

Policy title:	Human Resources Policy
Approval authority	Board of Directors
Adopted:	2012
Current version approved:	December 2019

## Definitions

1. The following terms have these meanings in this Policy:
  - a) *“Employees”* – Individuals employed by OAS on a full-time, part-time, or term basis. Employees do not include contractors, directors and officers of OAS, interns, officials, volunteers, or volunteer coaches;
  - b) *“Full-time Employees”* – Employees who work a minimum twenty-eight (28) hour work week, who may receive an annual salary, and leave, health, vacation, and pension benefits as defined in their *Employment Agreement*;
  - c) *“Lead Supervisor”* – The individual responsible for the supervision of all staff members and Employees of OAS, who is either the President or Executive Director or that individual’s designate;
  - d) *“OAS”* – Ontario Artistic Swimming;
  - e) *“Part-time Employees”* – Employees who work less than a twenty-eight (28) hour work week, who may receive an annual salary, and leave, health, vacation, and pension benefits as defined in their *Employment Agreement*; and
  - f) *“Term Employees”* – Employees who are hired for a specific term, to complete specific tasks, who are employed temporarily (*i.e.*, paid by the hour, day, or week), receive vacation pay as described in the Ontario *Employment Standards Act* and leave benefits, and who do not receive health or pension benefits as defined in their *Employment Agreement*.

## Purpose

2. OAS employs staff, as necessary, to manage the daily tasks required of a provincial sport organization. OAS Employees must sign and adhere to individual *Employment Agreements*. Except where otherwise noted, or where amended by the provisions of the *Employment Agreement*, this Policy will govern the terms and conditions of employment with OAS.

## Legal Requirements

3. OAS is an equal opportunity employer and abides by the *Ontario Human Rights Code*, which specifically prohibits discrimination on the basis of race, colour, creed, ancestry, place of origin, ethnic origin, citizenship, sex, sexual orientation, gender identity, gender expression, age, or physical or mental disability.
4. OAS is subject to the statutory requirements of the *Ontario Employment Standards Act, as amended (the "Act")* and therefore will comply with its requirements in dealings with Employees.
5. OAS will distribute a hardcopy or electronic version of the poster titled "Employment Standards in Ontario", produced by the Ontario Ministry of Labour, to all current and new Employees.

## Application

6. This Policy applies to Full-time Employees, Part-time Employees, and Term Employees of OAS.
7. OAS may hire summer students, temporary, or casual employees. The terms and conditions of employment for such employees will be governed solely by their *Employment Agreement* and the *Act*.
8. This Policy will not apply to independent contractors, private consultants, or interns/co-op placement students. These individuals are not considered employees or OAS staff. In all instances where these individuals are contracted by OAS, a written and signed *Contractor Agreement* will be prepared that outlines the duties, limitations, and payment schedule for the individual.

## Employer-Employee Relationship

9. OAS recognizes the critical importance of its Employees to achieving its strategic objectives. Accordingly, OAS provides its Employees with:

- a) Meaningful work, which provides opportunities for professional development and personal achievement;
- b) A safe, healthy and rewarding work environment;
- c) An organizational culture that reinforces shared values and high professional standards, and encourages participation and teamwork;
- d) An evaluation system based on organizational values, defined job duties and responsibilities, mutually agreed upon goals and objectives, and reasonable expectations; and
- e) An evaluation system that provides positive and constructive feedback on performance.

10. OAS expects its Employees to:

- a) Apply and adhere to OAS policies and organizational values;
- b) Use their best efforts to advance the interests of OAS;
- c) Perform their duties to the best of their abilities;
- d) Seek a high level of performance results;
- e) Act professionally in the discharge of their employment responsibilities;
- f) Provide open and direct communication;
- g) Ensure the integrity of their personal conduct; and
- h) Provide OAS with any changes to the Employee's name, address, phone number, and other personal information that OAS is required to maintain.

## Employment Agreement

- 11. Employees will enter into an *Employment Agreement* with OAS.
- 12. If the Employee continues to be employed by OAS after the expiration of his or her *Employment Agreement*, the Employee's immediate last *Employment Agreement* will remain in effect until an acceptable *Employment Agreement* has been signed by both the Employee and by OAS.
- 13. Where there is any inconsistency between the terms of the Employee's *Employment Agreement* and the terms of this Policy, the terms of the *Employment Agreement* will prevail.

