



Policy title:	Human Resources Policy	Policy No: SSO 6-16
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Related documents:	<i>Code of Conduct and Ethics</i> <i>Confidentiality Policy</i> <i>Conflict of Interest Policy</i> <i>Privacy Policy</i>	
		Pages: 9

Definitions

1. The following terms have these meanings in this Policy:
 - a. “*Employees*” – Individuals employed by Synchro Swim Ontario on a full-time, part-time, or term basis. Employees do not include contractors, directors and officers of Synchro Swim Ontario, interns, officials, volunteers, or volunteer coaches
 - b. “*Full-Time Employees*” – Employees who work a minimum twenty-eight (28) hour work week, receive an annual salary, and leave, health, vacation, and pension benefits as defined in their Employment Agreement
 - c. “*Part-Time Employees*” – Employees who work less than a twenty-eight (28) hour work week, who received an annual salary, and leave, health, vacation, and pension benefits as defined in their Employment Agreement
 - d. “*Term Employees*” – Employees who are hired for a specific term, to complete specific tasks, who are employed temporarily (*i.e.*, paid by the hour, day, or week), receive four percent (4%) vacation pay and leave benefits, and who do not receive health or pension benefits as defined in their Employment Agreement.

Purpose

2. Synchro Swim Ontario employs staff, as necessary, to manage the daily tasks required of a provincial sport organization. Synchro Swim Ontario Employees must sign and adhere to individual *Employment Agreements*. Except where otherwise noted, or where amended by the provisions of the *Employment Agreement*, this Policy will govern the terms and conditions of employment with Synchro Swim Ontario.

Legal Requirements

3. Synchro Swim Ontario is an equal opportunity employer and abides by the *Ontario Human Rights Code*, which specifically prohibits discrimination on the basis of race, colour, creed, ancestry, place of origin, ethnic origin, citizenship, sex, sexual orientation, age, or physical or mental disability.
4. Synchro Swim Ontario is subject to the statutory requirements of the *Ontario Employment Standards Act* and therefore will comply with its requirements in dealings with Employees.

Application of this Policy

5. This Policy applies to Synchro Swim Ontario’s Full-Time Employees, Part-Time Employees, and Term Employees.



6. Synchro Swim Ontario may hire summer students, temporary, or casual employees. The terms and conditions of employment for such employees will be governed solely by their Employment Agreement and the Ontario *Employment Standards Act*.
7. This Policy will not apply to independent contractors, private consultants, or interns/co-op placement students. These individuals are not considered employees or Synchro Swim Ontario staff. In all instances where these individuals are contracted by Synchro Swim Ontario, a written and signed Contractor Agreement will be prepared that outlines the duties, limitations, and payment schedule for the individual.

Employer-Employee Relationship

8. Synchro Swim Ontario recognizes the critical importance of its Employees to achieving its strategic objectives. Accordingly, Synchro Swim Ontario 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. An organizational culture that reinforces shared values and high professional standards, and encourages participation and teamwork
 - d. An evaluation system based on organizational values, defined job duties and responsibilities, mutually agreed upon goals and objectives, and reasonable expectations
 - e. An evaluation system that provides positive and constructive feedback on performance.
9. Synchro Swim Ontario expects its Employees to:
 - a. Apply and adhere to Synchro Swim Ontario's policies and organizational values
 - b. Use their best efforts to advance the interests of Synchro Swim Ontario
 - 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 Synchro Swim Ontario with any changes to the Employee's name, address, phone number, and other personal information that Synchro Swim Ontario is required to maintain.

Employment Agreement

10. Employees will enter into an Employment Agreement with Synchro Swim Ontario.
11. If the Employee continues to be employed by Synchro Swim Ontario 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 by Synchro Swim Ontario.
12. 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

13. 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.
14. The Employee's probationary period may be adjusted or extended, in writing, according to any absences by the Employee during the probationary period.
15. The purpose of this probationary period is to provide an opportunity for both the Employee and Synchro Swim Ontario to evaluate their working relationship.
16. At the end of the probationary period, a formal work performance evaluation will be conducted by the Executive Director. 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

17. The President will supervise the performance of the Executive Director and the Executive Director will supervise all other Employees.
18. Employees will work out of Synchro Swim Ontario's head office unless another arrangement has been agreed to by the Executive Director in writing. An Employee will not be paid a travel allowance or a moving allowance if the Employee is required to travel far distances to the Synchro Swim Ontario head office, or if the Employee changes residence.
19. Employees will work normal office hours, as determined by Synchro Swim Ontario's Board of Directors. Part-time or temporary Employees may work modified office hours, as determined by the Executive Director. Due to the nature of Synchro Swim Ontario as primarily a volunteer-run organization, Employees' hours of work may be flexible to accommodate some evening or weekend work.
20. 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.

