Discipline and Termination of Employment

2. General Policy Statement

2.01 An Employee may be disciplined only for just cause.

2.02 Except in cases of Gross Misconduct, discipline will be of a progressive nature with the aim of being corrective in application.

2.03 All incidents of Unsatisfactory Performance, Unacceptable Conduct or Gross Misconduct should be brought to the Employee's attention at the earliest possible opportunity.

2.04 Remedial efforts made by the University and the degree of discipline imposed will
   a. be reasonable,
   b. be commensurate with the seriousness of the problem, and
   c. take into account the Employee's previous work record, and length of service with the University.

2.05 If the behaviour giving rise to the disciplinary measure is related to emotional illness or the use of alcohol or drugs, the Employee will be given the opportunity to voluntarily seek treatment or counseling for the problem unless exceptional circumstances exist. If the Employee participates in an active treatment program, the relevant supervisor may mitigate or suspend the disciplinary measure pending the outcome of the treatment or counseling.

2.06 The disciplinary measures for Unsatisfactory Performance or for Unacceptable Conduct may include some or all of the following:
   a. oral warnings,
   b. written warnings,
   c. informal or formal Trial Periods,
   d. suspension,
   e. demotion,
   f. termination of employment.

2.07 Disciplinary measures (b) through (e) above will be documented and sent to the Employee's file in Human Resources.

2.08 An Employee has the right to appeal disciplinary measures in accordance with Policy AD 10.17 Problem Resolution.

3. Responsibility

3.01 Human Resources and its Executive Director or his/her designate are responsible for
a. reviewing and advising on all forms of discipline,

b. consulting with supervisors and department heads at each step of the Progressive Discipline procedure,

c. receiving all documents to be placed on an Employee's file.

3.02 Supervisors, department heads, Vice-Presidents, and where appropriate, the President are responsible for

a. establishing standards of performance and expectations in general and, in particular, during Trial Periods,

b. approving Demotions, Suspensions or recommending terminations of employment.

4. **Progressive Discipline Procedures: Unsatisfactory Performance**

4.01 The supervisor and the Employee will review the Position Description to ensure complete understanding of the requirements and expectations.

4.02 The areas of deficiency will be clearly described and the expected standard of performance, along with measurement criteria and a deadline date to accomplish the improvement, will be fully explained to the Continuing Employee by the supervisor.

4.03 The Continuing Employee may be put on written notice, with a copy to the Executive Director, Human Resources, that the expected standards are to be accomplished by the deadline date. On the deadline date the supervisor will evaluate the Continuing Employee's performance and assess performance against expectations.

4.04 A Continuing Employee who is unable to satisfy position performance requirements will be given a formal Trial Period before any decision is made to Demote an Employee or terminate his/her employment. The length of the Trial Period will depend on the seriousness of the Unsatisfactory Performance and the Employee's previous work record and length of service. It must be clearly specified in writing that failure to meet the expected standards of performance will result in Demotion or termination of employment.

4.05 When a Continuing Employee has been unable to correct the Unsatisfactory Performance within the Trial Period or by the deadline date, consideration may be given to Demotion before notice of termination of employment is given.

4.06 A Continuing Employee whose employment is terminated for Unsatisfactory Performance will receive four (4) weeks' notice or four (4) weeks' pay in lieu of notice.

   a. The termination of employment date will be the last day on which the Employee actually worked.

   b. Vacation accrued but not used will be paid out on the final pay.

4.07 A Temporary Employee whose employment is terminated for Unsatisfactory Performance and who has worked less than six (6) months will be given one (1) week's notice. A Temporary Employee whose employment is terminated for Unsatisfactory Performance and who has worked more than six (6) months will be given two (2) weeks' notice of termination of employment.

5. **Progressive Discipline Procedures: Unacceptable Conduct**

5.01 In the case of Unacceptable Conduct, the supervisor will detail to the Continuing Employee the nature of the Unacceptable Conduct, its effect and/or potential effect on the workplace, and the expectation that the Unacceptable Conduct will cease.

5.02 A final written warning would normally be the last step in an Unacceptable Conduct situation before termination of employment.
5.03 A Continuing Employee whose employment is terminated for Unacceptable Conduct will receive four (4) weeks' notice or four (4) weeks' pay in lieu of notice.

a. The termination of employment date will be the last day on which the Employee actually worked.

b. Vacation accrued but not used will be paid out on the final pay.

5.04 A Temporary Employee who is involved in any form of Unacceptable Conduct will have his/her employment terminated without notice.

6. Termination of Employment for Gross Misconduct

6.01 Termination of employment for Gross Misconduct is not necessarily preceded by Progressive Discipline measures.

6.02 A Continuing Employee whose employment may be terminated for Gross Misconduct will be advised, in writing, of the grounds for dismissal and will be given an opportunity to respond before any decision is made by the University.

6.03 A termination of employment of a Continuing Employee for Gross Misconduct will be discussed with and have the approval of the President or the appropriate Vice-President.

6.04 An Employee whose employment is terminated for Gross Misconduct will not be entitled to termination notice or severance pay.

6.05 Vacation accrued but not used will be paid out on the final pay.

6.06 A Temporary Employee who is involved in any form of Gross Misconduct will have his/her employment terminated without notice.

7. Termination of Employment for Non-Culpable Circumstances

7.01 Termination of employment for Non-culpable Circumstances is not necessarily preceded by Progressive Discipline measures.

7.02 A Continuing Employee whose employment may be terminated for Non-culpable Circumstances will be advised, in writing, of the reasons and will be given an opportunity to respond before any decision is made by the University.

7.03 A termination of employment for Non-culpable Circumstances will be discussed with and have the approval of the President or the appropriate Vice-President.

7.04 A Continuing Employee whose employment is terminated for Non-culpable Circumstances will not normally receive notice or pay in lieu of notice but will instead receive severance pay.

a. The termination of employment date will be the last day on which the Employee actually worked.

b. Vacation accrued but not used will be paid out on the final pay.

c. Severance pay will be paid on the basis of four (4) weeks for each full year of service at the University to a maximum of fifty-two (52) weeks.