



Policy Title: HUMAN RESOURCE POLICY	Policy No: I - 4
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1. GOAL

1.1 This policy guides the employment practices of Volleyball Canada.

2. PRINCIPLES

- 2.1 VC recognizes its employees' right to work in a safe environment that promotes equal opportunity for all, prohibits discriminatory practices and harassment of any kind, and in which all individuals are treated fairly and with respect and dignity.
- 2.2 VC recognizes that providing for its employees personal, family, and health related needs, will affect their personal well-being and their ability to work effectively.
- 2.3 VC believes it has a responsibility to encourage the professional and personal development of its employees.
- 2.4 VC believes that all sensitive and personal employee information must be kept strictly confidential, except where VC is required by law to disclose such information.

3. FIELD OF APPLICATION AND AUTHORITY

- 3.1 This policy applies to all full-time, part-time and contract employees of VC.
- 3.2 This policy and the Employment Standards Act of the employee's province of employment shall govern the terms and conditions of employment for Volleyball Canada's employees.
- 3.3 All parts of this document are supplementary to applicable federal and provincial legislation. In the event of conflict such legislation shall prevail.
- 3.4 All full-time and part-time employees shall enter into a written contract of employment with VC.
- 3.5 From time to time, VC may hire contractual employees. The terms and conditions of employment for contract employees shall be governed by the terms of their contracts with VC.
- 3.6 The Executive Director shall be responsible for the implementation of this policy and for all decisions relating to hiring, firing, and promoting (by way of salary increases) full time, part time and contractual employees.
- 3.7 The Board of Directors shall be responsible for the implementation of this policy and for all decisions relating to hiring, firing, and promoting (by way of salary increases) the Executive Director.
- 3.8 All staff members are ultimately accountable to the Executive Director. The Executive Director is accountable to the President and the Board of Directors.



4. DEFINITIONS

- 4.1 **Full-time employee:** an employee who is solely employed by VC, works 40 hours per week and received an annual salary and benefits paid.
- 4.2 **Contract Employee:** An employee who is employed by VC to complete a specific task or project, for a specific cost, within a specific time.
- 4.3 **Part-Time Employee:** An employee who is employed by VC and works less than 37.5 hours per week but more than 7.5 hours per week, and receives an annual or hourly salary and benefits paid.
- 4.4 **Personal Service Contract:** is a contract with an individual who provides specific services to the organization for a specified period. This individual must demonstrate that they meet the requirements to be deemed to be self-employed in accordance with the Canada Revenue Agency and as such is not entitled to employee benefits.
- 4.5 **Senior Staff:** All members of the staff who are Directors of specific Program areas.
- 4.6 **Professional Staff:** All Senior Staff and head coaches.
- 4.7 **Support Staff:** All staff members who are Coordinators, Managers and Administrative Assistants.

5. POLICY STATEMENT

- 5.1 VC is committed to fair and equitable practices in employment.

6. PROVISIONS

6.1 Hiring Practices:

VC employees may be engaged on a full-time, part-time, short-term, or special project contract basis. Personal service contracts shall not be used for full-time employees or part-time employees where the nature of the relationship is that of an employer-employee, as defined in the Canada Revenue Agency Income Tax Act.

All job vacancies shall be posted in both official languages. The scope of posting and announcement shall be determined by the requirements of the position and the availability of suitable candidates. Advertising or search mediums may include but not be limited to: VC website, electronic bulletin boards, local newspapers, national newspapers, professional journals, executive placement agencies, etc. dependent on the vacancy and the costs involved.

Any positions funded in part or in whole by Sport Canada revenues will adhere to Sport Canada regulations regarding advertisement and notice of position. Selection Committees will be formed for hiring processes, depending on the position involved.

All candidates shall be screened against predetermined required minimum criteria. Accepted candidates shall be granted an interview before a selection committee of not less than three (3) people, except in the case of administrative support staff.