Time off in lieu

21. The employee may be compensated for overtime hours by receiving one and one-half hours of paid time off work for each hour of overtime worked instead of overtime pay if,
 - a. The employee and the employer agree to do so
 - b. The paid time off work is taken within three (3) months of the work week in which the overtime was earned or, with the employee's agreement, within 12 months of that work week.
22. If an Employee cannot be at work at the normal time, he or she will notify the Executive Director at the earliest opportunity with the reasons for, and expected duration of, the absence.
23. Employees will attend all staff meetings, Board meetings, and other meetings when requested to do so by the Executive Director, unless the Employee's absence has been approved by the Executive Director.



Job Responsibilities, Performance and Review

24. The primary duties and responsibilities of each Employee will be outlined in a written job description in the Employment Agreement. These duties may be revised from time to time at the discretion of the Executive Director, to reflect changing priorities, workload, and personnel requirements.
25. The performance of each Employee will be reviewed annually by Executive Director. The purpose of this review will be to assess the Employee's commitment to Synchro Swim Ontario's organizational values and policies, to provide the Employee with feedback on his or her performance, and to identify the Employee's strengths and weaknesses.
26. If an Employee's performance is below a satisfactory level, the Executive Director 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.

Vacation and Holidays

27. Vacation entitlements will accrue in accordance with the Ontario *Employment Standards Act*, unless stated otherwise in the Employee's Employment Agreement.
28. When a statutory holiday falls within an Employee's vacation, the Employee will be granted an additional day of vacation.
29. All vacations will be approved in advance by the Executive Director. The Executive Director retains the right to determine the scheduling of vacations and to determine whether more than one week of vacation may be taken at once. Vacation requests for one week or more will be submitted to the Executive Director, in writing, no later than one month prior to the requested vacation date.
30. Term Employees will be paid vacation pay at a rate of four percent (4%) of the Employees' earnings, payable bi-monthly or on the termination of employment.
31. Employees who have worked less than one full employment year will be entitled to vacation time on a prorated basis.
32. Employees are entitled to the paid public holidays recognized by the *Ontario Employment Standards Act*, which include:
 - a. New Year's Day
 - b. Family Day
 - c. Good Friday
 - d. Victoria Day
 - e. Canada Day
 - f. Labour Day
 - g. Thanksgiving Day
 - h. Christmas Day
 - i. Boxing Day.



33. An Employee is eligible for paid public holidays if the Employee has worked for Synchro Swim Ontario for at least thirty (30) working days in the year before the holiday, worked their last scheduled day of work before the holiday, and worked the first scheduled work day after the holiday.

Leave

34. The following sections endeavour to incorporate current Ontario and Federal legislation. If any of the following sections do not comply with minimum legislative requirements, the minimum legislation shall be substituted instead.
35. 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 Executive Director by 8:45am. All Full-Time and Part-Time Employees are entitled to five (5) days fiscal sick leave. Full-Time and Part-Time Employees are not eligible to accumulate sick leave and must be legitimately ill before leave will be granted. Sick leave days will NOT be accumulated, carried over, or paid out upon termination.
36. At the discretion of Synchro Swim Ontario, a doctor's letter may be required to substantiate the need for sick leave.
37. Excessive absenteeism affects an Employee's ability to maintain quality/quantity standards of work. Synchro Swim Ontario reserves the right to deduct from the Employee's salary any sick leave taken in excess of five (5) working days per fiscal year.
38. Employees will periodically be required to schedule medical appointments. Employees are required to schedule appointments, where possible, at a time that least effects the amount of lost time. Part-Time Employees are required, where possible, to schedule appointments outside of their scheduled hours of work.
39. Full-time Employees may be entitled to up to three (3) days of paid leave for bereavement or compassionate purposes.
40. Maternity leave and parental leave will be in accordance with the Ontario *Employment Standards Act*.
41. Employees required to serve on a Jury or as a Crown Witness are entitled to leave without pay.
42. Leaves of absence must be approved by the Executive Director in writing. Extending approved leaves of absence without notification to Synchro Swim Ontario may result in termination of the Employee.

