



Human Resources Policy

Date Approved	Date of Last Review	Date of Last Revision
August 20, 2020	August 20, 2020	August 20, 2020

Definitions

1. The following terms have these meanings in this Policy:

- a) *“Employees”* – Individuals employed by Racquetball Ontario on a full-time, part-time, or term basis. Employees do not include contractors, Directors and Officers of Racquetball 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 vacation, 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 vacation 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) are paid as per their *Employment Agreement*;
- e) *“Lead Supervisor”* – the individual responsible for the supervision of all staff members and Employees of Racquetball Ontario, who is either the President or Executive Director or that individual’s designate.

Purpose

- 2. Racquetball Ontario employs staff, as necessary, to manage the daily tasks required of a national sport organization. Racquetball Ontario’s 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 and the Ontario *Employment Standards Code* will govern the terms and conditions of employment with Racquetball Ontario.

Legal Requirements

- 3. Racquetball Ontario is subject to the statutory requirements of Ontario’s *Employment Standards Code* and therefore will comply with its requirements in dealings with Employees.

Application of this Policy

4. This Policy applies to Racquetball Ontario's Full-Time Employees, Part-Time Employees, and Term Employees.
5. Racquetball 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 Ontario's *Employment Standards Code*.
6. This Policy will not apply to independent contractors, private consultants, or interns/co-op placement students. These individuals are not considered employees of Organization staff. In all instances where these individuals are contracted by Racquetball Ontario, a written and signed *Contractor Agreement* will be prepared that outlines the duties, limitations, and payment schedule for the individual.

Employer-Employee Relationship

7. Racquetball Ontario recognizes the critical importance of its Employees to achieving its strategic objectives. Accordingly, Racquetball 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.
8. Racquetball Ontario expects its Employees to:
 - a) Apply and adhere to Racquetball Ontario's policies and organizational values;
 - b) Use their best efforts to advance the interests of Racquetball 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 Racquetball Ontario with any changes to the Employee's name, address, phone number, and other personal information that Racquetball Ontario is required to maintain.

Employment Agreement

- 9. Employees will enter into an employment agreement with Racquetball Ontario.
- 10. If the Employee continues to be employed by Racquetball 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 Racquetball Ontario.
- 11. 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

- 12. 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*.
- 13. The Employee's probationary period may be adjusted or extended, in writing, according to any absences by the Employee during the probationary period.
- 14. The purpose of this probationary period is to provide an opportunity for both the Employee and Racquetball Ontario to evaluate their working relationship.
- 15. An employee who transfers within Racquetball Ontario to a new position will have a probationary period of three months in the new position. During this probationary period Racquetball Ontario may, at its sole discretion and for any reason, require the employee to return to his or her previous position without notice and without compensation.
- 16. At the end of the probationary period, a formal work performance evaluation will be conducted. An Employee whose service is determined to be satisfactory during the probationary period may continue in employment, subject to the availability of funds, the continued existence of the position, and continued satisfactory work performance.

Lead Supervisor

- 17. If the Lead Supervisor is an Employee (such as an Executive Director), the Lead Supervisor's attendance, work hours, supervision, job performance, vacation, leave, salary and benefits, professional development, and discipline will be overseen by the Board of Directors, or a designate. The Lead Supervisor reports to the Board.

Attendance, Work Hours, and Supervision

18. The Lead Supervisor (or designate) will supervise the performance of all Employees on behalf of Racquetball Ontario's Board of Directors.
19. Employees will work out of a home-based offices unless another arrangement has been agreed to by the President 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 Racquetball Ontario's head office or if the Employee changes residence.
20. Employees will work normal office hours, as determined by the Lead Supervisor. Part-time or temporary Employees may work modified office hours, as determined by the Lead Supervisor. Due to the nature of Racquetball Ontario as primarily a volunteer-run organization, Employees' hours of work may be flexible to accommodate some evening or weekend work.

Overtime hours may be worked by an Employee with the approval of the Lead Supervisor. Overtime hours will be compensated by granting the Employee time off in lieu at a rate of time-and-a-half for each hour of overtime worked. Hours worked by the Employee, excluding Management, in excess of eight (8) hours per day or forty-four (44) hours in a single week will constitute overtime work.

Where travel is required to attend meetings, competitions or the like overtime will be calculated to a maximum of 4 hours per day.

21. Employees will attend all staff meetings, Board meetings, and other meetings when requested to do by the Lead Supervisor, unless the Employee's absence has been approved by the Lead Supervisor.