6.1.1 SUPPORT STAFF

Any administrative support staff shall be interviewed and hired by the Executive Director. Advertising of any available positions shall be at the discretion of the Executive Director as time and resources permit and dependent on the position. At a minimum, full-time positions will be circulated within Volleyball Canada and the Canadian sport community.

6.1.2 COMPOSITION & ROLE OF SELECTION COMMITTEE

- a) The Executive Director (ED) shall be a member of the selection committee for all national office staff, and national coaches.
- b) The other hiring committee members shall be chosen by the ED, from among but not limited to, the Board, Committee chairs, athlete representatives, and staff, as appropriate to the position being filled.
- c) The selection committee for senior positions in VC will include the ED, one Board member and for Coaching positions, an athlete representative.
- d) The Selection Committee shall recommend candidates for the position.

6.1.3 SENIOR STAFF

When a senior staff vacancy occurs, the vacant position shall be reviewed by the ED and the President before advertising.

6.1.4 THE EXECUTIVE DIRECTOR POSITION

Candidates shall be interviewed and selected by the President and the Selection Committee. The outgoing Executive Director may be invited to form part of the Selection Committee.

6.2 Terms of Employment

6.2.1 OFFER OF EMPLOYMENT

- a) Newly hired staff shall receive an offer of employment in writing from the Executive Director outlining starting dates, benefits, job description and salary.
- b) A newly appointed Executive Director shall receive an offer of employment in writing from the President clearly outlining starting dates, terms and conditions of employment, benefits and salary being offered, and probationary periods and terms. Acceptance of this offer must be received in writing from the candidate, to the VC President.
- c) The 'offer of employment' will be followed-up with an Employment Contract.

6.2.2 JOB DESCRIPTIONS

- a) All job descriptions shall be maintained on file in the national office.
- b) Job descriptions will be reviewed annually and updated as required by the VC Board in conjunction with the Executive Director. The Executive Director's job description will be reviewed annually and updated as necessary by the VC Board.

6.2.3 PROBATION

- a) The first three months of employment shall be considered as a probationary work period for new employees. A performance review will be conducted after this three-month period. All new employees shall be notified in writing at the end of the probationary period of their status.



- b) During the probationary period of the Executive Director, the President in consultation with the Board of Directors shall review the work of the Executive Director and determine suitability for continued employment. Letters pertaining to the Executive Director shall be written by the President.
- c) During the probationary period of all other professional employees, the Executive Director, in consultation with the President, shall review the performance of such employees and determine the suitability for continued employment. Letters pertaining to professional staff shall be written by the Executive Director.
- d) During the probationary period of support staff, the Executive Director shall review the work of such employees and determine the suitability for continued employment. Letters pertaining to professional staff shall be written by the Executive Director. Any decision made to terminate the services of a support staff prior to or upon completion of the probationary period must be communicated to the President in advance of the action to terminate.

6.3 Compensation

All employees shall be compensated for their services in accordance with established and previously negotiated rates of pay.

6.3.1 ADJUSTMENTS

- a) Adjustments to salary levels shall be reviewed annually in line with the annual budgeting exercise. Adjustments must be within the set salary range for each position, and are dependent on the availability of funds, and performance and tenure of the incumbent in the position.
- b) Adjustments to the salary of the Executive Director are made by the President and/or VC Board of Directors.
- c) Adjustments to salary levels of other professional positions require the recommendation of the Executive Director to the President for approval. Adjustments to support positions are the decision of the Executive Director.

6.4 Employee Benefits

6.4.1 HEALTH PLAN

Volleyball Canada will provide the following benefits to all full-time, permanent employees and pay 100% of the associated costs:

- a) Single dental coverage, Single medical coverage, Life insurance, Accidental death and dismemberment, Long-term disability insurance, Short-term disability insurance.
- b) Employees requiring family coverage must pay the difference in rates between single and family. Deductions are to be made at source.
- c) No cash shall be given in lieu of benefits for employees not requesting or requiring any of the offered coverage.

6.4.2 PENSION

Volleyball Canada provides a pension plan for all full-time, permanent employees. Contributions are made directly to a VC Registered Pension. Employees are required to match the VC contribution by direct deduction from salary.



