



**HUMAN RESOURCES POLICY  
AND  
EMPLOYEE HANDBOOK**

FEBRUARY 2016

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## 1. INTRODUCTION

Athletics Ontario thanks you, the employee, for your commitment and hard work involved with carrying out your job. It is our goal and priority to provide you with a workplace that you enjoy coming to, where your skills and competencies can be best used, and, where you will obtain a sense of achievement and contribution.

This employee handbook is a summary of policies, procedures and practices related to human resource management at the Association.

The Executive Director is accountable for leading an effective staff team and is thereby accountable for the development and implementation of the policies outlined in this manual. Managers may be responsible for human resource management within their own staff teams and should reference this manual to ensure organizational consistency in the application of these practices.

The Executive Director is responsible for maintaining the procedures and systems which support human resource management for the organization and is available to answer any questions or provide clarification on any content of this manual.

Athletics Ontario offers a benefits package, including insurance and health plan. Questions regarding the benefits package may be directed to the Office Manager.

Any policy, rule, or regulation as stipulated by the Ontario Employment Standards Act (ESA) takes precedence over any statements made in this document.

## 2. STATEMENT OF PHILOSOPHY

Athletics Ontario wishes to maintain a work environment that fosters personal and professional growth for all employees. Maintaining such an environment is the responsibility of every staff person. Because of their role, managers and/or supervisors have the additional responsibility to lead in a manner which fosters an environment of respect for each person.

It is the responsibility of all staff to:

- foster cooperation and communication among each other;
- treat each other in a fair manner, with dignity and respect;
- promote harmony and teamwork in all relationships;

- strive for mutual understanding of standards for performance expectations, and communicate routinely to reinforce that understanding;
- encourage and consider opinions of other employees or members, and invite their participation in decisions that affect their work and their careers;
- encourage growth and development of employees by helping them achieve their personal goals while at Athletics Ontario and beyond;
- seek to avoid workplace conflict, and if it occurs, respond fairly and quickly to provide the means to resolve it; and
- administer all policies equitably and fairly, recognizing that jobs are different but each is important; recognize that employees in their personal lives may experience crisis and show compassion and understanding.

### 3. WHO WE ARE

ATHLETICS ONTARIO (AO), formerly known as the Ontario Track and Field Association, is the not-for-profit provincial sport governing body for track and field, road running, cross country and race walking for the province of Ontario. The Association is athlete-centered, volunteer-based and club-driven.

“Athletics” is defined as “all athletics, including, but not restricted to, track and field, running, jumping, throwing, cross country, race walking, road running, ultra-running and competitive athletics held under the auspices of Athletics Canada”.

#### 3.1 Vision

Ontarians acknowledge and support athletics as a sport important to individual and community health and fitness.

#### 3.2 Mission

The mission of Athletics Ontario is to:

- develop, promote and ensure competent delivery of programs and competitions in athletics for the participant’s enjoyment of the sport;
- produce highly competitive provincial, national and international athlete; and
- contribute to the health, fitness, social development and well-being of all participants.

#### 3.3 Values

- Health and fitness through sports and throughout life
- Commitment to excellence and the highest standards of performance by athletes at all age levels
- Integrity, loyalty, fair play, sportsmanship, honesty, commitment, dedication, patience, mutual respect and cooperation
- Inclusiveness, accessibility and affordability in participation
- Individual development and measureable achievement encouraged by administrators, coaches, officials and staff committed to AO values
- High ethical and moral standards and practices in athletics and the governance of athletics
- Prudent, transparent stewardship that demonstrates value for the investment of

fiscal and human resources

## **4. EMPLOYMENT AT ATHLETICS ONTARIO**

### **4.1 Employment Equity**

Athletics Ontario is an equal opportunity employer and abides by the Ontario Human Rights Code to ensure an employment process free of discrimination based on Age, Ancestry, Colour, Race, Ethnic Origin, Place of Origin, Creed, Disability, Family Status, Marital Status, Gender Identity, Gender Expression, Record of Offences, Sex, or Sexual Orientation.

### **4.2 Organizational Structure**

The internal structure of the AO Office is supported by job descriptions for each position. Job Descriptions are available through the Executive Director.

### **4.3 Recruitment and Selection**

For any position, vacant or new, a job posting will occur so as to provide AO staff an opportunity to apply. Current employees will be screened in the same manner as external applicants.

All employment opportunities at the Association are posted internally for a minimum five (5) working days which may run concurrent with external sourcing efforts.

