF EMPLOYMENT - TERMINATION OF EMPLOYMENT

### INTRODUCTION

Employment may be terminated as a result of reorganization, a decrease in registrations in the International ESL Program, changing requirements for which the staff member is not suited or other circumstances where no cause for termination exists. Where termination occurs for reasons other than cause, individuals must be treated fairly and appropriate severance arrangements made. Where termination is for cause, employment may be terminated without notice or any compensation thereof.

### TERMINATION FOR CAUSE

Where the decision to terminate the employment of an ESL Instructional staff member is for cause such as unsatisfactory performance\*, including the culminating incident in a series of performance problems, fraud, violence, gross negligence of duty, or breach of confidentiality, the Director, SCS, may, after seeking the advice of Human Resources initiate an immediate termination without notice or severance.

### INVOLUNTARY TERMINATION OTHER THAN FOR CAUSE

This policy applies to all ESL Instructional staff holding continuing appointments.

Termination other than for cause may include circumstances such as budget cuts, departmental reorganizations, the introduction of new technology, decrease in enrolment, or business process changes. In all cases, the supervisor must receive the approval of the Director of the School of Continuing Studies prior to the termination of a staff member's employment.

Where the University decides to terminate employment of a Continuing employee without cause employees will be provided with working notice or severance pay, or a combination of both, on the basis of one (1) month per completed year of continuous service\*\* with the University to a maximum of twenty-four (24) months provided that in no case will an employee receive less working notice than the minimum working notice required under the *Employment Standards Act of Ontario* or less severance pay, if any, required under the *Employment Standards Act of Ontario*.

Where the University decides to terminate employment of a Limited Term employee without cause employees will be provided with working notice or severance pay, or a combination of both in accordance with the *Employment Standards Act of Ontario*.

Formal notice of termination shall be in writing and will be delivered personally to a staff member or by registered mail to his/her home address most recently provided by the employee to the University, and will specify the employee's termination date.

All benefits coverage and pensionable service ceases effective the date of termination of employment and employees shall have no claim whatsoever for benefits coverage or pensionable service beyond the date of termination of employment.

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\* See the Performance Management Policy, 4.01.01, *Policies for ESL Instructional Staff*.

\*\* Continuous service is defined, as years of service from the staff member's most recent employment date as a full-time or part-time staff employee.

The staff member will be required to sign a full and final release in a form satisfactory to the University before receipt of any severance pay. The staff member will be entitled to career transition services for up to three (3) months following the date of termination.

April, 2002

**RELATED DOCUMENTS** (Added for reference by the Secretariat, March 4, 2020)

[\*Employment Standards Act of Ontario\*](#)

[\*Workplace Safety and Insurance Act\*](#)

[\*Employment Insurance Act\*](#)

[\*Statement Regarding Access to Information and Protection of Privacy at the University of Toronto\*](#)