6.5 Hours of Work and Overtime

Volleyball Canada shall maintain office hours from 8:30 a.m. - 5:00 p.m. Employees are entitled to a one hour lunch break and two 15 minute breaks per day.

Given the nature of the activity, i.e. sport, it is understood and accepted by all employees that regular hours are not always part of the job dependent on the position of the employee within the organization. Recognizing this, flexibility is required on the part of both the organization and staff with respect to the hours of work.

6.5.1 FLEX TIME

Dependent on the position flex hours are possible. A core work day however must be maintained. That core will consist of time between 9:30am and 3:30 pm. Flex hours must be approved by the Executive Director.

6.5.2 CONDENSED WORK WEEK

Condensed workweeks i.e. 3 twelve hour days, are generally not possible. Exceptions to this may be made at the discretion of the Executive Director dependent on the position and the positions relationship with other positions within the organization.

6.5.3 JOB SHARING

- a) Job sharing is possible at the discretion of the Executive Director and only within certain positions. Details on the split of responsibilities, process, procedures, benefits split, etc. must be acceptable by both the employees involved and Volleyball Canada.
- b) Employees will be subject to the appropriate salary commensurate with their years of experience, skills in the position and time with the organization.
- c) Respecting that the job being shared is in effect one position, one benefits package is available, unless an exception is made for valid reasons.

6.5.4 OVERTIME / TIME IN LIEU

- a) Given the nature of our business, i.e. sport, overtime for many positions is inevitable. Employees should be aware of the overtime demands on their position from time to time.
- b) Provincial Employment Standards Acts govern the eligibility to accrue overtime and is dependent on the nature of the position. Where allowable by provincial statute, overtime will be accumulated as “time in lieu”. Cash “in lieu of” is generally not permitted. Overtime being carried over into a new fiscal year must be approved by the Executive Director.
- c) Advance permission must be secured for overtime and must be tracked using the appropriate form.
- d) Where applicable, a work week averaging agreement may be agreed to by the Employee and VC. In these cases, the total hours of a specific number of weeks are totaled to determine if the average exceeds the maximum number of hours worked in a week before overtime comes into effect. This agreement is used to reflect the fluctuating nature of the work.
- e) Employees are encouraged to take the time "in lieu of" immediately following an anticipated event, meeting requiring the overtime, i.e. post weekend meetings and events, in an effort to reduce employee stress and burnout.
- f) However if this is not possible, employees may not “bank” more than 15 days of annual overtime. Time off must be scheduled in advance with, and at the approval of, the Executive Director.



6.6 Confidentiality

6.6.1 EMPLOYEE TO EMPLOYER

All employees shall respect the privacy of the organization where required agreeing not to compromise the programs and activities of Volleyball Canada in any way by revealing information detrimental to the health or reputation of the organization, i.e. details of confidential sponsorship negotiations prior to closure of deals, etc.

6.6.2 EMPLOYER TO EMPLOYEE

Volleyball Canada respects the privacy of its individual employees and members. In keeping with this and understanding the sensitivity of much of the employee/employer relationship, all personnel files will be locked and accessible only to the Executive Director, his/her appointed agent in his/her absence, and the relevant Board members i.e. President, Executive Committee.

6.7 Conflict of Interest

All employees are subject to the Volleyball Canada Conflict of Interest Policy and as such are expected to read and fully understand their obligations and restrictions in this regard. Recent changes in the sporting system and the external environment have opened new professions, i.e. sport agents, marketing representatives. It is recognized that many of these new professions may at times be in “competition” with Volleyball Canada as it pursues its program and business goals and objectives.

In recognition of this, all professional employees shall agree not to engage in paid employment activities outside their Volleyball Canada activities without the permission of the Executive Director. The Executive Director shall obtain the approval of the President before engaging in any paid professional activities for other agencies and corporations.

6.8 Performance Assessment

Performance assessment is an on-going process of communication between supervisor and staff member. All full-time and part-time employees are entitled to ongoing performance feedback. The process is a combination of providing periodic feedback to staff on their progress and at least one annual oral review and written evaluation.

