



## Human Resources Policy

**"Organization" refers to:** SWIMMING ROCKERS CLUB

### Definitions

1. The following terms have these meanings in this Policy:
  - a) *"Employees"* – Individuals employed by the Organization on a full-time, part-time, or term basis. Employees do not include contractors, Directors and Officers of the Organization, interns, officials, volunteers, or volunteer coaches
  - b) *"Full-Time Employees"* – Employees who work a minimum twenty-eight (28) hour work week, receive an annual salary, and leave, health, vacation, and pension benefits as defined in their *Employment Agreement*
  - c) *"Part-Time Employees"* – Employees who work less than a twenty-eight (28) hour work week, who received an annual salary, and leave, health, vacation, and pension benefits as defined in their *Employment Agreement*
  - d) *"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 four-to-six percent (4%-6%) vacation pay and leave benefits, and who do not receive health or pension benefits as defined in their *Employment Agreement*

### Purpose

2. The Organization employs staff, as necessary, to manage the daily tasks required of a company. The Organization's 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 and the BC Employment Standards Act will govern the terms and conditions of employment with the Organization.
3. If there is any discrepancy between this Policy and the minimum requirements of *BC Employment Standards Act*, then the minimum requirements of the *Act* will take precedence over this Policy.

### Legal Requirements

4. The Organization is subject to the statutory requirements of the *BC Employment Standards Act* and therefore will comply with its requirements in dealings with Employees.

### Application of this Policy

5. This Policy applies to the Organization's Full-Time Employees, Part-Time Employees, and Term Employees.
6. The Organization 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 *BC Employment Standards Act*.
7. This Policy will not apply to independent contractors, private consultants, or interns/co-op placement students. These individuals are not considered employees of Organization staff. In all instances where these individuals are contracted by the Organization, a written and signed *Contractor Agreement* will be prepared that outlines the duties, limitations, and payment schedule for the individual.

### Employer-Employee Relationship

8. The Organization recognizes the critical importance of its Employees to achieving its strategic objectives. Accordingly, the Organization 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
  - e) An evaluation system that provides positive and constructive feedback on performance

9. The Organization expects its Employees to:

- a) Apply and adhere to the Organization's policies and organizational values
- b) Use their best efforts to advance the interests of the Organization
- 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
- h) Provide the Organization with any changes to the Employee's name, address, phone number, and other personal information that the Organization is required to maintain

### **Employment Agreement**

- 10. Employees will enter into an employment agreement with the Organization.
- 11. If the Employee continues to be employed by the Organization 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 the Organization.
- 12. 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**

- 13. 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*.
- 14. The Employee's probationary period may be adjusted or extended, in writing, according to any absences by the Employee during the probationary period.
- 15. The purpose of this probationary period is to provide an opportunity for both the Employee and the Organization to evaluate their working relationship.
- 16. An employee who transfers within the Organization to a new position will have a probationary period of three months in the new position. During this probationary period the Organization 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.
- 17. At the end of the probationary period, a formal work performance evaluation will be conducted. 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.

### **Attendance, Work Hours, and Supervision**

- 18. The President (or designate) will supervise the performance of all Employees on behalf of the Organization's Board of Directors.
- 19. Employees will work out of the Organization's office unless another arrangement has been agreed to by the President 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 Organization's head office or if the Employee changes residence.
- 20. Employees will work normal office hours, as determined by the Organization's Board of Directors. Part-time or temporary Employees may work modified office hours, as determined by the Organization's President. Due to the nature of the Organization as primarily a volunteer-run organization, Employees' hours of work may be flexible to accommodate some evening or weekend work.
- 21. Overtime hours may be worked by an Employee with the approval of the President. 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 eight (8) hours per day or forty-four (44) hours in a single week will constitute overtime work.

22. If an Employee cannot be at work at the normal time, he or she will notify his or her supervisor the earliest opportunity with the reasons for, and expected duration of, the absence.
23. Employees will attend all staff meetings, Board meetings, and other meetings when requested to do by the President, unless the Employee's absence has been approved by the President.

