

## **Human Resources Policies and Procedures**

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# 1 Preamble

## Human Resource Statement

The Volunteer Bureau of Leeds and Grenville strives to provide a safe and comfortable work environment, at its various sites, for staff and volunteers while fostering a general attitude characterized by fairness, dignity and respect.

## Purpose of Human Resource Policies and Procedures

These policies and procedures are a guide, their purpose being to establish fair, consistent, and workable guidelines pertaining to employment practices. They attempt to set a tone for human resource relations for all staff and volunteers. Some exceptions to the general guide may be required in order to adhere to applicable government legislation.

## Responsibilities in Human Resource Administration

The responsibility to administrate Human Resources policy is that of the Board of Directors of the Volunteer Bureau of Leeds and Grenville and its Executive Director. The Board of Directors has the ultimate legal responsibility as employer and has responsibility to hire, monitor, and appraise the performance of the Executive Director of the Volunteer Bureau of Leeds and Grenville; the Executive Director has similar responsibilities regarding other employees of the Bureau.

## Definitions of Employee Categories

**Full Time Employee:** An employee who is employed twelve (12) months of the year and works thirty five (35) hours per week

**Part Time Employee:** An employee who is employed twelve (12) months of the year and works less than thirty five (35) hours per week

**Specified Term Employee/Contractual Employee:** An employee who is employed for specific start and end dates. The hours/weeks/months of work are defined within their contract. Earnings are paid as per the terms of employment agreed upon.

## 2 General Policies

1. **Staff Selection:** The organization is committed to the goal of attracting, developing, motivating, and retaining the most competent staff possible to aid in the achievement of organizational goals.

The organization is an equal opportunity employer and shall select staff on the basis of competence. The organization shall not exercise discrimination against individuals on the basis of race, ethnic origin, gender, age, marital status, sexual orientation, pardoned criminal conviction or physical/mental disability, but shall recognize that it may be necessary to consider the following:

- Certain positions, where separate facilities are used for men and women, may be identified as requiring male or female staff with the approval of the Board of Directors; and
  - The organization has an overall goal of securing a staff complement reflective of the communities it serves.
2. **Employment of Relatives or Equivalent:** No Member of the Board or employee in a supervisory position shall directly supervise a relative or equivalent (one connected by blood, marriage or living in the same household). No person will hire, promote, recommend salary adjustments, or provide employment references for a relative or equivalent.
  3. **Employee Election to the Board:** It is the policy of the organization that no employee shall simultaneously hold a position on staff and a position as Director. The intent of this policy is to prevent possible conflict of interest.
  4. **Employee Wages and Benefits:** The organization is committed to establish and review annually salary structures in order to ensure fair and equitable salary rates. The organization offers no fringe benefits packages to any employee.

### 3 Employment Procedures

- 1. Staff Appointments:** Whenever a position becomes vacant at the organization, the Board of Directors shall post the employment opportunities in all venues deemed appropriate. A competency based interview will be conducted in an effort to choose the best candidate for the position. A written job offer<sup>1</sup> will be made to the successful applicant, followed by an approved letter of agreement for employment, clearly listing job responsibilities, conditions of employment, hours of work, rate of pay, name of supervisor, probationary period and written acceptance from the candidate.
- 2. Probationary Periods:** As outlined in the letter of agreement, all hired individuals shall be considered on probation for a period of six (6) months from the date of employment.
- 3. Police Checks for New Employees:** All applicants will be informed during the interview that a police check is mandatory. It will be the responsibility of the candidate to produce a current Police Information Check. It is also the responsibility of the candidate to pay the fee to produce this document.
- 4. Records:** Employee records are to be maintained for all employees. It will include his/her job description, vacations, sick leave taken, performance appraisals, salary memos, disciplinary actions and agreement on terms of employment.
- 5. Performance Evaluations:** Each year, during the month of November, a performance evaluation shall be conducted on any/and/or all employees. This performance evaluation shall be based on the approved work plan designated for the position being evaluated. All performance evaluations shall be signed by both parties.
- 6. General Salary Practices:** The rates of pay shall not be lower than those of the Province of Ontario's minimum wage rates except where Provincial exemptions exist.
- 7. Hours of Work:** It is expected that staff may be required to work evenings and/or weekends, as job responsibilities dictate. A workday is divided into three (3) work periods of morning, afternoon and evening. Two (2) work periods out of three (3) per day shall be regular practice for *full time employees*. *Part time employees and specified term employees* shall be expected to work as per the assigned schedule.

An employee must receive the approval of his/her supervisor before accepting outside commitments that will interfere with or will be in conflict of interest with the ability to fulfill his/her normal job requirements.