Job Responsibilities, Performance, and Review

22. 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 Board of Directors or Lead Supervisor, to reflect changing priorities, workload, and personnel requirements.
23. The performance of each Employee will be reviewed annually by the Lead Supervisor. The purpose of this review will be to assess the Employee's commitment to Racquetball 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.
24. If an Employee's performance is below a satisfactory level, the Lead Supervisor 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.
25. For all Employees, a base salary review will be done by the Lead Supervisor. Annual cost of living increases will not occur. The Board will review the inflation rate and from time to time adjust the salary range for each position.

Vacation and Holidays

26. Vacation entitlements will accrue in accordance with Ontario's *Employment Standards Code*, unless stated otherwise in the Employee's *Employment Agreement*.
27. When a statutory holiday falls within an Employee's vacation, the Employee will be granted an additional day of vacation.
28. All vacations will be approved in advance by the Lead Supervisor. The Lead Supervisor 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 Lead Supervisor, in writing, no later than two months prior to the requested vacation date.
29. Employees who have worked less than one full employment year will be entitled to vacation time on a pro-rated basis.
30. Employees are entitled to time off on public holidays recognized by Ontario's *Employment Standards Code*.

Leave

31. 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.
32. 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 supervisor by 8:45am. All Full-Time and Part-Time Employees are entitled to four (4) days paid sick leave (this allotment exceeds the minimum entitlements in the Code). 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.
33. At the discretion of Racquetball Ontario, a doctor's letter may be required to substantiate the need for sick leave.
34. Excessive absenteeism affects an Employee's ability to maintain quality/quantity standards of work. Racquetball 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.
35. Employees will periodically be required to schedule medical appointments. Employees are required to schedule appointments where possible which least effects the amount of lost time. Part-Time Employees are required, where possible, to schedule appointments outside of their scheduled hours of work.
36. Bereavement leave, maternity leave, and parental leave will be in accordance with Ontario's *Employment Standards Code*.
37. Employees required to serve on a Jury or as a Crown Witness are entitled to leave without pay.

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

Salary and Benefits

39. The following sections endeavour to incorporate current benefits as offered by Racquetball Ontario's Insurance Plan (if any). If any of the following sections do not comply with the benefits as offered by Racquetball Ontario's Insurance Plan, the benefits offered by Racquetball Ontario's Insurance Plan shall be substituted instead.

Salary

40. The salary of each Employee will consist of a base salary and may include performance incentives.
41. Salary will be paid bi-monthly, on the 15th and last day of each month, unless payday falls on weekends or statutory holidays, in which case the payday will be moved to the last working day before the holiday.
42. Salary shall be subject to benefit deductions, statutory deductions, and withholdings for Canadian Pension and Employment Insurance.
43. Payment will be made either by cheque or by direct payment to the employee's bank account. Payment covers the pay period up to and including payday. If an employee takes his or her vacation during a payday, he or she may request an advance of the bi-monthly pay to be received on the payday preceding the vacation. To receive an advance in this manner, the supervisor must inform the payroll department six (6) working days before the payday when the advance is to be made.
44. 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.
45. Starting salaries, salary increases, and performance incentives (if any) will be reviewed and approved by the Board of Directors. In carrying out this review, the Board of Directors will have regard to salaries paid by comparable organizations.

Expense Compensation

46. Employees will be compensated for any costs and expenses incurred while traveling on Organization business, or while performing duties in accordance with their job description, pursuant to terms outlined by their *Employment Agreement* and Racquetball Ontario's *Financial Policy*.

Professional Development

47. Racquetball Ontario will budget for staff training and development according to the resources available each year. Employees should consult with the President to identify suitable professional

development opportunities. At the discretion of the President and based upon a written request from an Employee, Racquetball Ontario may cover all or part of the Employee's costs to participate in educational courses, seminars, workshops, or other professional development activities.

48. Racquetball Ontario will support individual educational activities that:

- a) Have immediate application to the employee's job;
- b) Have future application to the employee's job; and
- c) Have no immediate application to the employee's job but prepares the employee to assume additional duties or acquire qualifications for advancement within Racquetball Ontario.

49. Proof of successful completion, passing grade, or required attendance is necessary to any reimbursement. A registration fee is considered part of the associated cost; however, no reimbursement will be made until successful completion of the course.

50. When possible, courses shall be scheduled during an individual's personal time so as not to conflict with her/his scheduled hours of work. Courses may be scheduled during scheduled hours of work at the discretion of the President.

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

Cellphones

52. 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.

53. Employees will not be disciplined for failing to answer a call while they were operating a motor vehicle.

54. Racquetball Ontario will not be held responsible for any violations or accidents caused by the contravention of the **Cellphones** section of this Policy.