#### **Job Responsibilities, Performance, and Review**

24. 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 President, to reflect changing priorities, workload, and personnel requirements.
25. The performance of each Employee will be reviewed annually by the President (or designate). The purpose of this review will be to assess the Employee's commitment to the Organization's organizational values and policies, to provide the Employee with feedback on his or her performance, and to identify the Employee's strengths and weaknesses.
26. If an Employee's performance is below a satisfactory level, the President (or designate) 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.
27. For all Employees, a base salary review will be done by the President (or designate). Annual cost of living increases will not occur. The Board will review the inflation rate and from time to time adjust the salary range for each position.

#### **Vacation and Holidays**

28. Vacation entitlements will accrue in accordance with the of *BC Employment Standards Act*, unless stated otherwise in the Employee's *Employment Agreement*.
29. When a statutory holiday falls within an Employee's vacation, the Employee will be granted an additional day of vacation.
30. All vacations will be approved in advance by the President. The President 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 President, in writing, no later than two months prior to the requested vacation date.
31. 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.
32. Employees who have worked less than one full employment year will be entitled to vacation time on a pro-rated basis.
33. Employees are entitled to the paid public holidays recognized by the *BC Employment Standards Act*.
34. An Employee is eligible for paid public holidays if the Employee has worked for the Organization for at least thirty (30) working days in the year before the holiday, worked his or her last scheduled day of work before the holiday, and worked the first scheduled work day after the holiday.

#### **Leave**

35. The following sections endeavour to incorporate current Provincial and Federal legislation. If any of the following sections do not comply with minimum legislative requirements, the minimum legislation shall be substituted instead.

36. Leaves of absence must be approved in writing. Extending approved leaves of absence without notification to the Organization may result in termination of the Employee.
37. Employees required to serve on a Jury or as a Crown Witness are entitled to leave without pay.

#### Sick Leave

38. 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 Employee's 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.
39. At the discretion of the Organization, a doctor's letter may be required to substantiate the need for sick leave.
40. Excessive absenteeism affects an Employee's ability to maintain quality/quantity standards of work. The Organization reserves the right to deduct from the Employee's salary any sick leave taken in excess of five (5) working days per fiscal year.
41. Employees will periodically be required to schedule medical appointments. Employees are required to schedule appointments where possible which least effects the amount of lost time. Part-Time Employees are required, where possible, to schedule appointments outside of their scheduled hours of work.

#### Maternity Leave

42. A pregnant Employee who has been employed by the Organization for at least fifty-two (52) consecutive weeks is entitled to maternity leave without pay. Maternity leave is a period of not more than fifteen (15) weeks starting at any time during the twelve (12) weeks immediately before the estimated date of delivery.
43. An Employee who takes maternity leave must take a period of leave as per the of *BC Employment Standards Act* immediately following the date of delivery, unless the Organization and the Employee agree otherwise, and the Employee provides a medical certificate indicating that resumption of employment will not endanger the Employee's health.
44. An Employee wishing to take maternity leave will give the Organization written notice of the commencement date and the Employee must provide written notice that they intend to return to work or to change their return date, as per *BC Employment Standards Act*.
45. The employee will be reinstated in their former position or will be provided with alternate work of a comparable nature, at the same rate of pay.

#### Parental Leave

46. An Employee is eligible for parental leave if:
- a) The Employee is eligible for maternity leave and therefore entitled to leave as per the *BC Employment Standards Act* immediately following the last day of maternity leave; or
  - b) The Employee, who is an adoptive parent, is entitled to leave as per the *BC Employment Standards Act*.
47. As per the *BC Employment Standards Act*, an Employee entitled to parental leave must give the Organization notice of the date the Employee will start parental leave.
48. As per the *BC Employment Standards Act*, an Employee on parental leave must give the Organization written notice of the date on which the Employee intends to resume work.

#### Compassionate Care Leave

49. An Employee employed with the Organization is entitled to paid compassionate care leave as per the *BC Employment Standards Act*.