## Probationary Period

14. New Employees will be subject to a three (3) month probationary period and may be terminated without notice or pay in lieu of notice, unless otherwise stated in the Employee's *Employment Agreement*.
15. The Employee's probationary period may be adjusted or extended, in writing, according to any absences by the Employee during the probationary period.
16. The purpose of this probationary period is to provide an opportunity for both the Employee and OAS to evaluate their working relationship.
17. An employee who transfers within OAS to a new position will have a probationary period of three months in the new position. During this probationary period, OAS may, at its sole discretion and for any reason, require the employee to return to his or her previous position without notice and without compensation.
18. At the end of the probationary period, a formal work performance evaluation will be conducted by the Executive Director. An Employee whose service is determined to be satisfactory during the probationary period may continue in employment, subject to the availability of funds, the continued existence of the position, and continued satisfactory work performance.

## Lead Supervisor

19. If the Lead Supervisor is an Employee (such as a Chief Executive Officer or Executive Director), the Lead Supervisor's attendance, work hours, supervision, job performance, vacation, leave, salary and benefits, professional development, and discipline will be overseen by the Board of Directors, or a designate. The Lead Supervisor reports to the Board.

## Attendance, Work Hours and Supervision

20. The Lead Supervisor will supervise the performance of all Employees on behalf of the Organization's Board of Directors.
21. Employees will work out of the OAS head office unless another arrangement has been agreed to by the Lead Supervisor in writing. An Employee will not be paid a travel allowance or a moving allowance if the Employee is required to travel far distances to the OAS head office, or if the Employee changes residence.
22. Employees will work normal office hours, as determined by the Lead Supervisor. Part-time or temporary Employees may work modified office hours, as determined by the Lead

Supervisor. Due to the nature of OAS as primarily a volunteer-run organization, Employees' hours of work may be flexible to accommodate some evening or weekend work.

23. Overtime hours may be worked by an Employee with the approval of the Lead Supervisor. Overtime hours will be compensated by granting the Employee time off in lieu at a rate of time-and-a-half for each hour of overtime worked. Hours worked by the Employee, excluding Management, in excess of forty-four (44) hours in a single week will constitute overtime work.
24. If an Employee cannot be at work at the normal time, he or she will notify his or her supervisor at the earliest opportunity with the reasons for, and expected duration of, the absence.
25. Employees will attend all staff meetings, Board meetings, and other meetings when requested to do so by the Lead Supervisor, unless the Employee's absence has been approved by the Lead Supervisor.

### Job Responsibilities, Performance and Review

26. The primary duties and responsibilities of each Employee will be outlined in a written job description in the *Employment Agreement*. These duties may be revised from time to time at the discretion of the Board of Directors or Lead Supervisor, to reflect changing priorities, workload, and personnel requirements.
27. The performance of each Employee will be reviewed annually by Lead Supervisor. The purpose of this review will be to assess the Employee's commitment to OAS organizational values and policies, to provide the Employee with feedback on his or her performance, and to identify the Employee's strengths and weaknesses.
28. If an Employee's performance is below a satisfactory level, the Lead Supervisor will discuss with the Employee the specific problem, the level of performance that is required, the suggested action items to improve performance, and the time frame for achieving the desired level of performance. All discussions regarding performance will be documented and placed in the Employee's personnel file. If performance is unsatisfactory and does not improve according to the action plan time frames that have been discussed, the Employee's employment may be terminated for cause.

### Vacation and Holidays

29. Vacation entitlements will accrue in accordance with the Ontario *Employment Standards Act*, unless stated otherwise in the Employee's *Employment Agreement*.

30. When a statutory holiday falls within an Employee's vacation, the Employee will be granted an additional day of vacation.
31. All vacations will be approved in advance by the Lead Supervisor. The Lead Supervisor retains the right to determine the scheduling of vacations and to determine whether more than one week of vacation may be taken at once. Vacation requests for one week or more will be submitted to the Lead Supervisor, in writing, no later than one month prior to the requested vacation date.
32. Term Employees will be paid vacation pay at a rate of four percent (4%) of the Employees' earnings during the first four (4) years of employment and six percent (6%) in the fifth and subsequent years of employment, payable bi-monthly or on the termination of employment.
33. Employees who have worked less than one full employment year will be entitled to vacation time on a prorated basis.
34. Employees are entitled to the paid public holidays recognized by the *Ontario Employment Standards Act*, which include:
  - a) New Year's Day
  - b) Family Day
  - c) Good Friday
  - d) Victoria Day
  - e) Canada Day
  - f) Labour Day
  - g) Thanksgiving Day
  - h) Christmas Day
  - i) Boxing Day.
35. An Employee is eligible for paid public holidays if the Employee has worked for OAS for at least thirty (30) working days in the year before the holiday, worked their last scheduled day of work before the holiday, and worked the first scheduled work day after the holiday.