Performance assessments shall be based on performance goals that are specific, measurable and mutually established at the beginning of the annual review cycle by the employee and the supervisor. If appropriate, feedback will be requested from multiple parties who have personal knowledge of the employee’s work. The objectives of performance assessments are:

- a) To formally review and discuss the staff member’s performance with respect to their performance goals;
- b) Provide the staff member with the opportunity to comment on his/her performance.

6.8.1 PROBATION PERIOD REVIEWS

A review of performance during probationary periods will be conducted at the end of the probationary period and prior to making an offer of continuing employment to the incumbent. The results of this review will be communicated to the incumbent.

6.8.2 ANNUAL PERFORMANCE REVIEW/REVIEWS

- a) The annual review is a consolidation of the periodic feedback provided throughout the review period. Appropriate notice will be given to the employee of annual review. A minimum of one week’s notice will be granted.

- b) All annual reviews will be signed by both supervisor and employee and retained in the employees personnel file when completed.
- c) Reviews of the Executive Director will be conducted by the President and or VC Board.
- d) Reviews of the national office staff shall be coordinated by the Executive Director.
- e) Annual reviews of the TCVC senior administrative staff will be coordinated by the Executive Director, with all TCVC Support Staff reviews coordinated by the Director of Operations. Reviews of the Coaching staff will be completed by the High Performance Director, with required input from athletes, TCVC staff, and the ED.
- f) In situations of serious performance problems, an oral review and written evaluation shall be done at more frequent intervals.
- g) If an employee's performance is below satisfactory, the Supervisor will discuss with the employee the specific problems, the level of performance that is required, and the time frame for achieving that level. The Supervisor will help the Employee to improve his or her performance through appropriate and corrective action including, but not limited to, daily work review and feedback, further training and/or counseling. All discussions regarding unsatisfactory performance will be documented and placed in the employee's personnel file. If performance does not improve according to the time-frame which has been discussed, the Employee may be terminated for cause.
- h) If an employee's unsatisfactory performance has no identifiable and correctable reason, the situation will be treated as one of a disciplinary nature. Appropriate disciplinary steps will be taken including a verbal warning, a written warning, suspension without pay and finally dismissal. All disciplinary actions will be supported by detailed written documentation, including the verbal warnings.
- i) Where an employee disagrees with the performance evaluation, and feels that he/she has been treated unfairly, the employees shall have the right to appeal the decision as specified under GRIEVANCES Section.

6.9 Grievances

Should any grievances arise as to the interpretation of personnel or employment policies, such grievances shall be initiated within ten working days after the circumstances giving to the grievance have occurred.

Grievances shall be processed in the following manner:

- a) By the immediate supervisor who will attempt to resolve the problem within ten working days.
- b) By the Executive Director who will attempt to resolve the problem within ten working days.
- c) If necessary the Board of Directors will attempt to resolve the problem within ten working days.

Written records will be kept at each stage.

In the case of an unresolved dispute between a volunteer and an employee, the Executive Director and/or the President must be informed immediately. The Executive Director and the President will then attempt to resolve the dispute within ten working days. If the dispute cannot be resolved within that time frame, the VC Board shall be informed and will attempt to resolve the problem within ten working days. If necessary a mediator or outside facilitator shall be engaged to attempt to resolve the problem.



Grievances related to harassment or disputes involving athletes, coaches, etc. shall be addressed in accordance with established policy.

6.10 Termination

Notice of termination shall not be required for an employee discharged for cause.

An employee who breaches the confidentiality of information obtained as a result of employment with VC shall be subject to termination without notice. An employee who knowingly condones or encourages the use of or, facilitates the supply of banned or illegal substances to athletes shall be subject to termination without notice. An employee, who it is established by evidence, witness or conviction, has stolen VC property or stolen property at a VC event, shall be terminated without notice. An employee who is convicted of criminal offences outside of any VC connection may be subject to a notice of termination.