All applicants are invited to submit their application, along with a current résumé, demonstrating that they meet the minimum criteria for the position being sought. At the closing date, all applications are screened and candidates selected for interview are contacted.

Suitable internal and/or external candidates will have a formal interview to properly evaluate competencies, technical expertise, professional profile, education, aptitudes and interpersonal abilities. Tests may be required, depending on the job specifics.

If the interview is positive, references will be contacted with the approval of the finalist. For certain positions, legal background and/or financial verification may be required if deemed pertinent. Depending on the feedback provided, a position may be offered to the successful candidate. A successful candidate is required to undergo a Police Reference Check as a condition of employment with AO.

### **4.4 Job Offer**

Job Offers are presented in the form of a letter.

### **4.5 Nepotism**

No candidate shall be hired for a position where they may report to, or supervise a member of their immediate family. Immediate family is defined as: parent(s), step parent(s), foster parent(s), sibling(s), grandparent(s), spouse (including common law and or same sex

partner), step child(ren) or ward of the staff member, father-in-law or mother-in-law (including parent of same sex partner). Personal relationships with other employees or members of the Board of Directors or Committees of Athletics Ontario should be disclosed prior to accepting any offer from the employer.

#### 4.6 Employee Classifications

Each position at AO shall be classified as either Administrative or Management in nature, as determined by the AO HR Committee. This decision will be based on the duties assigned and qualifications required for each position.

##### Full-Time Employees

Full-time employees are paid an annual salary to deliver on a job. A regular work week at AO is from Monday to Friday, inclusive. The standard work week is 40 hours. Depending on the nature of one's position, and due to the nature of AO's business, employees may be required to meet hard deadlines and/or travel on behalf of the Association.

**Note:** Benefits granted to full-time employees are based on 5 worked days per week. Benefits are calculated on a pro-rated basis for those employees whose work week is shorter than 5 days.

##### Part-Time, Temporary (contract) and Casual Employees

Employees working in these classifications are paid by the hour and are **not** entitled to AO specific benefits.

#### 4.7 Employee Duties

While general job functions and duties are detailed in job descriptions, duties and responsibilities may be added, amended or discontinued at the discretion of management.

#### 4.8 Personnel File

Athletics Ontario collects personal information for inclusion in personnel files. This information is available to the employee, the Executive Director, the AO President/Chair and the Office Administrator. This information is kept in a secure location, and is not shared with members of the Board or with our funders. It is the responsibility of each employee to inform AO immediately of any changes to their personal information

#### 4.9 Probation

The first three (3) months of employment are probationary. During the probationary period, employment may be terminated on a, with or without cause basis, and without notice or payment in lieu of notice, except as may be minimally prescribed by the Employment Standards Act of Ontario. Upon satisfaction of the requirements under the Act, the Employer shall have satisfied any and all obligations to the employee, whether under the Act, or at common law. At the completion of the probation period, the employee and employer shall meet and review progress to date. At this time one of three things will occur:

1. Probation will end
2. Probation may be extended for an additional three (3) months
3. Employment will end

#### 4.10 Payroll

Employees shall be paid on a bi-weekly basis. Payroll practices may be changed from time to time at the Employer's sole discretion. Currently, payday occurs every second Thursday and covers the pay period ended the previous Saturday.

#### 4.11 Expense Claims

AO will reimburse out-of-pocket and related expenses for activities undertaken by staff as provided for in the AO Travel Policy. All expense claims must be submitted for reimbursement within 30 calendar days after the related expenses have been incurred.

#### 4.12 Performance Appraisals

Performance reviews, for all employees, will occur near the end of March, and annually thereafter, and involve the employee's self-evaluation.

For new employees, performance reviews will occur every three (3) months or quarterly basis during the first year of employment.

The annual review will serve to measure:

1. The application of AO's VISION, MISSION, VALUES in one's daily activities;
2. The objectives jointly set between supervisor and employee for a given year;
3. The application of all technical and interpersonal skills outlined in the job description;
4. The adherence and respect to AO Policies & Procedures and work conditions; and
5. The level of initiative and success towards the AO Strategic Priorities.

At the time of the performance appraisal, the employer and employee will review the objectives and the results achieved, challenges from the preceding year, and establish the objectives for the coming year. Throughout the year, the employee and employer may refer to this document to track progress made toward objectives, highlight areas of concern and indicate challenges identified along the way. The objective of this informal review is continuous improvement.

This would also be the opportunity for either party to identify and recommend professional development opportunities which may assist the employee in their day to day work or to grow within the organization. Salary adjustment and/or bonus, if applicable, are established in accordance with the performance review outcome.

