

[insert Organization]
HUMAN RESOURCES POLICY

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*
 - e) *“Lead Supervisor”* – the individual responsible for the supervision of all staff members and Employees of the Organization, who is either the President or Executive Director or that individual’s designate

Purpose

2. The Organization employs staff, as necessary, to manage the daily tasks required of a [type of organization]. 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 Ontario *Employment Standards Act* will govern the terms and conditions of employment with the Organization.

Legal Requirements

3. The Organization is subject to the statutory requirements of the *Employment Standards Act* (hereinafter the “Act”) and therefore will comply with its requirements in dealings with Employees.

Application of this Policy

4. This Policy applies to the Organization’s Full-Time Employees, Part-Time Employees, and Term Employees.
5. 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 Act.
6. This Policy will not apply to independent contractors, private consultants, or interns/co-op placement students. These individuals are not considered employees of the Organization. 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

7. 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
8. 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

9. Employees will enter into an employment agreement with the Organization.
10. If the Employee continues to be employed by the Organization after the expiration of their *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.
11. 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

12. New Employees will be subject to a six (6) month probationary period and may be terminated without notice or pay in lieu of notice, unless otherwise stated in the Employee's *Employment Agreement*.
13. The Employee's probationary period may be adjusted or extended, in writing, according to any absences by the Employee during the probationary period.
14. The purpose of this probationary period is to provide an opportunity for both the Employee and the Organization to evaluate their working relationship.
15. 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 their previous position without notice and without compensation.
16. 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.

Lead Supervisor

17. 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

18. The Lead Supervisor will supervise the performance of all Employees on behalf of the Board of Directors.

19. Employees will work out of the Organization's 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 Organization's head office or if the Employee changes residence.

20. 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 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 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-eight (48) hours in a single week will constitute overtime work.

22. If an Employee cannot be at work at the normal time, they will notify their 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 so by the Lead Supervisor, unless the Employee's absence has been approved by the Lead Supervisor.

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 Lead Supervisor, to reflect changing priorities, workload, and personnel requirements.

25. The performance of each Employee will be reviewed annually by the Lead Supervisor. 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 their performance, and to identify the Employee's strengths and weaknesses.

26. 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.

27. For all Employees, a base salary review will be done by the Lead Supervisor. Annual cost of living increases will not occur. The inflation rate will be reviewed from time to time and the salary range for each position may be adjusted.

Social Media

28. The Organization encourages the use of social media by its Employees to enhance effective internal communication, build the Organization's brand, and interact with stakeholders.
29. Employees will not:
- a) Use social media for the purpose of fraud or any other activity that contravenes the laws of Canada, the *Code of Conduct and Ethics*, or any other applicable jurisdiction
 - b) Impersonate any other person or misrepresent their identity, role or position with the Organization
 - c) Display preference or favouritism with regard to external stakeholders
 - d) Upload, post, email, or otherwise knowingly transmit:
 - i. Any content that is offensive, obscene, unlawful, threatening, abusive, harassing, defamatory, hateful, invasive or another person's privacy, or otherwise objectionable
 - ii. Any material which is designed to cause annoyance, inconvenience, or needless anxiety to others
 - iii. Any material that infringes on the patent, trademark, trade secrets, copyright, or other proprietary right of any other party
 - iv. Any material that is considered the Organization's confidential information or intellectual property
30. Employees shall refrain from discussing matters related to the Organization or its operations on their personal social media. Instead, matters related to the Organization or its operations should be handled through more official communication channels (like email) or through the Organization's branded social media (like the Organization's Facebook page(s), Twitter feed, photo sharing accounts, YouTube channels, blogs, or other social media engagement).

Vacation and Holidays

31. Vacation entitlements will accrue in accordance with the Act, unless stated otherwise in the Employee's *Employment Agreement*.
32. When a statutory holiday falls within an Employee's vacation, the Employee will be granted an additional day of vacation.
33. 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 two months prior to the requested vacation date.
34. Vacation time will not carry over from year to year, except as minimally required by the *Ontario Employment Standards Act*.
35. 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.
36. Employees who have worked less than one full employment year will be entitled to vacation time on a pro-rated basis.
37. Employees are entitled to the paid public holidays in accordance with the Act.

