Definitions

- 1. The following terms have these meanings in this Policy:
 - a) "Employees" Individuals employed by Ringette Canada on a full-time, part-time, or term basis. Employees do not include contractors, directors and officers of Ringette Canada, interns, officials, volunteers, or volunteer coaches
 - b) "Full-Time Employees" Employees who work a minimum thirty (30) 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 thirty (30) hour work week, who receive 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-to-six percent (4%-6%) vacation pay and leave benefits, and who do not receive health or pension benefits as defined in their Employment Agreement

Purpose

2. Ringette Canada employs staff, as necessary, to manage the daily tasks required of a national sport organization. Ringette Canada 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 Act will govern the terms and conditions of employment with Ringette Canada.

Legal Requirements

3. Ringette Canada 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

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

Employer-Employee Relationship

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

Employment Agreement

- 10. Employees will enter into an employment agreement with Ringette Canada.
- 11. If the Employee continues to be employed by Ringette Canada 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 Ringette Canada.
- 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 Ringette Canada to evaluate their working relationship.
- 16. An employee who transfers within Ringette Canada to a new position will have a probationary period of three months in the new position. During this probationary period Ringette Canada 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.
- 17. 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

- 18. The President will supervise the performance of the Executive Director and the Executive Director will supervise the performance of all other Employees on behalf of Ringette Canada's Board of Directors.
- 19. Employees will work out of Ringette Canada's head office unless another arrangement has been agreed to by the President or 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 Ringette Canada head office or if the Employee changes residence.

- 20. Employees will work normal office hours, as determined by Ringette Canada's Board of Directors. Part-time or temporary Employees may work modified office hours, as determined by Ringette Canada's President or Executive Director. Due to the nature of Ringette Canada as primarily a volunteer-run organization, Employees' hours of work may be flexible to accommodate some evening or weekend work.
- 21. Overtime hours may be worked by an Employee with the approval of the President or Executive Director. 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 Directors, in excess of eight (8) hours per day or forty-four (44) hours in a single week will constitute overtime work.
- 22. If an Employee cannot be at work at the normal time, he or she will notify his or her supervisor 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 by the President or Executive Director, unless the Employee's absence has been approved by the President or 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 Board of Directors, President or Executive Director, to reflect changing priorities, workload, and personnel requirements.
- 25. The performance of each Employee will be reviewed annually by the President or Executive Director. The purpose of this review will be to assess the Employee's commitment to Ringette Canada'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 President or 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.
- 27. Reviews of the Executive Director's base salary will be done by Ringette Canada's Board of Directors (or designate). For all other Employees, a base salary review will be done by the Executive Director. Automatic 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

28. Vacation entitlements will accrue in accordance with the Ontario Employment Standards Act, unless stated otherwise in the Employee's Employment Agreement. No Employee will carry over more than ten (10) vacation days, without preapproval of the Executive Director. The following table will act as a guide with respect to vacation entitlements:

Year of Service	Accrued Vacation Days
Less than I Year	10 vacation days
More than I Year but less than 10 Years	15 vacation days
More than 10 Years and less than 15 Years	20 vacation days
More than 15 Years	25 vacation days

- 29. All vacations will be approved in advance by the President or Executive Director. The President or 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 President or Executive Director, in writing, no later than two months 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 during the first four (4) years of employment and six percent (6%) in the fifth and subsequent years of employment, 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 pro-rated basis.
- 32. Employees are entitled to the paid public holidays recognized by the Ontario Employment Standards Act and three additional days as follows:
 - a) New Year's Day
 - b) Ontario Family Day
 - c) Good Friday
 - d) Easter Monday
 - e) Victoria Day
 - f) Canada Day
 - g) Civic Day (Ontario or Quebec)
 - h) Labour Day
 - i) Thanksgiving Day
 - j) Remembrance Day
 - k) Christmas Day
 - I) Boxing Day
- 33. An Employee is eligible for paid public holidays if the Employee has worked for Ringette Canada 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.