#### 4.13 Process for Annual Salary Adjustments and/or Bonus Payments<sup>1</sup>

Budgeted annual salary adjustments are paid to individuals following the end-of-year performance review process before yearend. The total dollars budgeted for salary increases are known as the "salary envelope". The salary envelope is represented as a percentage of the aggregate salary expense and is the "average increase" in salaries.

The Budgeted salary adjustment amount is established by the Board during the annual budgeting process.

The total dollar amount of individual salary increases cannot exceed the "salary envelope". Thereby, if an individual is given an above average salary increase due to a superior

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<sup>1</sup> "Salary and/or Bonuses" will be referred to as "Salary"

performance review, a less than an average increase(s) must be given to another individual(s).

Salary Adjustments are based on a performance review rating:

- Consistently Exceeds - will result in an above-average salary increase
- Exceeds Some - will result in a more-than-average increase
- Meets All - is an average salary increase
- Meets Some - will result in a less-than-average increase
- Not Met - will result in no salary increase

Individuals with staff directly reporting to them will evaluate the individual performance of each of their staff and will recommend a salary adjustment(s) in accordance with the individual's performance review and the budgeted salary guidelines.

Each person responsible for evaluating the performance of their direct reports will once a year defend their assessment before an evaluation committee. The evaluation committee will be the final arbiter in salary matters.

Any salary increases are subject to the organization meeting its annual financial budget and income targets. Salary increases may not be provided if the organization fails to meet the annual operating budget for the given year.

#### **4.14 Professionalism**

When representing Athletics Ontario, staff should dress and behave appropriately. Employees should choose to dress in a manner which presents a professional image to the public and is respectful of others. Excessive use of profanity is neither professional nor respectful to co-workers, members or the public and will not be tolerated.

#### **4.15 Location and Hours of Work**

Employees are expected to work at the Association's office unless otherwise approved by the Executive Director.

Employees are expected to report to work regularly as scheduled. Work hours may be changed at management's discretion. Regular AO office hours are 9:00 a.m. to 5:00 p.m. Monday through Friday inclusive (excluding statutory holidays). A regular work day is considered to be 8 hours inclusive of one 30 minute meal break and exclusive of travel time to and from work.

**Note:** The lunch break should be taken by an employee to eat and re-energize. An employee who chooses to forego the lunch break at his/her discretion cannot claim payment or substitute that time by a late arrival or early departure unless it is necessary and approved by the Executive Director.

Employees receiving an annual salary may be expected to work flexible and extended hours from time to time as business requires. Work schedules may vary depending on the time of year, project, and business travel. Employees must normally fulfill their responsibilities during regular business hours but are not limited to them. This agreement between



employer and employee is meant to meet the needs of both parties, taking into consideration professional and personal situations that may require flexibility.

Part-time, temporary and casual employees will have their schedules determined on a case by case basis by the Executive Director.

Employees are required to notify their supervisor with as much advance notice as possible, of their absence from work. At the discretion of the Executive Director and depending on circumstances, in rare occasions, employees may be allowed to work from home for specific periods of time -- this to suit specific conditions or deadlines in the best interest of staff productivity. The Executive Director reserves the right to grant or refuse this on a case-by-case basis. Allowing an employee to "work from home" is the exception to the general rule.

#### **4.16 Office Closure**

In the event of adverse weather, or other emergency conditions, employees will receive an email message or other communication from the Executive Director advising of any changes to hours of operation or office closures.

#### **4.17 Statutory Holidays**

The Province of Ontario has nine (9) public holidays and other\* days for which staff will be paid. They are:

New Year's Day	Simcoe Day*
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

### **5. DEPARTURE**

#### **5.1 Termination For Cause**

An Employment Contract may be terminated by the Employer at any time for cause, without notice or payment in lieu of notice or severance pay whatsoever, except payment of outstanding wages, vacation pay to the date of termination. Cause includes, but is not limited to, any act of dishonesty, conflict of interest, breach of confidentiality, harassment, insubordination, or careless, negligent or documented poor work performance.

#### **5.2 Termination Without Cause**

An Employment Contract may be terminated by the Employer at any time and for any reason on a without cause basis, upon the provision of notice or payment of notice instead, and severance pay if applicable, as is minimally required by the ESA. In addition to notice, and pursuant to the ESA, the employee shall be entitled to an additional one (1) week's notice or payment in lieu of notice for every year of completed service (severance pay) with the Employer to a maximum of twenty six (26) weeks' notice inclusive of the notice requirements under the ESA. The notice as described in this paragraph is inclusive of all

statutory and common law entitlements to notice or payment in lieu of notice. Upon satisfaction of the requirements under this paragraph, the Employer shall have satisfied any and all obligations to the employee, whether under the ESA, or at common law. The notice requirement contained in this clause constitutes a material inducement to the Employer to enter this agreement.