Other Employment

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

Personal Belongings

56. Racquetball Ontario assumes neither responsibility nor liability for any personal or office articles lost or stolen, regardless of circumstances. At Racquetball 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

57. Employees will comply with this Policy, the terms of their *Employment Agreement*, and all other Organization policies relating to conduct including, but not limited to, Racquetball Ontario's *Confidentiality Policy*, *Conflict of Interest Policy*, *Privacy Policy*, *Social Media Policy*, and *Code of Conduct and Ethics*.
58. Racquetball Ontario's Employees may be subject to disciplinary action should their conduct so warrant.
59. Disciplinary action will be progressive and may include, but is not limited to:
- a) Verbal reprimand - a verbal reprimand may be given by the supervisor in private for minor offences. Such a reprimand will not become a part of the Employee's file, and the matter will be closed when the constructive two-way discussion has been finalized;
 - b) Letter of reprimand - when a more serious infraction occurs, or repetitive behaviour, the supervisor will write a letter to the Employee stating the infraction and warning him or her against further misbehaviour. A copy of this letter will be kept in the Employee's personnel file;
 - c) Suspension – an Employee may be suspended (with or without pay) for a period of three (3) to ten (10) working days, depending on the seriousness of the offence. Normally, the Employee will be permitted to carry on his or her normal duties while the case is being investigated. But in some cases it may be necessary to bar the person from the premises until the case has been investigated. In such an instance, the Employee will be notified in writing;
 - d) Dismissal - dismissal will be used only when all other corrective actions have failed or are not applicable.

Unsatisfactory Work Performance or Work-Related Behaviour

60. Unsatisfactory work performance or work-related behaviour is the failure or refusal to carry out job responsibilities, failure to follow Racquetball Ontario's rules or policies. The Board will inform Employees of acts or omissions which are symptomatic of unsatisfactory work performance or work-related behaviour and of the applicable discipline if either is not corrected.
61. 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.
62. Gross misconduct includes the following:
- a) Theft or dishonesty;

- b) Gross insubordination;
- c) Wilful destruction of club property;
- d) Falsification of records;
- e) Acts of moral turpitude;
- f) Reporting for duty under the influence of intoxicants;
- g) Illegal use, manufacturing, possessing, distributing, purchasing and dispensing of controlled substances or alcohol;
- h) Disorderly conduct;
- i) Provoking a fight;
- j) Other similar acts involving intolerable behaviour by an employee.

63. When disciplining an Employee, Racquetball Ontario will consider the nature of the unsatisfactory work performance or work-related behaviour, the past record of the Employee and appropriate penalties. Therefore, as a general rule, disciplinary action for unsatisfactory work performance or work-related behaviour will begin with an oral or written warning and may be followed by additional written warnings. Written warnings will be presented to the Employee and will describe the unsatisfactory work performance or work-related behaviour and the necessary corrective action to be taken. If an Employee fails to attain a satisfactory level of work performance or work-related behaviour despite such warning, disciplinary action up to and including termination of employment may be implemented. Copies of all written warnings and other disciplinary actions will be placed in the Employee's personnel file.

Termination

- 64. No notice, or pay in lieu of notice, is required by either Racquetball Ontario or the Employee to terminate the employment relationship during the first three (3) month probationary period for new Employees.
- 65. Employees will provide notice of their intention to leave the employment of Racquetball Ontario in accordance with Ontario's *Employment Standards Code*.
- 66. Racquetball Ontario may terminate the employment of any Employee for cause at any time, without notice or pay in lieu of notice.
- 67. Racquetball Ontario will provide Employees notice, or pay in lieu of notice, of their intention to terminate the Employee's employment with Racquetball Ontario without cause in accordance with Ontario's *Employment Standards Code*, unless otherwise agreed in the Employee's *Employment Agreement*.
- 68. The Board will have authority for termination of all Employees.

Grievance Procedure

69. An Employee who is dissatisfied with any procedures or treatment, or who notices instances of the wrongdoing in the workplace, should consider taking the matter up with his or her supervisor. If the matter is not resolved at this level, or if the Employee does not want to consult with his or her supervisor, the Employee may use Racquetball Ontario's *Whistleblower Policy* and/or may contact Racquetball Ontario's Board of Directors.
70. Employees may not advocate personal issues with any Director without the consent of the Lead Supervisor; unless the personal issues are directly connected to the conduct or behaviour of the Lead Supervisor.