- 34. Scheduled closed days between Christmas and New Years are paid for full-time employees only and are not considered part of an employee's vacation or compensatory time. Other staff members are not included and therefore will not get paid during this office closure.
- 35. If a Statutory Holiday falls on a Saturday or Sunday, the Executive Director will designate either the preceding Friday or the following Monday as the Statutory Holiday. If a Statutory Holiday falls on both Saturday and Sunday (e.g. Christmas and Boxing Day), the Executive Director will designate either the preceding Thursday/Friday or the following Monday/Tuesday as the Statutory Holiday.
- 36. Employees will be paid for any of the above Statutory Holidays that fall during their period of employment with Ringette Canada.
- 37. Employees will not be paid for the Statutory Holidays if they are on an unpaid leave of absence, unless they work the day before or the day after the Statutory Holiday.
- 38. Statutory or approved Holidays which fall during an employee's vacation may be added to the end/beginning of the vacation period or may be credited to be taken at a later date with the approval of the Executive Director. Non-statutory religious holidays, which may be granted, will be taken without pay.
- 39. It is recognized that not all employees of Ringette Canada observe the Christian Holiday calendar, reflected above. In recognition of this, and in respect of Ringette Canada's policy recognizing religious preference, Ringette 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 twelve (12).

Leave

- 40. 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.
 - 41. Paid sick/personal leave is available to Full-Time and Part-Time Employees after their probationary period has been successfully completed. A daily absence should be reported to the supervisor by 8:45am. All Full-Time and Part-Time Employees are entitled to six (6) days fiscal sick/personal leave. Full-Time and Part-Time Employees are not eligible to accumulate sick/personal leave and must be legitimately ill before sick leave will be granted. Sick/personal leave days will NOT be accumulated, carried over, or paid out upon termination.
- 42. At the discretion of Ringette Canada, a doctor's letter may be required to substantiate the need for sick leave.
- 43. Excessive absenteeism affects an Employee's ability to maintain quality/quantity standards of work. Ringette Canada reserves the right to deduct from the Employee's salary any sick leave taken in excess of six (6) working days per fiscal year.
- 44. 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.

- 45. Full-time Employees may be entitled to up to three (3) days of paid leave for bereavement or compassionate purposes.
- 46. Maternity leave and parental leave will be in accordance with the Ontario Employment Standards Act.
- 47. Employees required to serve on a Jury or as a Crown Witness shall be released to serve. The employee shall be paid by Ringette Canada during the time absent from the workplace. Employees shall not be expected to return to Ringette Canada any stipend received for such appearances.
- 48. The employee shall be released but not paid for court appearances originating from any personal or commercial dealings or business enterprises.
- 49. Leaves of absence must be approved by the Executive Director in writing. Leaves of absence by the Executive Director must be approved by the President in writing Extending approved leaves of absence without notification to Ringette Canada may result in termination of the Employee.

Salary and Benefits

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

<u>Salary</u>

- 51. The salary of each Ringette Canada Employee will consist of a base salary and may include performance incentives.
- 52. Salary will be paid bi-weekly, unless payday falls on a statutory holiday, in which case the payday will be moved to the previous business day.
- 53. Salary shall be subject to benefit deductions, statutory deductions, and withholdings for Canadian Pension and Employment Insurance.
- 54. Payment will be made by direct payment to the employee's bank account. Payment covers the pay period up to and including payday.
- 55. 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.
- 56. Any changes to salary bands will be reported to the Human Resource Committee.

RRSP Contributions

- 57. Full-Time and Part-Time Employees working in their first year of employment with Ringette Canada will receive RRSP contributions at a rate of 3% of their annual salary.
- 58. Full-Time and Part-Time Employees working in their 2nd to 4th year of employment with Ringette Canada will receive RRSP contributions at a rate of 4% of their annual salary.
- 59. Full-Time and Part-Time Employees working in their 5th year and beyond of employment with Ringette Canada will receive RRSP contributions at a rate of 5% of their annual salary.

<u>Benefits</u>

- 60. 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 Ringette Canada. Under certain circumstances, the waiting period may be waived upon special request to the Insurer.
- 61. The cost of Ringette Canada's Insurance Plan for Full-Time and Part-Time Employees and their dependents will be paid for by Ringette Canada. The Insurance Plan offers the following coverage:
 - a) Life Insurance
 - b) Accidental Death and Dismemberment
 - C) Dependant 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)
- 62. 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 Ringette Canada pay salary in lieu of premiums where coverage is obtained through a spouse's plan.
- 63. Under current Income Tax Regulations, the payment of Provincial Health Care Premiums by Ringette Canada constitutes a taxable benefit to the Employee. This benefit will be added to regular earning on the Employee's T-4 at year end.
- 64. Term Employees are not entitled to health benefits.
- 65. 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.