An employee may not work more than five (5) consecutive hours without receiving at least a one-half (1/2) hour unpaid eating period (Per Ontario Employment Standards Act)
- 8. Additional Hours of Work:** The organization recognizes that work beyond an employee's regular weekly work schedule may be required on occasion in order to meet seasonal needs or emergencies. Approval must be obtained from the direct supervisor prior to committing to additional hours of work. It is the expectation of the organization that the employee shall take the additional hours of work as time in lieu within the following two working weeks.

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<sup>1</sup> See Appendix A: Sample Letter – Offer of Employment  
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**9. Statutory Holidays:** The organization recognizes the following statutory holidays and shall pay its employees their daily rate for these days: New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day.

**10. Vacations:** Vacations granted must be taken within the fiscal year. Full time employees and/or full time specified term employees will be entitled to the following vacation terms:

\*1-4 years of employment: 2 weeks with pay annually

\*5-8 years of employment: 3 weeks with pay annually

\*9 years of employment or more: 4 weeks with pay annually

**11. Sick Leave:** Employees are required to notify their supervisor promptly in case of illness. When illness extends to 3 days or more, a medical certificate is required at the employee's expense. At a supervisor's discretion, a medical certificate may be required for less than 3 day absence at the organization's expense. An extended sick leave is considered an absence of more than 10 consecutive working days. During such time, the employee must maintain contact with the supervisor on a weekly basis and medical certificates may be requested. If an employee's sick leave entitlement has been exhausted, the employee may use *earned* vacation days. The sick leave entitlements are:

\*Full time/Full time specified term employees: 1 day/month

\*Part time employees: No sick leave entitlement

Note: Sick leave is non-cumulative from year to year.

**12. Pregnancy Leave/Parental Leave:** These shall be granted in accordance with the provisions of the Employment Insurance and Employment Standards Acts.

**13. Jury Duty and/or Witness Duty:** Leave with pay will be allowed to any full time and/or specified term employee who is called for jury duty or required to appear as a witness ordered by a court of law on a day in which s/he would normally work. Compensation received for such jury duty shall be deducted from the pay allowed to the staff member. Proof of jury duty service and pay received must be submitted to the immediate supervisor.

**14. Time Off for Voting:** All full-time employees will be granted time off for voting, in accordance with the law (three consecutive hours prior to the closing of the polls for Municipal and Provincial elections, and four consecutive hours prior to the polls closing for Federal elections.)

**15. Voluntary Resignation:** Staff are asked to consider the flow of the organization's programs and services in determining the date of separation. Plans for leaving should be discussed with the direct supervisor. Employees are requested to give adequate notice, in writing, of their intended termination in compliance with the Ontario Labour Standards Code.

**16. Expenses and Allowances:** The organization pays compensation for expenses incurred by an employee in the course of carrying out his/her responsibilities normally. Approval from the immediate supervisor must be obtained prior to incurring any expense. All receipts must be attached to a request for payment.

**Retirement:** *Retirement age for employees shall be 65 years of age.*

Appendix A: Sample Letter – Offer of Employment

Date

Name

Address

Town/City, Ontario

Postal Code

Dear ,

It is with pleasure we offer you the position of \_\_\_\_\_ at the Volunteer Bureau of Leeds and Grenville effective \_\_\_\_\_. You will be working for and accountable to \_\_\_\_\_ You are considered (full time or part time) staff and as such are eligible for \_\_\_\_\_working days annual vacation. Your starting salary is \_\_\_\_\_. Access to the Volunteer Bureau of Leeds and Grenville Human Resources Policy Manual has been made available to you; please do not hesitate to seek clarification.

The benefit package outlined to you is as follows:

1. Sick Leave: (specify according to policy)

The position commences with a probationary period of six months, which provides the opportunity to ensure satisfaction on the part of both yourself and the organization. During the probationary period, your employment may be terminated at any time should the Volunteer Bureau of Leeds and Grenville determine you to be unsuitable in any manner whatsoever for the position, or should you find the position not to be suitable to yourself. In the event of a termination of your employment during the probationary period, there shall be no obligation on the part of the Volunteer Bureau of Leeds and Grenville to pay to you any monies by way of termination pay or severance pay.

A formal performance appraisal will take place on \_\_\_\_\_ after the probationary period is completed.

The Volunteer Bureau of Leeds and Grenville reserves the right to terminate your employment in accordance with the provisions of the Employment Standards Act by providing to you the therein-required notice of termination, termination pay and/or severance pay. It is to be understood that such notice or pay shall be in full and final satisfaction of any and all obligations that the Volunteer Bureau of Leeds and Grenville may have to you in respect of severance pay. It is to be understood that the Volunteer Bureau of Leeds and Grenville also maintains the right to terminate your employment for cause, if cause is substantiated, without notice or compensation in lieu of notice. In the event that you should wish to terminate your employment with the Association, it is hereby understood that you will provide to us at least two weeks notice so as to provide an opportunity to find your replacement.