38. 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 their last scheduled day of work before the holiday, and worked the first scheduled work day after the holiday.

Leave

39. 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.

40. 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 supervisor by 8:45am. All Full-Time and Part-Time Employees are entitled to five (5) days paid 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.

41. At the discretion of the Organization, a doctor's letter may be required to substantiate the need for sick leave.

42. 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.

43. Full-time Employees are entitled to up to three (3) days of paid leave for bereavement or compassionate purposes. This allotment exceeds the minimum entitlements in the Act.

44. Maternity leave and parental leave will be in accordance with the Act.

45. Employees required to serve on a Jury or as a Crown Witness are entitled to leave without pay.

46. 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.

Salary and Benefits (IF APPLICABLE)

47. 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

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

49. Salary will be paid twice a month, on the 15th 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.

50. Salary shall be subject to benefit deductions, statutory deductions, and withholdings for Canadian Pension and Employment Insurance.

51. 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 their vacation during a payday, they 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.

52. Employee starting salaries, salary increases, and performance incentives (if any) will be reviewed and approved by the Lead Supervisor (or the Board of Directors in the case of the Lead Supervisor or if there is no Lead Supervisor). In carrying out this review, the Lead Supervisor and/or Board of Directors will have regard to salaries paid by comparable organizations and will abide by the principles of pay equity and fairness in allocating the approved annual budget for salaries.

RRSP Contributions

53. 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.

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

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

Benefits

56. 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.

57. 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.

58. Term Employees are not entitled to health benefits.

59. 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.

Pregnancy/Parental Leave

60. Employees on pregnancy/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

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

Professional Development

62. The Organization 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, the Organization may cover all or part of the Employee's costs to participate in educational courses, seminars, workshops, or other professional development activities.

63. 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.
64. 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.
65. 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 Lead Supervisor.
66. Employees must pay all tuition fees at the time of enrolment.

Cellphones

67. 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
68. Employees will not be disciplined for failing to answer a call while they were operating a motor vehicle.
69. 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

70. 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 Lead Supervisor is notified in advance of the Employee's intention to accept outside employment and gives written approval.

Personal Belongings

71. The Organization assumes neither responsibility nor liability for any personal or office articles lost or stolen, regardless of circumstances. At the Organization's office, purses, wallets, and other valuable personal belongings should be placed in a locked drawer or cabinet at all times.

Conduct and Discipline

72. Employees will comply with this Policy, the terms of their *Employment Agreement*, and all other policies of the Organization relating to conduct including, but not limited to, the *Confidentiality Policy*, *Conflict of Interest Policy*, *Privacy Policy*, *Representative Social Media Use Policy*, and *Code of Conduct and Ethics*.
73. The Organization's Employees may be subject to disciplinary action should their conduct so warrant.
74. 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 them against further misbehaviour. A copy of this letter will be kept in the Employee’s personnel file.
- c) Suspension – an Employee may be suspended 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 their 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

75. 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.

76. 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.

77. Gross misconduct includes the following:

- a) Theft or dishonesty
- b) Gross insubordination
- c) Wilful destruction of 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

78. 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

79. 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 six (6) month probationary period for new Employees.

80. Employees will provide notice of their intention to leave the employment of the Organization in accordance with the Act.

- 81. The Organization may terminate the employment of any Employee for cause at any time, without notice or pay in lieu of notice.
- 82. The Organization will provide Employees notice, or pay in lieu of notice, of its intention to terminate the Employee’s employment with the Organization without cause in accordance with the Act and will provide all other benefits as required by the Act, unless otherwise agreed in the Employee’s *Employment Agreement*.
- 83. The Board will have authority for termination of all Employees.

Grievance Procedure

- 84. An Employee who is dissatisfied with any procedures or treatment, or who notices instances of the wrongdoing in the workplace, should consider taking the matter up with their supervisor. If the matter is not resolved at this level, or if the Employee does not want to consult with their supervisor, the Employee may use the *Whistleblower Policy* and/or may contact the Board of Directors.
- 85. Employees may not advocate personal issues with any Director without the consent of the Lead Supervisor; unless the personal issues are directly connected to the conduct or behaviour of the Lead Supervisor.

Policy History	
Approved	
Next Review Date	