#### Other Leave

50. As per the *BC Employment Standards Act*, a full-time Employee is entitled to Family responsibility leave, Compassionate care leave, Critical illness or injury leave, Reservists' leave, Leave respecting the disappearance of a child among others.

**Salary and Benefits (IF APPLICABLE)**

51. The following sections endeavour to incorporate current benefits as offered by the Organization's Insurance Plan (if any). If any of the following sections do not comply with the benefits as offered by the Organization's Insurance Plan, the benefits offered by the Organization's Insurance Plan shall be substituted instead.

Salary

52. The salary of each Employee will consist of a base salary and may include performance incentives.

53. Salary will be paid bi-monthly, on the 15<sup>th</sup> and last day of each month, unless payday falls on weekends or statutory holidays, in which case the payday will be moved to the last working day before the holiday.

54. Salary shall be subject to benefit deductions, statutory deductions, and withholdings for Canadian Pension Plan (CPP) and Employment Insurance (EI).

55. Payment will be made either by cheque or by direct payment to the employee's bank account. Payment covers the pay period up to and including payday. If an employee takes his or her vacation during a payday, he or she may request an advance of the bi-monthly pay to be received on the payday preceding the vacation. To receive an advance in this manner, the supervisor must inform the payroll department six (6) working days before the payday when the advance is to be made.

56. 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.

57. Starting salaries, salary increases, and performance incentives (if any) will be reviewed and approved by the Board of Directors. In carrying out this review, the Board of Directors will have regard to salaries paid by comparable organizations.

RRSP Contributions

58. Full-Time and Part-Time Employees working in their first year of employment with the Organization will receive RRSP contributions at a rate of 3% of their annual salary.

59. Full-Time and Part-Time Employees working in their 2<sup>nd</sup> to 4<sup>th</sup> year of employment with the Organization will receive RRSP contributions at a rate of 4% of their annual salary.

60. Full-Time and Part-Time Employees working in their 5<sup>th</sup> year and beyond of employment with the Organization will receive RRSP contributions at a rate of 5% of their annual salary.

Benefits

61. 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* and as offered by \_\_\_\_\_ after three continuous months of employment with the Organization. Under certain circumstances, the waiting period may be waived upon special request to the Insurer.

62. The cost of the Organization's Insurance Plan for Full-Time and Part-Time Employees and their dependents will be paid for by the Organization. The Insurance Plan offers the following coverage:

- a) Life Insurance
- b) Accidental Death and Dismemberment
- c) Dependant Life
- d) Long-Term Disability
- e) Extended Health Care (optional for Part-Time Employees, at their expense)
- f) Dental Insurance (optional for Part-Time Employees, at their expense)

63. 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 health insurance plan. Under no circumstances will the Organization pay salary in lieu of premiums where coverage is obtained through a spouse's plan.
64. Under current Income Tax Regulations, the payment of Provincial Health Care Premiums by the Organization constitutes a taxable benefit to the Employee. This benefit will be added to regular earning on the Employee's T-4 at year end.
65. Term Employees are not entitled to health benefits.
66. Health benefits coverage will cease upon the Employee's termination and as per the benefits policy.

#### Maternity/Parental Leave

67. Employees on maternity/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/parental leave, the Organization must receive such a request in writing.

#### **Expense Compensation**

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

#### **Professional Development**

69. The Organization will budget for staff training and development according to the resources available each year. Employees should consult with the President to identify suitable professional development opportunities. At the discretion of the President and based upon a written request from an Employee, the Organization may cover all or part of the Employee's costs to participate in educational courses, seminars, workshops, or other professional development activities.
70. The Organization will support individual educational activities that:
  - a) Have immediate application to the employee's job;
  - b) Have future application to the employee's job; and
  - c) Have no immediate application to the employee's job but prepares the employee to assume additional duties or acquire qualifications for advancement within the Organization.
71. Proof of successful completion, passing grade, or required attendance is necessary to any reimbursement. A registration fee is considered part of the associated cost; however, no reimbursement will be made until successful completion of the course.
72. When possible, courses shall be scheduled during an individual's personal time so as not to conflict with her/his scheduled hours of work. Courses may be scheduled during scheduled hours of work at the discretion of the President.
73. Employees must pay all tuition fees at the time of enrolment.