### **5.3 Employer Property**

Upon termination of employment for any reason, all items of any kind created or used pursuant to the employee's service or furnished by the Employer including but not limited to computers, reports, files, diskettes, manuals, literature, confidential information, or other materials shall remain and be considered the exclusive property of the Employer at all times, and shall be surrendered to the Executive Director, in good condition, promptly and without being requested to do so.

## **6. TIME AWAY FROM WORK**

### **6.1 Vacation Time and Vacation Pay**

New employees shall be entitled to take accrued vacation earned after the successful completion of three (3) month probation. The ED shall provide written documentation of completion.

Vacation will be earned on the basis of 1.25 days per month to a maximum of fifteen (15) days per calendar year. Vacation year, for vacation accrual and scheduling, is January 1 - December 31.

After completion of seven (7) years of service, employees shall be entitled to twenty (20) days per calendar year. After completion of fourteen (14) years of service, employees shall be entitled to twenty-five (25) days per calendar year. These figures will be pro-rated for salaried part-time staff.

Vacation leave is conditional upon approval of the Executive Director and may be taken in ½ day increments.

### **6.2 Sick Leave**

The Association will pay full wages due to illness or injury to a maximum of five (5) days per calendar year. New employees are eligible for this benefit following their probation period. Sick leave may not be carried past December 31.

### **6.3 Time in Lieu**

Employees will be provided time in lieu for work, on weekends, where they are required to carry out Association business. Time in lieu must be taken within 30 calendar days of date worked (or dates approved by ED) and may be taken in ½ day increments. All time in lieu earned entitlements must be pre-approved by the Executive Director prior to the time being earned, failure to obtain pre-approval may result in the employee foregoing the right to any days earned.

## **6.4 Family Caregivers Leave**

Employees may take unpaid leave to provide care or support to family members in accordance with the Employment Standards Act. Employees may use vacation or lieu days, if available.

## **6.5 Bereavement Leave**

Up to three (3) days concurrent with the date of death will be granted as paid leave for bereavement of the death of a member of an employee's immediate family. Immediate family is defined as: parent(s), step parent(s), foster parent(s), sibling(s), grandparent(s), spouse (including common law and or same sex partner), step child(ren) or ward of the staff member, father-in-law or mother-in-law (including parent of same sex partner).

Additional unpaid compassionate leave may be granted at the discretion of the Executive Director for reasons not covered elsewhere in this manual. These requests should be discussed in person with the ED.

## **6.6 Jury Duty**

Employees will be allowed up to two (2) weeks paid time off for jury duty. After that, employees will be asked to continue jury duty without pay. Any compensation, covering the first four (4) weeks, received from the court system shall be surrendered to the Organization. A copy of the notice to serve should be provided for inclusion in the employee's personnel file.

## **6.7 Maternity, Parental and Adoptive Leave**

Maternity/Parental/Adoptive Leave shall conform to the provisions of the Ontario Employment Standards Act. During the period of the leave an employee may retain coverage under the Group Health plans if they choose to pay the premium costs for all coverage's during their leave.

# **7. BENEFITS**

## **7.1 Medical, Dental and Life**

Athletics Ontario offers its employees group benefits. For further details, refer to the AO Benefits booklet in the AO Office.

# **8. PROFESSIONAL DEVELOPMENT**

At the discretion of the Executive Director, employees may be able to attend conferences, courses, seminars and meetings, identified through annual work plans and performance reviews, which may be beneficial to the employee's professional development. If these

opportunities are directly related to the employee's position, or are suggested by the Executive Director, then AO will cover the cost of registration, course materials and some travel expenses.

If AO has agreed to pay for a course the fees will be paid on evidence of successful completion. If AO sponsors a course (or courses) and the employee departs the Association within a year of completion, the course fees will become repayable in full.

## **9. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY**

### **9.1 Confidential Information**

From time to time, employees of Athletics Ontario may come into contact with confidential information, including but not limited to information about AO's members, sponsors, suppliers, finances and business plans. Employees are required to keep any such matters that may be disclosed to them or learned by them confidential.

Furthermore, any such confidential information, obtained through employment with AO, must not be used by an employee for personal gain or to further an outside enterprise.

