



Human Resources Policy

Board Approved : February 14, 2024

Review Date: December 1, 2024

Reference

[SwimBC Club Operations Manual 2021](#)

Definitions

1. The following terms have these meanings in this Policy:
 - a) "Organization" - the Kelowna Aquajets (KAJ);
 - b) "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;
 - c) "Full-Time Employees"– Employees who work a minimum thirty-five (35) hour work week, receive an annual salary, and leave, health, vacation, and pension benefits as defined in their *Employment Agreement*;
 - d) "Part-Time Employees"– Employees who work less than a twenty-eight (28) hour work week, who receive an annual salary, and leave, health, vacation, and pension benefits as defined in their *Employment Agreement*;
 - e) "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 in lieu of leave benefits, and who do not receive health or pension benefits as defined in their *Employment Agreement*;
 - f) "Contractors" - Refers to individuals or businesses who are contracted by Kelowna AquaJets to perform specific services. These contracts have a start date, and can be terminated at any time (or as outlined by the contract with the Contractor). Contractors are not employees of the Organization and are therefore not governed by the *BC Employment Standards Act*.

Purpose

2. The Organization employs staff, as necessary, to manage the daily tasks required of a swim club. 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 discrepancy between this Policy and the requirements of *BC Employment Standards Act*, then the 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 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

8. The Organization recognizes the critical importance of its Employees in 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, equal and inclusive 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) Prioritize and advance the interests of the Organization;
 - c) Perform their duties to the best of their abilities;
 - d) Act professionally in the discharge of their employment responsibilities;
 - e) Provide open and direct communication;
 - f) Show integrity in their personal conduct;
 - g) 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 most recent employment agreement will remain in effect until a new employment agreement has been entered into.
12. Where there is any inconsistency between the terms of the employment agreement and the terms of this Policy, the terms of the employment agreement will prevail.
13. Employees must provide notice of their intention to leave the employment of the Organization in accordance with the *BC Employment Standards Act*.

Probationary Period

14. New Employees will be subject to a three (3) month probationary period and may be terminated without notice, and without receiving any 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 the Organization to evaluate their working relationship.
17. 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 immediately return to their previous position and preceding Employee Agreement.

18. At the end of the probationary period, a formal work performance evaluation will be conducted by the Head Coach. In the event that the probationary employee is the Head Coach, a formal work performance evaluation will be conducted by the President, or other delegate, as selected by the Board of Directors. 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

Head Coach

19. The President, or other delegate, as selected by the Board of Directors will supervise the hours, benefits, leave and overall performance of the Head Coach.
 - a. The Board of directors may delegate supervision and oversight of the Head Coach to a committee, to the President or to any other delegate as set out in the Organization's Bylaws;
 - b. The Board of Directors will identify, to the Head Coach, who their direct supervisor is and who their primary point-of-contact is;
 - c. The President will default to the Head Coach's point-of-contact with the Board of Directors unless otherwise identified.

Other Employees

20. The Head Coach will supervise the performance / work operations and hours of all employees and contractors on behalf of the Board of Directors.
21. Employees will work out of the Organization's office unless another arrangement has been agreed to, in writing, by the Head Coach.
22. Employees will work hours as determined by the Head Coach. As a youth-sport organization, Employees' hours of work must be flexible, including mornings, weekends and evenings. Reasonable notice of scheduling changes must be given by the Head Coach.
23. Any Employee who will be late or who will miss any scheduled work must give notice, as soon as practicable, to their supervisor. Notice should include a reason for the absence and the expected absence duration.



24. The Head Coach will attend all staff meetings, Board Meetings and other meetings when requested to do so by the Board of Directors or their delegate.
25. Employees will attend all staff meetings and other meetings when requested to do so by the Head Coach, unless the Employee's absence has been approved by the Head Coach.

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 Head Coach to reflect changing priorities, workload, and personnel requirements.

Head Coach

27. The performance of the Head Coach will be reviewed annually by the President, or other delegate, as selected by the Board of Directors. The purpose of this review will be to assess the Employee's commitment to the Organization's organizational values and policies and to provide the Head Coach with feedback on his or her performance in accordance with his or her Employment Agreement.
28. If the Head Coach's performance is below a satisfactory level, the President, or other delegate, as selected by the Board of Directors, will discuss with the Head Coach specific area(s) of concern, the level of performance required and suggested action items to improve performance. A time frame will be provided for achieving the desired level of performance. All discussions regarding performance will be documented and placed in the Head Coach's personnel file, accessible only by the Board of Directors. If performance is unsatisfactory and does not improve according to the action plan time frames that have been discussed, the Head Coach's employment may be terminated for cause.