Salary and Benefits

43. The following sections endeavour to incorporate current benefits as offered by Synchro Swim Ontario's Insurance Plan. If any of the following sections do not comply with the benefits as offered by Synchro Swim Ontario's Insurance Plan, the benefits offered by Synchro Swim Ontario's Insurance Plan shall be substituted instead.



Salary

44. The salary of each Synchro Swim Ontario Employee will consist of a base salary and may include performance incentives.
45. Salary will be paid every two weeks, subject to benefit deductions, statutory deductions, and withholdings for Canada Pension Plan and Employment Insurance.
46. Daily salary for Employees will be calculated by dividing the Employee's annual salary by the number of days worked per year (approximately 261 days). Hourly salary for Employees will be calculated by dividing the number of hours worked in a day.
47. Starting salaries, salary increases, and performance incentives (if any) will be reviewed and approved by the HR Committee. In carrying out this review, the HR Committee will have regard to salaries paid by comparable organizations.

Benefits

48. Full-Time and Part-Time Employees working twenty-one (21) hours per week or more are eligible for health benefits as defined in their Employment Agreement after three continuous months of employment with Synchro Swim Ontario. Under certain circumstances, the waiting period may be waived upon special request to the Insurer.
49. The cost of Synchro Swim Ontario's Insurance Plan for Full-Time and Part-Time Employees and their dependents will be paid for by Synchro Swim Ontario. The Insurance Plan offers the following coverage or as otherwise described in the Group Benefits Package
 - a. Life Insurance
 - b. Accidental Death and Dismemberment
 - c. Dependent Life
 - d. Long-Term Disability
 - e. Extended Health Care (optional for Part-Time Employees, at their expense)
 - f. Dental Insurance (optional for Part-Term Employees, at their expense).
50. If an Employee's spouse is covered under another Benefits Plan, the Employee must choose which individual will be the primary wage earner for purposes of the Ontario Health Insurance Plan (OHIP). Under no circumstances will Synchro Swim Ontario pay salary in lieu of premiums where coverage is obtained through a spouse's plan.
51. Under current Income Tax Regulations, the payment of Provincial Health Care Premiums by Synchro Swim Ontario constitutes a taxable benefit to the Employee. This benefit will be added to regular earning on the Employee's T-4 at year end.
52. Term Employees are not entitled to health benefits.
53. Health benefits coverage will cease upon the Employee's termination. An Employee may convert such health benefits coverage upon termination by purchasing coverage from the policy holder on an individual basis if available.



Pregnancy/Parental Leave

54. Employees on pregnancy/parental leave may choose whether or not they want to maintain their benefits but, if they choose to do so, they must maintain all benefits for the full leave period. If an Employee chooses not to maintain coverage during their pregnancy/parental leave, Synchro Swim Ontario must receive such a request in writing.

Expense Compensation

55. Employees will be compensated for any costs and expenses incurred while traveling on Synchro Swim Ontario business, or while performing duties in accordance with their job description, pursuant to terms outlined by their Employment Agreement and the Synchro Swim Ontario Finance Policy.

Professional Development

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

Cellphones

57. While operating a motor vehicle and unless using a legally authorized ear piece, Employees will:
- a. Not use a cellphone or other hand-held device
 - b. Before using a cellphone or other hand-held device, leave the road and safely park their motor vehicle
 - c. Have incoming phone calls answered by voice mail.
58. Employees will not be disciplined for failing to answer a call while they were operating a motor vehicle.
59. Synchro Swim Ontario will not be held responsible for any violations or accidents caused by the contravention of the Cellphones section of this Policy.

Other Employment

60. Employees may accept outside employment provided the employment does not diminish the Employee's ability to perform work for Synchro Swim Ontario, the employment does not represent a conflict with Synchro Swim Ontario, and the Executive Director is notified in advance of the Employee's intention to accept outside employment and gives written approval.