## Leave

36. The following sections endeavour to incorporate current Ontario and Federal legislation. If any of the following sections do not comply with minimum legislative requirements, the minimum legislation shall be substituted instead.
37. Paid sick leave is available to Full-time and Part-time Employees after their probationary period has been successfully completed. A daily absence due to illness should be reported

to the Lead Supervisor by 8:45am. All Full-time and Part-time Employees are entitled to five (5) days fiscal sick leave. Full-time and Part-time Employees are not eligible to accumulate sick leave and must be legitimately ill before leave will be granted. Sick leave days will NOT be accumulated, carried over, or paid out upon termination.

38. At the discretion of OAS, a doctor's letter may be required to substantiate the need for sick leave.
39. Employees will periodically be required to schedule medical appointments. Employees are required to schedule appointments, where possible, at a time that least effects the amount of lost time. Part-time Employees are required, where possible, to schedule appointments outside of their scheduled hours of work.
40. Full-time Employees may be entitled to up to three (3) days of paid leave for bereavement or compassionate purposes.
41. Maternity leave and parental leave will be in accordance with the Ontario *Employment Standards Act*.
42. Employees required to serve on a Jury or as a Crown Witness are entitled to leave without pay.
43. Leaves of absence must be approved in writing. Extending approved leaves of absence without notification to OAS may result in termination of the Employee.

## Salary and Benefits

44. The following sections endeavour to incorporate current benefits as offered by the OAS Insurance Plan. If any of the following sections do not comply with the benefits as offered by the OAS Insurance Plan, the benefits offered by the OAS Insurance Plan shall be substituted instead.

### Salary

45. The salary of each OAS Employee will consist of a base salary and may include performance incentives.
46. Salary will be paid every two weeks, subject to benefit deductions, statutory deductions, and withholdings for Canada Pension Plan and Employment Insurance.
47. Daily salary for Employees will be calculated by dividing the Employee's annual salary by the number of days worked per year (approximately 261 days). Hourly salary for Employees will be calculated by dividing the number of hours worked in a day.
48. Starting salaries, salary increases, and performance incentives (if any) will be reviewed

and approved by the Human Resources Committee. In carrying out this review, the Human Resources Committee will have regard to salaries paid by comparable organizations.

### Benefits

49. Full-time and Part-time Employees working twenty-one (21) hours per week or more are eligible for health benefits as defined in their *Employment Agreement* after three continuous months of employment with OAS. Under certain circumstances, the waiting period may be waived upon special request to the Insurer.
50. The cost of the OAS Insurance Plan for Full-time and Part-time Employees and their dependents will be paid for by OAS. The Insurance Plan offers the following coverage or as otherwise described in the Group Benefits Package
  - a) Life Insurance
  - b) Accidental Death and Dismemberment
  - c) Dependent Life
  - d) Long-Term Disability
  - e) Extended Health Care (optional for Part-Time Employees, at their expense)
  - f) Dental Insurance (optional for Part-Term Employees, at their expense).
51. If an Employee's spouse is covered under another Benefits Plan, the Employee must choose which individual will be the primary wage earner for purposes of the Ontario Health Insurance Plan (OHIP). Under no circumstances will OAS pay salary in lieu of premiums where coverage is obtained through a spouse's plan.
52. Under current Income Tax Regulations, the payment of Provincial Health Care Premiums by OAS constitutes a taxable benefit to the Employee. This benefit will be added to regular earning on the Employee's T-4 at year end.
53. Term Employees are not entitled to health benefits.
54. Health benefits coverage will cease upon the Employee's termination. An Employee may convert such health benefits coverage upon termination by purchasing coverage from the policy holder on an individual basis if available.

### Pregnancy or Parental Leave

55. Employees on pregnancy or parental leave may choose whether or not they want to maintain their benefits but, if they choose to do so, they must maintain all benefits for the full leave period. If an Employee chooses not to maintain coverage during their pregnancy or parental leave, OAS must receive such a request in writing.

## Expense Compensation

56. Employees will be compensated for any costs and expenses incurred while traveling on OAS business, or while performing duties in accordance with their job description, pursuant to terms outlined by their *Employment Agreement* and the *OAS Finance Policy*.

## Professional Development

57. OAS will budget for staff training and development according to the resources available each year. Employees should consult with the Lead Supervisor to identify suitable professional development opportunities. At the discretion of the Lead Supervisor and based upon a written request from an Employee, OAS may cover all or part of the Employee's costs to participate in educational courses, seminars, workshops, or other professional development activities.

## Cellphones

58. While operating a motor vehicle and unless using a legally authorized ear piece, Employees will:

- a) Not use a cellphone or other hand-held device;
- b) Before using a cellphone or other hand-held device, leave the road and safely park their motor vehicle; and
- c) Have incoming phone calls answered by voice mail.