**SECTION IV**

As discussed with you, your employment is contingent upon the presentation of a current Police Clearance certificate.

There are two copies of this employment agreement enclosed; please sign one and return it to my attention as soon as possible.

We wish you every success in your new responsibilities and welcome you to the Volunteer Bureau of Leeds and Grenville.

Sincerely,

Name  
Chairperson, Board of Directors

Please sign below as acknowledgement of accepting these conditions.

\_\_\_\_\_  
(Name and Title of Employee)

\_\_\_\_\_  
(Name and Title of Supervisor)

## 4 Discipline, Suspension, Termination

The goal of the organization is to effectively manage its human resources to provide positive outcomes in achieving organizational goals. The organization will use a progressive discipline to encourage employees to correct unacceptable conduct and/or job performance in the workplace. Under normal circumstances, discipline should progress from relatively minor verbal reprimands, to stronger written warnings, to removal from employment (suspension), and finally to dismissal (termination). However, it is understood, that there may be some first offence misconduct by an employee serious enough as to require severe disciplinary action, up to and including dismissal (e.g. unprovoked physical assault, fraud, theft, sabotage, abuse, etc.)

The disciplinary process should be used to change and/or deter unacceptable behaviour, be applied fairly, and not be arbitrary or discriminatory. Disciplinary actions will be based on the principles of **immediacy** (discipline should be applied without undue delay), **warning** (an employee should be made aware that identified behaviour will result in discipline), and **consistency** (the organization will exercise consistency in its disciplinary actions).

### 1. Disciplinary Process

#### a) Step 1 – Verbal Reprimand/Warning

An oral reprimand is delivered upon the initial recognition of unacceptable behaviour. The supervisor must clearly outline the behaviour, corrective action required, the steps the organization may provide to assist or support the employee, and time frame in which behaviour must be corrected. The supervisor must confirm an oral reprimand has occurred in writing, with a copy to the employee and a file copy for the employee's Personnel File to record the action taken. It is a desirable practice that **both** supervisor and employee confirm the intent in writing.

#### b) Step 2 – Written Warning

Upon recurrence of the unacceptable behaviour, the supervisor must present a written warning to the employee outlining the behaviour discussed in the prior verbal reprimand, the deadline for correction, and the proposed action in light of recurrence. A copy of this letter is provided to the employee and a copy placed in the employee's Personnel File. It is a desirable practice that **both** supervisor and employee confirm the intent in writing.

#### c) Step 3 – Probation

Should behaviour not improve after "written warning", the supervisor must place the employee on disciplinary probation pending correction. The disciplinary probation period would be set to a maximum of six (6) months depending on the circumstances and with prior consultation with the Board of Directors. The supervisor must confirm the terms of the disciplinary probation in writing to the employee, a copy of which is provided to the employee and a copy placed in their Personnel File. The terms of the disciplinary probation will state the changes in conduct expected, the assistance and support that will be provided by the organization, and the implications of noncompliance. It is a desirable practice that **both** supervisor and employee confirm the intent in writing.

### **d) Step 4 – Dismissal**

If the behaviour has not been corrected by the close of the disciplinary probation period, the supervisor must initiate dismissal procedures. Dismissal is the ultimate sanction in the disciplinary process and should be considered only when all previous steps have failed. Dismissal requires the express approval of the Board of Directors.

## **2. Suspension**

An employee may be suspended without pay, with prior approval of the Board of Directors, for a period necessary to investigate alleged unacceptable behaviour. If proven, the appropriate disciplinary action will be applied. If unfounded, the employee will be re-instated with full back pay accordingly.

## **3. Termination For Cause**

Serious misconduct or blatant failure to carry out organizational policy on the part of an employee may result in immediate dismissal, without notice, as outlined in the Employment Standards of Ontario, with prior approval of the Board of Directors.

## 4 COMPLAINT/APPEAL PROCESS

It is recognized that there may be occasional conflicts between employees and their supervisors concerning employment related matters. The goal of the complaint process is to provide a useful and timely framework to bring about resolution of differences while protecting the rights of parties concerned.

### Complaint Process

#### a) Step 1

It is the responsibility of the employee to attempt to resolve the conflict through direct consultation with his/her immediate supervisor.

#### b) Step 2 – Direct Consultation

If the consultation in step #1 does not result in a resolution to the complaint, the employee may seek a formal meeting with the immediate supervisor. The employee may choose to have an individual accompany him/her to this meeting. It is the supervisor's responsibility to share with the employee the written documentation of discussion and agreements. This record is to be placed in the employee's and the supervisor's Personnel File. It is a desirable practice that both supervisor and employee sign off on the document that they have read and understood it.

***NOTE: Once a complaint is satisfactorily resolved, all documentation may be removed from the Personnel Files at the request of the employee providing that there has been three (3) years since the complaint was resolved.***