VOLUNTEER AGREEMENT TEMPLATE

First Name: _____

Last Name: _____

Address: _____

City / Postal Code: _____

Cell Phone: _____

Alt Phone: _____

Birth Date (M/D/Y): _____

Email Address: _____

Gender Identity: _____

Other Information: _____

The Volunteer and Racquetball Ontario have agreed to enter into a volunteer relationship and wish to reflect the terms of their agreement in writing.

THIS VOLUNTEER AGREEMENT CONFIRMS that the Parties have mutually agreed as follows:

Volunteer

1. The Parties agree and acknowledge that the relationship intended by this description of expectations is NOT a legally binding agreement or employment relationship.

Screening

2. Upon the request of Racquetball Ontario, the Volunteer agrees to obtain, submit, and renew materials required by Racquetball Ontario's *Screening Policy* including, if applicable, a criminal records check. Failure to participate in the screening process will result in ineligibility to volunteer with Racquetball Ontario.

Responsibilities of the Volunteer

3. The Volunteer will:
 - a) Comply with the Bylaws, policies, procedures, rules and regulations of Racquetball Ontario, including complying with any contracts or agreements executed with or by Racquetball Ontario;
 - b) Devote his or her full time and attention during volunteer hours to the business and interests of Racquetball Ontario;
 - c) Complete the duties attached as Appendix A, if any;
 - d) Comply with expected standards of ethical conduct while volunteering with Racquetball Ontario which are listed in the *Code of Conduct and Ethics* and include the following:
 - i. Demonstrate through words and actions the spirit of respect and leadership;

- ii. Treat others with respect and refrain from negative or disparaging remarks or conduct;
- iii. Avoid and reject the non-medical use of illegal or banned drugs or methods;
- iv. Refrain from any behaviour that constitutes harassment, where harassment is defined as comment or conduct directed towards an individual or group, which is offensive, abusive, racist, sexist, degrading or malicious;
- v. Refrain from any behaviour that constitutes sexual harassment, where sexual harassment is defined as unwelcome sexual advances or conduct of a sexual nature;
- vi. Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities;
- vii. Adhere to all Federal, Provincial, Municipal or host country laws.

Expenses

- 4. Upon the approval of Racquetball Ontario, Racquetball Ontario will reimburse the Volunteer reasonable out-of-pocket expenses properly incurred in the course of volunteering for Racquetball Ontario payable in accordance with Racquetball Ontario's established procedures and approved rates upon the Volunteer submitting an expense claim and applicable receipts.

Confidential Information

- 5. Confidential Information includes, but is not limited to, software, know-how, trade secrets, technical personal information, and business information relating to Racquetball Ontario's plans, development models, inventions, products, services, finances, customers, members, marketing, future business and sponsorship plans and any other information which is identified as confidential by Racquetball Ontario. It also includes third party information which is received by Racquetball Ontario in confidence, including information received from clients, customers, potential business partners, sponsors, buyers and others.
- 6. The Volunteer agrees:
 - a) Not to publish, communicate, divulge or disclose to any unauthorized third party or parties any Confidential Information, without the prior written consent of Racquetball Ontario;
 - b) Not to allow other persons or third parties access to the Confidential Information;
 - c) To comply with privacy legislation;
 - d) To use Confidential Information solely as may be required in connection with the Volunteer's responsibilities to Racquetball Ontario.

Image Release

7. The Volunteer authorizes Racquetball Ontario to photograph and/or record his or her image and/or voice and to use this material to promote Racquetball Ontario through the media of newsletters, websites, television, film, radio, print and/or display form. The Volunteer further consents that the materials and copyright will remain the sole property of Racquetball Ontario.

Intellectual Property

8. Copyright and any other intellectual property rights in all written material (including material in electronic format), software, databases, brands and other works produced by the Volunteer will be owned solely by Racquetball Ontario, who will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes. Upon the request of Racquetball Ontario or termination of this Agreement, the Volunteer will return all Confidential Information and propriety information received in written or tangible form, including copies, or reproductions or other media, immediately of such request.

Term and Termination

9. This Agreement will start on _____ will terminate on _____ unless terminated earlier in accordance with this Agreement. There will be no automatic renewal of this Agreement. Volunteers wishing to continue volunteering must re-apply and execute a new agreement.
10. Either Party may terminate this Agreement immediately upon providing the other Party with written notice of their intention to terminate this Agreement, which will terminate accordingly.

Assignment

11. The Volunteer will not assign, either directly or indirectly, any obligation or entitlement that it has under this Agreement without express written consent of Racquetball Ontario.

General

12. The Volunteer hereby agrees to abide by the terms and conditions outlined in this Agreement. To evidence their agreement, the Volunteer has signed this Agreement.

Volunteer

Print Name

Date (M/D/Y)

Signature

