

# Winskill Dolphins Swim Club (WDSC) Human Resources Policy

**WDSC Values:** Integrity, Respect, Commitment and Passion

**WDSC Mission:** Provide opportunities that are focused on nurturing the growth and development of swimmers, coaches and volunteers so that all of our members have the highest possibility of belonging and success.

**WDSC Vision:** Fun, Fitness and Excellence

## Definitions

The following terms have these meanings in this Policy:

*“Employees”* – Individuals employed by the WDSC on a full-time, part-time, or term basis. Employees do not include contractors, Directors and Officers of the WDSC, interns, officials, volunteers, or volunteer coaches

- a. *“Full-Time Employees”* – Employees who work a minimum twenty-eight (28) hour work week, receive an annual salary, and benefits as defined in their Employment Agreement
- b. *“Part-Time Employees”* – Employees who work less than a twenty-eight (28) hour work week, who received an annual salary, and benefits as defined in their Employment Agreement
- c. *“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) including hourly, non-contract swim coaches

## Purpose

The WDSC employs staff, as necessary, to manage the daily tasks required of a swim club. The WDSC's Full- and Part-Time Employees must sign and adhere to individual Employment Agreements. Except where otherwise noted, or where amended by the provisions of their Employment Agreement, the WDSC Policies and Handbooks and the BC Employment Standards Act will govern the terms and conditions of employment with the WDSC.

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

The WDSC 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

This Policy applies to the WDSC's Full-Time Employees, Part-Time Employees, and Term Employees.

## Employer-Employee Relationship

The WDSC recognizes the critical importance of its Employees to achieving its strategic objectives. Accordingly, the WDSC 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. A WDSC culture that reinforces shared values and high professional standards, and encourages participation and teamwork
- d. An evaluation system based on WDSC 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

The WDSC expects its Employees to:

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

### **Employment Agreement**

Employees will enter into an employment agreement with the WDSC.

If the Employee continues to be employed by the WDSC 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 WDSC.

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**

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.

The Employee's probationary period may be adjusted or extended, in writing, according to any absences by the Employee during the probationary period.

The purpose of this probationary period is to provide an opportunity for both the Employee and the WDSC to evaluate their working relationship.

An employee who transfers within the WDSC to a new position will have a probationary period of three months in the new position. During this probationary period the WDSC 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.

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**

The Head Coach will supervise the performance of all coaches on behalf of the WDSC's Board of Directors (BOD). The BOD will oversee the performance of the Head Coach. The Head Coach and BOD will work together to oversee the performance of the Administrative Coordinator.

Overtime hours may be worked by an Employee with the advanced approval of the Head Coach and BOD. 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.

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.

Employees will attend all staff meetings and other meetings when requested to do so by the Head Coach and/or BOD, unless the Employee's absence has been approved by the Head Coach and/or BOD.

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

The primary duties and responsibilities of each Employee will be outlined in a written job description in their Employment Agreement for the Full- and Part-Time Employees and in Club Handbooks for the Term Employees. These duties may be revised from time to time at the discretion of the Head Coach and/or Board of Directors, to reflect changing priorities, workload, and personnel requirements.

The performance of each Employee will be reviewed annually by Committee. The purpose of this review will be to assess the Employee's commitment to the WDSC's values and policies, to provide the Employee with feedback on their performance, and to identify the Employee's strengths and weaknesses.

If an Employee's performance is below a satisfactory level, the Head Coach, with support of the BOD, 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.

For all Employees, a base salary review will be done by the Head Coach and/or the BOD. Annual cost of living increases will not occur.

### **Vacation and Holidays**

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

Employees who have worked less than one full employment year will be entitled to vacation time on a prorated basis.

Employees are entitled to the paid public holidays recognized by the BC Employment Standards Act.

## **Leave**

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.

Leaves of absence must be approved in writing. Extending approved leaves of absence without notification to the WDSC may result in termination of the Employee.

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

## **Sick Leave**

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 ASAP. All Full-Time and Part-Time Employees are entitled to five (5) days fiscal sick leave. Sick leave days will NOT be accumulated, carried over, or paid out upon termination.

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

Excessive absenteeism affects an Employee's ability to maintain quality/quantity standards of work. The WDSC reserves the right to deduct from the Employee's salary any sick leave taken in excess of five (5) working days per fiscal year.

Employees will periodically be required to schedule medical appointments. Employees are required to schedule appointments where possible which least affects the amount of lost time. Part-Time Employees are required, where possible, to schedule appointments outside of their scheduled hours of work.

## **Maternity Leave**

A pregnant Employee who has been employed by the WDSC 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.

An Employee who takes maternity leave must take a period of leave as per the BC Employment Standards Act immediately following the date of delivery, unless the WDSC and the Employee agree otherwise, and the Employee provides a medical certificate indicating that resumption of employment will not endanger the Employee's health.

An Employee wishing to take maternity leave will give the WDSC 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.

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**

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.

As per the BC Employment Standards Act, an Employee entitled to parental leave must give the WDSC notice of the date the Employee will start parental leave.

As per the BC Employment Standards Act, an Employee on parental leave must give the WDSC written notice of the date on which the Employee intends to resume work.

### **Compassionate Care Leave**

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

### **Other Leave**

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.

### **Expense Compensation**

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

### **Professional Development**

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

The WDSC 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 WDSC.

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.

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 Head Coach.

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

Allotments, when available, for Professional Development are outlined in the WDSC Coach Handbook.

### **Other Employment**

Employees may accept outside employment provided the employment does not diminish the Employee's ability to perform work for the WDSC and the employment does not represent a conflict with the WDSC.

### **Personal Belongings**

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

### **Conduct and Discipline**

Employees will comply with this Policy, the terms of their Employment Agreement, and all other WDSC policies and the club handbooks.

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

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 (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 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*

Unsatisfactory work performance or work-related behaviour is the failure or refusal to carry out job responsibilities and/or failure to follow the WDSC's rules or policies. The Head Coach and/or BOD 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.

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.

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

When disciplining an Employee, the WDSC 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**

No notice, or pay in lieu of notice, is required by either the WDSC or the Employee to terminate the employment relationship during the first three (3) month probationary period for new Employees.

Employees will provide notice of their intention to leave the employment of the WDSC in accordance with the BC Employment Standards Act.

The WDSC 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 WDSC
- b. Failure to adhere to policies of the WDSC
- 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 WDSC's property
- g. Insubordination
- h. Recurring absence without notice
- i. Dishonesty
- j. Fighting or provoking a fight on WDSC premises
- k. Actions that bring the WDSC into disrepute
- l. Working for another employer while on leave of absence without written consent of the WDSC
- m. Possession, use, sale, purchase, or distribution on the WDSC'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 WDSC's Board or outlined in the Employment Agreement

The WDSC will provide Employees notice, or pay in lieu of notice, of their intention to terminate the Employee's employment with the WDSC without cause in accordance with the BC Employment Standards Act, unless otherwise agreed in the Employee's Employment Agreement.

### **Grievance Procedure**

An employee who is dissatisfied with any procedures or treatment should first take the matter up with their supervisor. If the matter is not resolved at this level, the Employee may follow the procedures outlined in the Discipline and Complaints, Alternative Dispute Resolution and/or Appeal Policies as appropriate. The Employee may also seek guidance from the WDSC BOD's Communications Committee.