#### **Cellphones**

74. 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
  - c) Have incoming phone calls answered by voice mail
75. Employees will not be disciplined for failing to answer a call while they were operating a motor vehicle.
76. The Organization will not be held responsible for any violations or accidents caused by the contravention of the **Cellphones** section of this Policy.

### **Other Employment**

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

### **Personal Belongings**

78. The Organization assumes neither responsibility nor liability for any personal or office articles lost or stolen, regardless of circumstances.

### **Conduct and Discipline**

79. Employees will comply with this Policy, the terms of their *Employment Agreement*, and all other Organization policies.

80. The Organization's Employees may be subject to disciplinary action should their conduct so warrant.

81. 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 Employee's file, and the matter will be 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 to the Employee stating the infraction and warning him or her against further misbehaviour. A copy of this letter will be kept in the Employee's personnel file.
- c) Suspension – an Employee 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 Employee will be permitted to carry on his or her normal duties while the case is being investigated. But in some cases, 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 only when all other corrective actions have failed or are not applicable.

### *Unsatisfactory Work Performance or Work-Related Behaviour*

82. Unsatisfactory work performance or work-related behaviour is the failure or refusal to carry out job responsibilities, failure to follow the Organization's rules or policies. The Board will inform Employees of acts or omissions which are symptomatic of unsatisfactory work performance or work-related behaviour and of the applicable discipline if either is not corrected.

83. 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.

84. Gross misconduct includes the following:

- a) Theft or dishonesty
- b) Gross insubordination
- c) Wilful destruction of club property
- d) Falsification of records
- e) Acts of moral turpitude
- f) Reporting for duty under the influence of intoxicants
- g) Illegal use, manufacturing, possessing, distributing, purchasing and dispensing of controlled substances or alcohol
- h) Disorderly conduct
- i) Provoking a fight
- j) Other similar acts involving intolerable behaviour by an employee

85. When disciplining an Employee, the Organization 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 warnings and other disciplinary actions will be placed in the Employee's personnel file.

### **Termination**

86. No notice, or pay in lieu of notice, is required by either the Organization or the Employee to terminate the employment relationship during the first three (3) month probationary period for new Employees.
87. Employees will provide notice of their intention to leave the employment of the Organization in accordance with the *BC Employment Standards Act*.
88. The Organization may terminate the employment of any Employee for cause at any time, without notice or pay in lieu of notice, for any of the following reasons:
- a) Wilful misconduct which is detrimental to the Organization
  - b) Failure to adhere to policies of the Organization
  - c) Gross failure to perform his or her employment duties
  - d) Theft and criminal behaviour
  - e) Unauthorized release of confidential information
  - f) Destruction of the Organization's property
  - g) Insubordination
  - h) Recurring absence without notice
  - i) Dishonesty
  - j) Fighting or provoking a fight on Organization premises
  - k) Actions that bring the Organization into disrepute
  - l) Working for another employer while on leave of absence without written consent of the Organization
  - m) Possession, use, sale, purchase, or distribution on the Organization's property of any illegal drugs or illegally possessed drugs
  - n) Reporting to work after having ingested illegal drugs or illegally possessed drugs, in a condition that adversely affects the employee's ability to safely and effectively perform his or her job or which would imperil the safety of others
  - o) Other reasons as determined by the Organization's Board or outlined in the *Employment Agreement*
89. The Organization will provide Employees notice, or pay in lieu of notice, of their intention to terminate the Employee's employment with the Organization without cause in accordance with the *BC Employment Standards Act*, unless otherwise agreed in the Employee's *Employment Agreement*.

### **Grievance Procedure**

90. An employee who is dissatisfied with any procedures or treatment should first take the matter up with his or her supervisor. If the matter is not resolved at this level, the employee may contact the Organization's HR Committee.