Employees must sign and abide by AO's Confidentiality Agreement and amendments thereto.

### **9.2 Intellectual Property**

Any intellectual property, such as trademarks, copyrights and patents, and any work created by an employee in the course of employment at Athletics Ontario shall be the property of AO and the employee is deemed to have waived all rights in favour of AO. Work, for the purpose of this policy refers to written, creative or media work. All source material used in presentation or written documents must be acknowledged.

### **9.3 IT Information Storage and Security**

Any IT equipment (PC's, laptops, tablets, etc.), including storage devices (CD's, USB devices etc.) that are provided to AO employees for the purpose of conducting AO business remain the property of Athletics Ontario. Employees are personally responsible for protecting Athletic Ontario assets that have been entrusted to them and returning such assets to AO when an employee ceases to be employed by AO or the employee no longer has a business use for the asset.

### **9.4 Use of AO equipment for Personal Use**

Employees shall only use the Associations equipment to conduct AO business or business authorized by AO management. Incidental personal use, meaning use that is limited in duration, does not violate company policy and does not interfere with an employee doing their job may be permitted by management. These activities cannot drive incremental costs to AO and it is never permissible to use AO systems for visiting internet sites that feature sexual content or gambling. Employees should understand that such incidental internet use

is not private and is subject to inspection.

### **9.5 Employer Property**

All items of any kind created or used pursuant to the employee's service or furnished by the Employer including but not limited to computers, reports, files, diskettes, manuals, literature, confidential information, or other materials shall remain and be considered the exclusive property of the Employer at all times, and all original documents shall be situated at the AO office.

## **10. HEALTH AND SAFETY**

Athletics Ontario, along with its employees, must take reasonable precautions to ensure that the workplace is safe. The organization complies with all requirements for creating a healthy and safe workplace in accordance with the Occupational Health and Safety Act of Ontario.

Employees who have health and safety concerns or identify potential hazards should contact the Office Administrator or Executive Director.

### **10.1 Fire Drills and Emergency Preparedness**

For safety and security, all employees must follow emergency instructions as dictated by building management and security. If so instructed, you must vacate the premises immediately according to the established procedure and meet in the designated area.

## **11. AIR QUALITY**

Indoor air quality can lead to many health issues. AO recognizes this and attempts to minimize the risks associated with indoor air quality and the effects on its employees. Issues pertaining to air quality should be reported to the Office Administrator.

### **11.1 Scent Free Environment**

As some employees, clients or guests may have allergies or sensitivities to perfumes, lotions, colognes and / or chemical smells, we ban these products from the workplace.

### **11.2 Pets**

The offices of AO are a place of business, and as such, pets are not welcome during normal working hours, with the exception of assistance animals.

## **12. HARRASSMENT**

Athletics Ontario wants to provide a harassment-free environment for its employees and volunteers. Mutual respect, along with cooperation and understanding, must be the basis of interaction between members and staff. Athletics Ontario will neither tolerate nor condone behaviour that is likely to undermine the dignity or self-esteem of an individual, or create an intimidating, hostile or offensive environment, as defined by the Human Rights Acts and Bill 168.

### **13. WORKPLACE VIOLENCE**

Workplace violence can be defined as a threat or an act of aggression resulting in physical or psychological damage, pain or injury to a worker, which arises during the course of work. Further to the definition of violence, is the definition of abuse. Abuse can be verbal, psychological or sexual in nature. Verbal abuse is the use of unwelcome, embarrassing, offensive, threatening or degrading comments. Psychological abuse is an act which provokes fear or diminishes a person's dignity or self-esteem. Finally, sexual abuse is any unwelcome verbal or physical advance or sexually explicit statement.

Athletics Ontario has a zero tolerance limit with regards to harassment and violence. Employees or volunteers engaging in either harassing or violent activities will be subject to discipline, which may include termination of employment, removal from Boards or committees and possibly criminal charges.

### **14. DISPUTE RESOLUTION**

Regrettably, conflict can occur in any working environment. In an effort to resolve conflict in an expedient, yet fair manner, Athletics Ontario recommends the following process for conflict or dispute resolution:

- Speak to the person you are having the dispute with. Many times disputes arise due to misunderstandings and miscommunications.
- If speaking to the individual does not work, speak to the Executive Director. The ED will arrange a meeting between those involved in the dispute, to determine a resolution.
- If the dispute is with the Executive Director, speak to the Chair of the Governance Committee (the AO Vice-Chair). The Vice-Chair will review the matter to determine a course of action to effectively resolve the matter.

**Board Approval  
February 23, 2016**