

## Policy Title: Employment Classifications

Category:	<input type="checkbox"/> Institutional - Board <input type="checkbox"/> Academic - Administrative <input type="checkbox"/> Institutional - Administrative <input checked="" type="checkbox"/> Employment - Administrative		
Approved by:	<input type="checkbox"/> Board <input checked="" type="checkbox"/> President		
Date approved:	December 17, 2020	Effective date:	December 17, 2020
Policy Sponsor:	Vice President, Administration and Finance	Date last reviewed:	December 17, 2020
Date of Mandatory Review (expiry date):	December 2025	Date of last revision of Procedures:	December 17, 2020

### 1. POLICY

1. An employee's status and job category is to be designated by CMCC as part of the terms and conditions of employment upon hire, transfer, or promotion.
2. At the time of hire, transfer or promotion the employee's working conditions, compensation, and benefits are to be reviewed and clarified.

### 2. PURPOSE

To establish and maintain consistent Employment Classifications for the purpose of payroll and human resources administration.

### 3. SCOPE

All employees

### 4. INFORMATION AND COMPLIANCE PLANS (not a comprehensive list)

The CMCC Benefits Package is based on Employment Classifications.

### 5. RELATED POLICIES (not a comprehensive list)

- Hours of Work
- Leaves

## 6. DEFINITIONS

An Employee is an individual who is hired by CMCC and paid directly through CMCC's payroll and does not include those working for an Agency or as independent contractors.

### Employment Categories

1. Agency is an individual performing temporary work for CMCC while being paid and remaining an employee of an employment agency, however they are expected to observe the relevant policies and practices of CMCC when working on CMCC premises.
2. Casual is an individual employed on an intermittent basis, whose work hours may fluctuate and vary from week to week and who is normally paid on the basis of timesheets and hourly rates reflecting actual hours worked. They may elect to work or not when requested to do so.
3. Contractual is an individual employed for a defined duration regardless of the hours worked. They may work full-time or specified part-time hours. Their employment will terminate at the completion of a pre-established project or at the end of the period agreed upon within the terms of the employment contract.
4. Full-time is a person employed for an indefinite duration who regularly and consistently works a minimum of 7 hours per day and a minimum of 35 hours per week excluding a lunch break.
5. Independent Contractors as defined under the Employment Standards Act and the Income Tax Act of Canada are not considered employees of CMCC. They are either self-employed or work for another organization with which CMCC has contracted for their services. Independent Contractors are paid via invoice through Accounts Payable, however they are expected to observe the relevant policies and practices of CMCC when working on CMCC premises.
6. Leave Recipients are employees who remain on either the hourly or salary payroll and who may be in receipt of benefits but receive no pay. This category is also used for employees who are on an approved leave of absence, for whatever reason, for a period that is longer than one month in duration.
7. Part-time is a person employed for an indefinite duration who regularly and consistently works a specified period of time that is less than 35 hours per week.
8. Student is a registered student of CMCC or another academic program hired to work on specified task and paid on an hourly basis. Students can also be employed through a Co-op training placement, or a government-sponsored program, either paid or unpaid.

### Occupational Categories

1. Administrative / Support is a salaried employee, without faculty appointment, whose position primarily requires administrative, paraprofessional, clerical, skilled crafts or service training and capabilities.

2. CUPE 4773 is an employee governed by the provisions of the Collective Agreement.
3. An Executive is a salaried employee whose primary function is the management of CMCC. Executive status is designated by the President.
4. Professional / Management is a salaried employee, with or without faculty status, whose prime responsibility is the management of a function and/or staff. These positions normally require at least a three-year degree and/or equivalent experience with specialized training. At least 80 percent of the employee's time is to be designated towards supervisory, administrative or professional responsibilities and duties, which demand independent judgment or discretion.

<b>New Policy Approved (date):</b>	
<b>Policy Revision History (dates):</b>	December 13, 2011 December 17, 2020

-----END OF POLICY-----

## 7. PROCEDURES

All documents, including hiring documents that change or modify an employee's Employment Classifications are to indicate the revised and approved Employment Classifications.

