

# Canadian Amateur Diving Association Inc. (Manitoba Section)

## HUMAN RESOURCES POLICY

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“Organization” refers to: Canadian Amateur Diving Association Inc. (Manitoba Section)

### 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 (20) hour work week, receive an annual salary, health, vacation, and pension benefits as defined in their *Employment Agreement*
  - c) “*Part-Time Employees*” – Employees who work less than a twenty (20) hour work week, who received an annual salary, and vacation 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 [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 *Manitoba Employment Standards Code* 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 Manitoba’s *Employment Standards Code*, than the minimum requirements of the *Code* will take precedence over this Policy.

### Legal Requirements

4. The Organization is subject to the statutory requirements of Manitoba’s *Employment Standards Code* 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 Manitoba's *Employment Standards Code*.
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 one (1) 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 head 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 (40) 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 Manitoba's *Employment Standards Code*, 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 Manitoba's *Employment Standards Code*.
34. Employees who consistently work the same number of hours get one regular work day's pay as general holiday pay. Employees whose hours of work or wages vary, general holiday pay is calculated at 5% of the gross wages (not including overtime) in the 4 week period immediately before the holiday.

#### **Leave**

35. At the discretion of the Organization, a doctor's letter may be required to substantiate the need for sick leave.
36. 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.
37. Bereavement leave, maternity leave, and parental leave will be in accordance with Manitoba's *Employment Standards Code*.
38. Employees required to serve on a Jury or as a Crown Witness are entitled to leave without pay.
39. 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**

40. 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

41. The salary of each Organization Employee will consist of a base salary and may include performance incentives.
42. 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.
43. Salary shall be subject to benefit deductions, statutory deductions, and withholdings for Canadian Pension and Employment Insurance.
44. Payment will be made by direct payment to the employee's bank account. Payment covers the pay period up to and including payday.
45. 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.
46. 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.

#### Pension Contributions

47. After six (6) months of continual employment, Full-Time Employees will receive pension contributions at a maximum rate of 5% of their annual salary.

#### Benefits

48. 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 Blue Cross after three continuous months of employment with the Organization.
49. The cost of the Organization's Insurance Plan for Full-Time and Part-Time Employees and their dependents will be paid equally by the Employer and the Employee.
50. Term Employees are not entitled to health benefits.
51. 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

52. 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**

53. 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**

54. 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.

55. 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.

56. 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.

57. 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.

58. Employees must pay all tuition fees at the time of enrolment.

### **Cellphones**

59. 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

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

61. 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**

62. 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**

63. 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**

64. Employees will comply with this Policy, the terms of their *Employment Agreement*, and all other Organization policies relating to conduct including, but not limited to, the Organization's *Confidentiality Policy*, *Conflict of Interest Policy*, *Privacy Policy*, *Social Media Use Policy*, and *Code of Conduct and Ethics*.

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

66. 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*

67. 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.

68. 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.
69. 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
70. 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**

71. 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 (1) month probationary period for new Employees.
72. Employees will provide notice of their intention to leave the employment of the Organization in accordance with Manitoba's *Employment Standards Code*.
73. 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*

74. 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 Manitoba's *Employment Standards Code*, unless otherwise agreed in the Employee's *Employment Agreement*.

75. The Board will have authority for termination of all Employees.

#### **Grievance Procedure**

76. 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 Board.

77. Employees may not advocate personal issues with any individual member of the Board without the consent of the President; unless the personal issues are directly connected to the conduct or behaviour of the President.