Unsatisfactory work performance shall be cause for termination only if all the appropriate corrective actions and consultative steps, as outlined in 'Performance Review', have been exhausted, and a reasonable time frame for improvement has elapsed.

Termination will be effective in accordance with the Provincial Employment Standards Act of the province of Employment, as it is from the date that the notice in writing is received by the employee.

6.10.1 NOTICE

- a) All employees leaving the organization are requested to give the organization appropriate and reasonable notice reflective of their position within the organization.
- b) Volleyball Canada will provide reasonable and appropriate notice, and reason for dismissal i.e. funding cuts, redundant position, etc., to all employees whose services may no longer be required. At a minimum, the notice required by law will be provided. Every attempt will be made to provide as much advance notice as possible.

6.10.2 BENEFITS OWING

Volleyball Canada shall pay the employee any cash in lieu of vacation time owing.

6.10.3 SEVERENCE

Volleyball Canada shall adhere to appropriate labour legislation with respect to severance payments, i.e. when required, notice in lieu of, amounts, etc.

6.10.4 EXIT INTERVIEWS

Exit interviews may be conducted at the discretion of the Executive Director, or in the case of the Executive Director at the discretion of the President.

6.11 Statutory Holidays

Employees are entitled to the statutory holidays as mandated in the relevant provincial Employment Standards Act and will generally include to following designated holidays:
New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday (where applicable), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day



6.11.1 CHRISTMAS HOURS

The offices of Volleyball Canada shall close at noon on December 24th, and will re-open the first business day following New Year's Day, unless otherwise designated by the VC Executive Director.

6.11.2 RELIGIOUS OBSERVANCES RECOGNITION OF NON-CHRISTIAN FAITHS

- a) It is recognized that not all employees of Volleyball Canada observe the Christian Holiday calendar, reflected above. In recognition of this, and in respect of Volleyball Canada's policy recognizing religious preference, Volleyball Canada provides that employees requiring variance from the established days as noted above will work out a comparable schedule with the Executive Director, the total days of which will equal 11.
- b) Identification of other options to respect the religious holidays and observances of employees may be identified and exercised by the Executive Director i.e., application of overtime when the employee wishes the traditional Christian time off as well.

6.12 Vacation Leaves

All permanent employees are entitled to annual leave.

Leave may not be carried forward from one year to the next without the written permission of the Executive Director. The Executive Director will require the permission of the President to carry leave forward.

Any leave carried forward will be taken at the earliest possible time. A maximum of 5 days can be carried forward to the next fiscal year.

All annual leave must be scheduled in advance and cleared with the Executive Director. In the case of the Executive Director, leave must be approved by the President.

Permanent employees at a Senior and Professional Staff level are entitled to the following paid vacation, as earned, following completion of respective years of employment.

after 1 year 15 days
after 5 years 20 days
after 15 years 25 days

Permanent employees at a support staff level are entitled to the following paid vacation, as earned, following completion of respective years of employment.

after 1 year 15 days
after 10 year 20 days

6.13 Educational Leave

Time off from work to take educational courses beyond professional development, i.e. degree credits at a recognized institution is at the discretion of the Executive Director or, in the case of the Executive Director, at the discretion of the President - as to whether time will be granted and whether any time granted must be made up.

Factors taken under consideration will include the number of hours of absence each week, length of term of the course, relevancy to their position with Volleyball Canada, time and scheduling demands on the position given the time of year.



6.14 Other Leave With Pay

6.14.1 PAID SICK LEAVE

- a) Permanent full-time employees shall accumulate paid sick leave credits of .5 days per month. Extended leaves of absence, may be covered by association health insurance regarding short and long-term disability coverage. After the appropriate period of time this health policy coverage will kick in covering employee salary.
- b) Employees will not receive pay for unused sick days upon termination of employment or retirement.
- c) An employee must notify his or her supervisor as soon as possible of any absence. Volleyball Canada reserves the right to request a medical certificate from an employee to establish validity of the claim and/or applicability of related medical insurance coverage regarding STD and/or LTD.
- d) An employee must complete their probationary period to be eligible for paid sick leave.