Personal Belongings

61. Synchro Swim Ontario assumes neither responsibility nor liability for any personal or office articles lost or stolen, regardless of circumstances. At Synchro Swim Ontario's office, purses, wallets, and other valuable personal belongings should be placed in a locked drawer or cabinet at all times.



Conduct and Discipline

62. Employees will comply with this Policy, the terms of their Employment Agreement and all other Synchro Swim Ontario policies relating to conduct including, but not limited to, Synchro Swim Ontario's *Code of Conduct and Ethics*, *Confidentiality Policy*, *Conflict of Interest Policy* and *Privacy Policy*.
63. Synchro Swim Ontario Employees may be subject to disciplinary action should their conduct so warrant.
64. Disciplinary action will be progressive and may include, but is not limited to:
- 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 person's file, and therefore the matter is closed when the constructive two-way discussion has been finalized.
 - Letter of reprimand - when a more serious infraction occurs, or repetitive behavior, the Supervisor will write a letter/email to the person stating the infraction and warning him/her against further misbehavior. A copy of this correspondence will be retained in the employee's personnel file.
 - Suspension - a person 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 person will be permitted to carry on his/her normal duties while the case is being investigated. In some cases, however, 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.
 - Dismissal - dismissal will be used when all other corrective actions have failed or are not applicable.

Unsatisfactory Work Performance or Work-Related Behavior

65. Unsatisfactory work performance or work-related behavior is the failure or refusal to carry out job responsibilities, failure to follow Synchro Swim Ontario rules or failure to abide by Synchro Swim Ontario's *Code of Conduct and Ethics*. The Executive Director will inform employees of acts or omissions which are symptomatic of unsatisfactory work performance or work-related behavior and to discipline if either is not corrected.
66. Gross misconduct includes the following: theft or dishonesty; gross insubordination, willful destruction of club property; falsification of records; acts of moral turpitude; reporting for duty under the influence of intoxicants; the illegal use, manufacturing, possessing, distributing, purchasing and dispensing of controlled substances or alcohol; disorderly conduct; provoking a fight; and other similar acts involving intolerable behavior by an employee. 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.
67. When disciplining an Employee, Synchro Swim Ontario will consider the nature of the unsatisfactory work performance or work-related behavior, the past record of the Employee and appropriate penalties. Therefore, as a general rule, disciplinary action for unsatisfactory work performance or work-related behavior 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 behavior and the necessary corrective action to be taken. If an Employee fails to attain a satisfactory level of work performance or work-related behavior despite such warning, disciplinary action up to and including termination of employment may be



implemented. Copies of all written warning and other disciplinary actions will be placed in the Employee's personnel file.

Termination

68. No notice, or pay in lieu of notice, is required by either Synchro Swim Ontario or the Employee to terminate the employment relationship during the first three (3) month probationary period for new Employees.
69. Employees will provide notice of their intention to leave the employment of Synchro Swim Ontario in accordance with the Ontario *Employment Standards Act*.
70. Synchro Swim Ontario 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. Willful misconduct, which is detrimental to Synchro Swim Ontario
 - b. Failure to adhere to policies of Synchro Swim Ontario
 - c. Gross failure to perform their employment duties
 - d. Theft and criminal behavior
 - e. Unauthorized release of confidential information
 - f. Destruction of Synchro Swim Ontario's property
 - g. Insubordination
 - h. Recurring absence without notice
 - i. Dishonesty
 - j. Fighting or provoking a fight on Synchro Swim Ontario premises
 - k. Actions that bring Synchro Swim Ontario into disrepute
 - l. Working for another employer while on leave of absence without written consent of Synchro Swim Ontario
 - m. Possession, use, sale, purchase, or distribution on Synchro Swim Ontario'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 Synchro Swim Ontario's Board of Directors or outlined in the Employment Agreement.
71. Synchro Swim Ontario will provide Employees notice, or pay in lieu of notice, of their intention to terminate the Employee's employment with Synchro Swim Ontario without cause in accordance with the Ontario *Employment Standards Act*, unless otherwise agreed in the Employee's Employment Agreement.
72. The Board of Directors, based on the recommendation and detailed presentation of facts as deemed necessary by the HR Committee regarding any case in question, will have final authority for termination of any/all Employees.