Other Employees

29. The performance of each Employee will be reviewed annually by the Head Coach. The purpose of this review will be to assess the Employee's commitment to the Organization's values and policies, to provide the Employee with feedback on his or her performance, and to identify the Employee's strengths and weaknesses.
30. If an Employee's performance is below a satisfactory level, the Head Coach 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, accessed only by the Head Coach and the Board of Directors. If performance is unsatisfactory and does not reasonably improve according to the action plan time frames that have been discussed, the Employee's employment may be terminated for cause.

31. Employee salary and compensation will be reviewed annually by the Head Coach in conjunction with the Employee's performance review, in accordance with all Employment Agreements, and in consultation with the President, or other delegate, as selected by the Board of Directors.

Salary and Benefits

32. Salary and benefits are outlined in the Employee's employment contract.

Professional Development

33. The Head Coach and Organization will budget for staff training and development according to the resources available each year. Employees should consult with the Head Coach to identify suitable professional development opportunities. At the discretion of the Head Coach 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 relevant to their role in the Organization.
34. Proof of successful completion and attendance is necessary prior to any reimbursement for any educational course, seminar, workshop or other professional development activity. A registration fee is considered part of the associated cost, however, no reimbursement will be made until successful completion of the course.
35. When possible, courses shall be scheduled during an individual's personal time so as not to conflict with scheduled hours of work. Courses scheduled during hours of work are to be approved by the Head Coach.
36. Employees must pay all tuition fees at the time of enrolment unless otherwise decided by the Head Coach. In the event that the learner is the Head Coach, this decision is to be made by the President, or other delegate, as selected by the Board of Directors.



Other Employment

37. 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 Head Coach is notified in advance of the Employee's intention to accept outside employment and gives written approval.

Personal Belongings

38. The Organization assumes neither responsibility nor liability for any employee's personal or office articles lost or stolen, regardless of the circumstances.

Conduct and Discipline

39. Employees will comply with this Policy, the terms of their *Employment Agreement*, and all other Organization policies.
40. The Organization's Employees may be subject to disciplinary action should their conduct so warrant.
41. 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 transgression. A copy of this letter will be kept in the Employee's personnel file. The Head Coach must notify the Board of Directors in this event;
 - 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. The Head Coach must notify the Board of Directors in this event;
 - d. Dismissal - dismissal will be used only when all other corrective actions have failed or are not applicable. The Head Coach must notify the Board of Directors in this event.



Unsatisfactory Work Performance or Work-Related Behaviour

42. Unsatisfactory work performance or work-related behaviour is the failure or refusal to carry out job responsibilities or failure to follow the Organization's rules or policies. The Board of Directors or Head Coach will inform Employees of acts or omissions causing unsatisfactory work performance or unsatisfactory work-related behaviour and the punitive ramifications of those acts or omissions if feasible.
43. In a case of gross misconduct, immediate disciplinary action up to and including termination may be enacted by the Board of Directors. During an investigation of alleged gross misconduct, an Employee may be placed on leave without pay by the Head Coach.
44. 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. Any other behaviour or acts as determined by the Board of Directors.
45. When disciplining an Employee, the Head Coach will consider the nature of the unsatisfactory work performance or work-related behaviour, the past record of the Employee and appropriate penalties. 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 demonstrate 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. The Head Coach may seek assistance from the President, or other delegate, as selected by the Board of Directors.

Termination

46. The Board of Directors has authority to terminate the Organization's employment relationship with the Head Coach. The Board of Directors will provide the Head Coach notice, or pay in lieu of notice, of their



intention to terminate the Head Coach's employment with the Organization without cause in accordance with the *BC Employment Standards Act*, unless otherwise agreed in the Employee's *Employment Agreement*.

47. The Head Coach has authority to terminate the Organization's employment relationship with employees. The Head Coach 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*. The Head Coach must notify the Board of Directors at the earliest opportunity in such an event.
48. Employees may have their employment relationships terminated 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 obtained drugs;
 - n. Reporting to work after having ingested illegal drugs or illegally-obtained 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*.

Grievance Procedure

49. An employee who is dissatisfied with any punitive measure or sanction should first take the matter to the Head Coach. If the matter is not resolved at this level, the employee may contact the Organization's Board of Directors, in writing.