6.14.2 COMPASSIONATE/BEREAVEMENT LEAVE

- a) Employees shall be granted up to three (3) days off work, with pay, in the event of death or life-threatening illness in the immediate family. The length of such leave may be extended under extenuating circumstances upon request to the Executive Director with consideration given to travel time involved, and complexity of the individual situation. Immediate family is defined as spouse, common-law spouse, children, brother, sister, or parent.
- b) Necessary time off may be granted in the event of the death of a grandparent, or in-law, or to attend the funeral of another person.

6.14.3 COURT APPEARANCE OR JURY DUTY

- a) An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, not occasioned by the employee's private affairs, will receive regular pay. The employee will be required to forward any fees paid by the courts to the Association within one pay period after such fees are received by the employee.

6.14.4 MATERNITY/PATERNITY LEAVE

- a) In addition to provincial Employment Standards Act maternity benefits, employees shall be entitled to five (5) days maternity support leave (for an employee who is partner of an expectant mother) at /or around the time of birth; five (5) days for the birth of a child; and five (5) days leave for the adoption of a child.

6.15 Other Leave Without Pay

Leaves of absence without pay may be granted, upon approval of the Executive Director and Executive Committee. Employees on leave without pay shall not accumulate paid sick days or vacation days.

Volleyball Canada shall retain and continue to provide existing benefits, i.e. medical, dental, etc., for the employee on approved leaves of absence. The employee shall pay his or her share of group insurance premiums owing during the leave of absence.



The employee shall be entitled to return to the same position or a position of equal responsibility and remuneration upon completion of the leave of absence, should the leave of absence be six months or shorter. Longer leaves of absence must be approved by the Executive Director and Executive Committee, and the position guarantee is to be negotiated at that time.

Leave of absence without pay after five (5) years employment may be granted to an employee upon their written request at the discretion of the Board of Directors with a recommendation from the Executive Director.

Overstaying a leave of absence without notification and without valid reason in the opinion of the Executive Director, or in the case of the Executive Director of the President, may result in termination of the employee.

Employees may apply for benefits to Service Canada Canada for maternity leave, parental leave, and adoption leave provided the employee meets their minimum requirements. Volleyball Canada does not provide for additional remuneration during maternity, parental or adoption leave beyond that provided for by Service Canada.

Information regarding maternity and parental leave can be found here:

http://www.servicecanada.gc.ca/eng/ei/types/maternity_parental.shtml#eligible

Provincial Employment Standards Acts should also be consulted.



6.16 Professional Development

VC may support the professional development of its employees, however approval for financial support must be received from the employer prior to registration or enrolment. Support may cover any portion of the costs up to 100% and may include leave with pay, for the purposes of professional development related to the performance of the employee's duties.

Volleyball Canada will attempt to set aside each year, finances permitting, a fixed amount of money in the annual budget for the professional development of both its staff and its primary volunteers. The employee will be required to pay for their professional development opportunity first and then, if money is available, they will be reimbursed.

Such funds may be used for the professional development and/or education of individuals as it directly relates to the performance of their duties for Volleyball Canada. Non-job related development is not eligible for consideration.

As well, professional development for specific staff may not be possible at certain times of the year due to compressed demands on their time and their required availability previous to, at, or post certain functions, i.e. AGM.

Volleyball Canada support for professional development may take the form of:

- a) covering the cost of tuition fees, conference fees, related travel and meals
- b) providing time off for the pursuit of professional development.

Reimbursement of agreed upon support will be provided only on proof of completion of the professional development activity and with the provision of proper receipts.

Requests for professional development by professional or support staff must be made to the Executive Director.

Requests for professional development for the President must be approved by VC Board in consultation with the Executive Director.

Requests for professional development for the Executive Director must be made to the President.

Requests for professional development for other critical volunteers must be approved by the President in consultation with the Executive Director.

7. REVIEW AND APPROVAL

7.1 This policy was approved by the Volleyball Board of Directors on the 11 day of June 2015.

7.2 Date of last review: January 12, 2003