The Director, Human Resources is responsible for authorizing the assignment of jobs to the Occupational Category designated Executive, Manager/Professional, or Administrative/Support.

The designation of employees to Occupational Categories of Executive and/or Manager requires the approval of the President or respective Executive. Jobs assigned to other Occupational Categories may be approved consistent with established signing and/or approvals authority.

Managers are responsible for accurately indicating the correct Employment Classifications on each New Hire or Change form.

<b>New Procedure Approved (date):</b>	
<b>Procedure Revision History (dates):</b>	December 13, 2011 December 17, 2020

## 8. ATTACHMENTS

Confidentiality and Privacy Agreement for Service Providers

New Hire or Change Form

Staffing Requisition Form

# CANADIAN MEMORIAL CHIROPRACTIC COLLEGE

## CONFIDENTIALITY AND PRIVACY AGREEMENT

This Agreement is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among the Canadian Memorial Chiropractic College (“College”), and \_\_\_\_\_, the undersigned party (“Recipient”), each a “Party” and collectively the “Parties”.

WHEREAS CMCC strives to comply with applicable data protection laws in Canada, and the principles of privacy found in the *CSA Model Code for the Protection of Personal Information* (CAN/CSA-Q830), regarding the protection of personal information;

WHEREAS CMCC also seeks to prevent the misuse or unauthorized disclosure of confidential business information by the Recipient;

Now, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree to the following:

1. **Confidential Information:** The term “Confidential Information” as used in this Agreement shall mean any information, not generally or publicly known, which was obtained from CMCC either verbally, visually or in writing, or which was learned, discovered, developed, conceived, originated or prepared by Recipient in the scope or course of its relationship with CMCC. Such confidential Information includes, but is not limited to, technical data, trade secrets, or know-how including software programs, processes, data, techniques, commercial plans, designs, drawings, photographs, reports, vendor information, sources of supply, finances, pricing data, any information relating to the business plans, strategies, services or products of CMCC, and any other information which is identified as confidential by CMCC. It also includes third party information which is received by CMCC in confidence, including information received from members, potential business partners and others. Confidential information also includes any and all “Personal Information” obtained from CMCC, being any identifiable information about an individual, such as a student or past student, patient, research subject, customer, employee, volunteer or other representative of CMCC, regardless of whether or not the information is sensitive.

The Recipient shall advise CMCC promptly of any information known to it prior to the performance of services for CMCC which could be considered as Confidential Information but which the Recipient considers to be excluded from the provisions of this Agreement.

2. **Limited Use:** The Recipient shall not use, either during or after the term of their relationship with CMCC, any Confidential Information received from CMCC, whether or not in written form, except to the extent required to provide services to, or perform duties on behalf of, CMCC, as set out in the [NAME OF SERVICE CONTRACT] entered into by the Parties on [SERVICE CONTRACT DATE].
3. **Non-Disclosure:** The Recipient shall not disclose, reproduce, distribute or transmit the Confidential Information received from CMCC to any person or entity, in whole or in part, either during or after the term of its relationship with CMCC, with the exception of:
  - a. Sharing such Confidential Information with the Recipient’s employees who have a bona fide need to know such Confidential Information in order to provide services to CMCC,

who are informed of the confidential nature of the Confidential Information and who are bound by terms of confidentiality and privacy consistent with the terms and conditions of this Agreement.

- b. A court order to disclose Confidential Information that cannot be fulfilled by CMCC. Such disclosure must be limited to the specific information that is the subject of the court order, and if permitted by law, CMCC must be provided with immediate notice of any such disclosure, including a copy of the court order.

CMCC's written authorization is required before sharing Confidential Information with the Recipient's partners, affiliates, subsidiaries or service providers.