Pregnancy/Parental Leave

66. 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, Ringette Canada must receive such a request in writing.

Expense Compensation

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

Professional Development

68. Ringette Canada 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, Ringette Canada may cover all or part of the Employee's costs to participate in educational courses, seminars, workshops, or other professional development activities.

- 69. Ringette Canada 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 the Ringette Canada.
- 70. 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.
- 71. 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 Executive Director.
- 72. Employees must pay all tuition fees at the time of enrolment.

Cellphones

- 73. While operating a motor vehicle and unless using a Bluetooth or 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
- 74. Employees will not be disciplined for failing to answer a call while they were operating a motor vehicle.
- 75. Ringette Canada will not be held responsible for any fines, violations or accidents caused by the contravention of the **Cellphones** section of this Policy.

Other Employment

76. Employees may accept outside employment provided the employment does not diminish the Employee's ability to perform work for Ringette Canada, the employment does not represent a conflict as specified within the Ringette Canada Conflict of Interest Policy, and the Executive Director is notified in advance of the Employee's intention to accept outside employment and gives written approval.

Personal Belongings

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

Conduct and Discipline

- 78. Employees will comply with this Policy, the terms of their *Employment Agreement*, and all other Ringette Canada policies relating to conduct including, but not limited to, Ringette Canada's *Confidentiality Policy, Conflict of Interest Policy, Privacy Policy, Social Media Use Policy, and Code of Conduct and Ethics.*
- 79. Ringette Canada Employees may be subject to disciplinary action should their conduct so warrant.

- 80. Disciplinary action will be progressive and may include, but is not limited to:
 - a) <u>Verbal reprimand</u> 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) <u>Letter of reprimand</u> 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) <u>Suspension</u> 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) <u>Dismissal</u> dismissal will be used only when all other corrective actions have failed or are not applicable.

Unsatisfactory Work Performance or Work-Related Behaviour

- 81. Unsatisfactory work performance or work-related behaviour is the failure or refusal to carry out job responsibilities, failure to follow Ringette Canada rules or policies. The Board of Directors 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.
- 82. 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.
- 83. 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
- 84. When disciplining an Employee, Ringette Canada 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 warning and other disciplinary actions will be placed in the Employee's personnel file.

Termination

- 85. No notice, or pay in lieu of notice, is required by either Ringette Canada or the Employee to terminate the employment relationship during the first three (3) month probationary period for new Employees.
- 86. Employees will provide notice of their intention to leave the employment of Ringette Canada in accordance with the Ontario Employment Standards Act.
- 87. Ringette Canada 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) Wilful misconduct which is detrimental to Ringette Canada
 - b) Failure to adhere to policies of Ringette Canada
 - c) Gross failure to perform their employment duties
 - d) Theft and criminal behaviour
 - e) Unauthorized release of confidential information
 - f) Destruction of Ringette Canada's property
 - g) Insubordination
 - h) Recurring absence without notice
 - i) Dishonesty
 - j) Fighting or provoking a fight on Ringette Canada premises
 - k) Actions that bring Ringette Canada into disrepute
 - I) Working for another employer while on leave of absence without written consent of Ringette Canada
 - m) Possession, use, sale, purchase, or distribution on Ringette Canada'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 Ringette Canada's Board of Directors or outlined in the Employment Agreement
- 88. Ringette Canada will provide Employees notice, or pay in lieu of notice, of their intention to terminate the Employee's employment with Ringette Canada without cause in accordance with the *Ontario Employment Standards Act*, unless otherwise agreed in the Employee's *Employment Agreement*.
- 89. The Board of Directors will have authority for termination of all Employees.

Grievance Procedure

- 90. An employee who is dissatisfied with any procedures or treatment should first take the matter up with his or her supervisor. If the matter is not resolved at this level, the employee may contact the Executive Director or Ringette Canada's Board of Directors.
- 91. Employees may not advocate personal issues with any individual member of the Board of Directors without the consent of the Executive Director; unless the personal issues are directly connected to the conduct or behaviour of the Executive Director.

This Policy is subject to review at least once every three years **Date of last review: September 2015**

The publication of Ringette Canada policies will be in the English and French languages. In the case of conflicting interpretations, the English version will prevail.