59. Employees will not be disciplined for failing to answer a call while they were operating a motor vehicle.

60. OAS will not be held responsible for any violations or accidents caused by the contravention of the Cellphones section of this Policy.

## Other Employment

61. Employees may accept outside employment provided the employment does not diminish the Employee's ability to perform work for OAS, the employment does not represent a conflict with OAS, and the Lead Supervisor is notified in advance of the Employee's intention to accept outside employment and gives written approval.

## Personal Belongings

62. OAS assumes neither responsibility nor liability for any personal or office articles lost or

stolen, regardless of circumstances. At the OAS office, purses, wallets, and other valuable personal belongings should be placed in a locked drawer or cabinet at all times.

## Conduct and Discipline

63. Employees will comply with this Policy, the terms of their *Employment Agreement* and all other OAS policies relating to conduct including, but not limited to, the *OAS Conduct Policy*, *Confidentiality Policy*, *Equity and Inclusion Policy*, *Privacy Policy* and *Social Media Policy*.
64. OAS Employees may be subject to disciplinary action should their conduct so warrant.
65. Disciplinary action will be progressive and may include, but is not limited to:
- a) Verbal reprimand - A verbal reprimand may be given by the Supervisor in private for minor offences. Such a reprimand will not become a part of the person's file, and therefore the matter is closed when the constructive two-way discussion has been finalized.
  - b) Letter of reprimand - When a more serious infraction occurs, or repetitive behaviour, the Supervisor will write a letter or email to the person stating the infraction and warning him or her against further misbehaviour. A copy of this correspondence will be retained in the employee's personnel file.
  - c) Suspension - A person may be suspended (with or without pay) for a period of three (3) to ten (10) working days, depending on the seriousness of the offence. Normally, the person will be permitted to carry on his or her normal duties while the case is being investigated. In some cases, however, it may be necessary to bar the person from the premises until the case has been investigated. In such an instance, the employee will be notified in writing.
  - d) Dismissal - Dismissal will be used when all other corrective actions have failed or are not applicable.

### Unsatisfactory Work Performance or Work-related Behaviour

66. Unsatisfactory work performance or work--related behaviour is the failure or refusal to carry out job responsibilities, failure to follow OAS rules or failure to abide by the *OAS Conduct Policy*. The Lead Supervisor will inform employees of acts or omissions which are symptomatic of unsatisfactory work performance or work related behaviour and to discipline if either is not corrected.

67. Gross misconduct includes the following: Theft or dishonesty; gross insubordination; willful destruction of OAS property; falsification of records; acts of moral turpitude; reporting for duty under the influence of intoxicants; the illegal use, manufacturing, possessing, distributing, purchasing and dispensing of controlled substances or alcohol; disorderly conduct; provoking a fight; and other similar acts involving intolerable behaviour by an employee. In a case of gross misconduct, immediate disciplinary action up to and including termination may be applied. During the investigation of alleged gross misconduct, an Employee may be placed on leave without pay.
68. When disciplining an Employee, OAS will consider the nature of the unsatisfactory work performance or work-related behaviour, the past record of the Employee and appropriate penalties. Therefore, as a general rule, disciplinary action for unsatisfactory work performance or work-related behaviour will begin with an oral or written warning and may be followed by additional written warnings. Written warnings will be presented to the Employee and will describe the unsatisfactory work performance or work-related behaviour and the necessary corrective action to be taken. If an Employee fails to attain a satisfactory level of work performance or work-related behaviour despite such warning, disciplinary action up to and including termination of employment may be implemented. Copies of all written warning and other disciplinary actions will be placed in the Employee's personnel file.

## Termination

69. No notice, or pay in lieu of notice, is required by either OAS or the Employee to terminate the employment relationship during the first three (3) month probationary period for new Employees.
70. Employees will provide notice of their intention to leave the employment of OAS in accordance with the Ontario *Employment Standards Act*.
71. OAS may terminate the employment of any Employee for cause at any time, without notice or pay in lieu of notice.
72. OAS will provide Employees notice, or pay in lieu of notice, of their intention to terminate the Employee's employment with OAS without cause in accordance with the Ontario *Employment Standards Act*, unless otherwise agreed in the Employee's *Employment Agreement*.
73. The Board of Directors, based on the recommendation and detailed presentation of facts as deemed necessary by the Human Resources Committee regarding any case in question, will have final authority for termination of any or all Employees.

## Grievance Procedure

74. An Employee who is dissatisfied with any procedures or treatment, or who notices instances of wrongdoing in the workplace, should consider taking the matter up with his or her supervisor. If the matter is not resolved at this level, or if the Employee does not want to consult with his or her supervisor, the Employee may contact the Lead Supervisor or thereafter, if unsatisfied with the result, the Employee may contact the Chair of the Human Resources Committee.