4. **Safeguards:** The Recipient shall use best efforts to protect any and all Confidential Information with appropriate physical, administrative and technical security safeguards, in order to prevent unauthorized access, use, modification, disclosure or dissemination of such Confidential Information. The Recipient shall have policies and procedures in place to safeguard Confidential Information entrusted to the Recipient, and shall ensure that the Recipient's employees with access to Confidential Information are aware of their responsibilities in this regard.
5. **Compliance:** The Recipient acknowledges and agrees to comply with all relevant data protection laws that apply and to the *CSA Model Code for the Protection of Personal Information* (CAN/CSA-Q830), with respect to the collection, use, disclosure, storage and destruction of Confidential Information received from CMCC.
6. **Notice of Non-Compliance:** If, at any time, the Recipient cannot comply or has not complied with the provisions of this Agreement or any applicable data protection laws, (i) CMCC shall be immediately notified by the Recipient of the inability to comply, prior to such non-compliance if reasonably possible, and (ii) CMCC has the right to suspend transfers of Confidential Information, and/or terminate the [NAME OF SERVICE CONTRACT] and its relationship with the Party.
7. **Access Requests:** If an individual requests access to their own Personal Information as held by the Recipient, the Party shall consult with CMCC and obtain CMCC's written direction before responding to such an access request.
8. **Privacy Breach:** In the event that the Recipient becomes aware of an alleged breach of privacy, including unauthorized access, use or disclosure of Personal Information, the Recipient shall (i) immediately notify CMCC; (ii) co-operate with CMCC in undertaking remedial measures as deemed necessary by CMCC; and (iii) indemnify, defend and hold harmless CMCC and its employees, officers, directors, agents and affiliates against any and all loss, damage, liability, and expense arising from any such unauthorized access, use or disclosure that is a result of the Recipient's practices, negligence or wrong-doing.
9. **Term:** This Agreement, and the confidentiality and privacy obligations contained herein, shall remain in full force and effect as long as permitted by law.
10. **Termination:** Failure to adhere to the terms of this Agreement, including unauthorized access to or disclosure of Confidential Information, shall give CMCC the right to terminate the [NAME OF SERVICE CONTRACT] and CMCC's relationship with the Recipient, as well as the right to commence any legal action deemed appropriate by CMCC.
11. **Injunctive Relief:** The Recipient recognizes that immediate and irreparable damage will result to CMCC if the Recipient breaches any of the terms and conditions of this Agreement and,

accordingly, monetary damages may not be a sufficient remedy for a breach of this Agreement. Thus, the Recipient hereby consents to the entry of temporary, preliminary, and permanent injunctive relief by any court of competent jurisdiction against the Recipient to restrain or contain any such breach, in addition to any other remedies or claims for money damages that CMCC may seek; and the Recipient agrees to render an equitable accounting of all earnings, profits and other benefits arising from such violations; and to pay all costs and legal fees incurred by CMCC in enforcing this Agreement, which rights shall be cumulative.

12. **Return of Confidential Information:** Immediately upon termination of the [NAME OF SERVICE CONTRACT], the Recipient shall deliver to CMCC all Confidential Information and materials incorporating the Confidential Information, whether in written or electronic format, or otherwise securely dispose of the same, as requested by CMCC. A certificate of destruction may be requested by CMCC if Confidential Information is destroyed off CMCC's premises. To the extent that residual copies of Confidential Information temporarily remain in back-ups of the Recipient's databases or electronic systems, the provisions of this Agreement shall apply and survive termination or expiry of the [NAME OF SERVICE CONTRACT].
13. **Audit Right:** CMCC reserves the right to audit the practices and procedures of the Recipient in order to monitor compliance with applicable data protection laws, and this Agreement. The Recipient shall provide CMCC representatives with free and clear access to its premises in order for CMCC to engage in such a review and inspection.
14. **Notice:** All notices hereunder shall be (i) in writing, (ii) delivered by mail, registered mail, facsimile or e-mail to the representatives of the Parties at the addresses set forth on the signature page of this Agreement (unless changed by either Party upon notice to the other Party), and (iii) effective upon receipt.
15. **Assignment:** The Recipient shall not assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of CMCC.
16. **Amendment:** This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by the Parties hereto.
17. **Waiver:** No delay or omission by CMCC to exercise any right or power it has under this Agreement, or to object to the failure of the Party to perform its obligations in a timely and complete manner, shall constitute a waiver by CMCC of its rights as set forth in this Agreement, at law or in equity, or a waiver of a subsequent default by the Recipient of any terms or conditions in this Agreement. All waivers must be in writing and signed by the Party waiving its rights.
18. **Invalidity.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereto, and the Agreement shall be construed in all respects as though such invalid or unenforceable provision were omitted.
19. **Conflict of Agreements.** In the event of a conflict between the terms of this Agreement and any other contract or communication, or in the event that there are confidentiality provisions in another contract executed by the Parties, the terms of this Agreement shall govern with respect to the topic of confidentiality and privacy.
20. **Governing Law.** The validity, interpretation, construction and enforcement of this Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada

applicable therein. The Parties agree that any action at law or in equity arising out of or relating to this Agreement shall be filed only in the provincial or federal courts located in Toronto, Ontario, and the Recipient hereby consents and submits to the exclusive jurisdiction of such courts for the purposes of litigating any such action.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

Canadian Memorial Chiropractic College:

**RECIPIENT:**

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Print Name: \_\_\_\_\_

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Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

Address for Notices:

Canadian Memorial Chiropractic College  
6100 Leslie Street  
Toronto, ON M2H 3J1

Attention: \_\_\_\_\_

Attention: \_\_\_\_\_

Fascimile:  
E-mail:

Fascimile:  
E-mail:

## NEW HIRE or CHANGE FORM

Section 1: NEW HIRE INFORMATION		New Employee (Attach resume)	OR	Current Employee Current workload %
Name:		Start Date:		
Rank/Position OR Title:				
Hiring Manager:		Status:		
Salary/Rate of Pay:		Division (name and GL#):		
Classification:				
Is Budget Available?		Yes	No	*Must attach proposal or justification
Finance Approval Signature: _____ (*required)				
Other (Benefits, vacation entitlement, etc.)				
Proposal/Justification attached?		Yes	Requisition attached?	Yes

Section 2: FACULTY WORKLOAD INFORMATION, if applicable				
Course Code	Workload Type	Contact Hours	Attributed Hours	Total Hours
Comments: (include projected workload percentage)				
Reason for Change:				

Section 3: CHANGES TO EMPLOYMENT, if applicable			
Name:		Effective Date:	
Change and Reason:			

Section 4: HIRE AUTHORIZATION			
Hiring Director:			
	Print Name	Signature	Date
Dean or Executive:			
	Print Name	Signature	Date
Human Resources:			
	Print Name	Signature	Date



## STAFFING REQUISITION

Section 1: EMPLOYEE STATUS INFORMATION – <i>Attach resignation letter/email</i>			
Effective Date of Change or Last Day Worked:			
Employee Name being Replaced:		Manager Name:	
Position:		Withdrawal of workload?      Partial      Full	
Reason:			
Other Comments:		Rehire:      Yes      No	

Section 2: FACULTY WORKLOAD INFORMATION, if applicable					
Course Code	Workload Type (Lec, Lab, SmGrp)	Original Hours <b>Allocated</b>	Total Hours <b>Taught</b>	Hrs. <b>Left</b> to be Taught	Replace? Yes/No

Section 3: STAFF REQ:		REPLACEMENT REQUIRED?		OR	NEW POSITION?	
		Yes	No		Yes	No
Title/Position (Attach Current/Revised Job Description):						
Hours per Week/Days of Work:						
Hiring Manager:				Status:		
Salary/Rate of Pay:			Division (name and GL#):			
Classification:						
Is Budget Available?		Yes	No	*Must attach proposal or justification		
Finance Approval Signature: _____ (*required)						
Other/Comments (Benefits, vacation entitlement, etc.):						

Section 4: HIRE AUTHORIZATION			
Hiring Director:			
	Print Name	Signature	Date
Dean or Executive:			
	Print Name	Signature	Date
Human Resources:			
	Print Name	Signature	Date