

ATHLETICS ALBERTA Human Resources Policy

Definitions

1. The following terms have these meanings in this Policy:
 - a) “*Employees*” – Individuals employed by Athletics Alberta on a full-time, part-time, or term basis. Employees do not include contractors, Directors and Officers of Athletics Alberta, 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-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. Athletics Alberta employs staff, as necessary, to manage the daily tasks required of a provincial sport organization. Athletics Alberta’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 Alberta *Employment Standards Code* will govern the terms and conditions of employment with Athletics Alberta.

Legal Requirements

3. Athletics Alberta is subject to the statutory requirements of the Alberta *Employment Standards Code* and therefore will comply with its requirements in dealings with Employees.

Application of this Policy

4. This Policy applies to Athletics Alberta’s Full-Time Employees, Part-Time Employees, and Term Employees.
5. Athletics Alberta 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 Alberta *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 Athletics Alberta staff. In all instances where these individuals are contracted by Athletics Alberta, a written and signed *Contractor Agreement* will be prepared that outlines the duties, limitations, and payment schedule for the individual.

Employer-Employee Relationship

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

Employment Agreement

10. Employees will enter into an employment agreement with Athletics Alberta.
11. If the Employee continues to be employed by Athletics Alberta after the expiration of his or her *Employment Agreement*, the Employee's immediate last *Employment Agreement* will remain in effect until both the Employee and Athletics Alberta have signed an acceptable Employment Agreement.
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 Athletics Alberta to evaluate their working relationship.
16. An employee who transfers within Athletics Alberta to a new position will have a probationary period of three months in the new position. During this probationary period Athletics Alberta 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. 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 (or designate) will supervise the performance of all Employees on behalf of Athletics Alberta's Board of Directors.
19. Employees will work out of Athletics Alberta's head office unless other arrangements have been agreed to by the Executive Director or 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 Athletics Alberta's head office or if the Employee changes residence.
20. Employees will work normal office hours, as determined by Athletics Alberta's Board of Directors. Part-time or temporary Employees may work modified office hours, as determined by Athletics Alberta's President. Due to the nature of Athletics Alberta 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, unless a separate overtime agreement has been signed by Athletics Alberta and the Employee. 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.
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, unless the President has approved the Employee's absence.

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 or President, to reflect changing priorities, workload, and personnel requirements.
25. The performance of each Employee will be reviewed annually by the Executive Director. The purpose of this review will be to assess the Employee's commitment to Athletics Alberta'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 (or designate) 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. For all Employees, a base salary review will be executed by the VP Administration and the President (or designate). 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 Alberta *Employment Standards Code*, unless stated otherwise in the Employee's *Employment Agreement*.
29. When a statutory holiday falls within an Employee's vacation, the Employee will be granted an additional day of vacation.
30. 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, for approval.
31. 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.
32. Employees who have worked less than one full employment year will be entitled to vacation time on a pro-rated basis.
33. Employees are entitled to the paid public holidays recognized by the Alberta *Employment Standards Code*.
34. An Employee is eligible for paid public holidays if the Employee has worked for Athletics Alberta 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

35. The following sections endeavour to incorporate current Alberta and Federal legislation. If any of the following sections do not comply with minimum legislative requirements, the minimum legislation shall be substituted instead.
36. Paid sick leave is available to Full-Time and Part-Time Employees after their probationary period has been successfully completed. All Full-Time and Part-Time Employees are entitled to six (6) days fiscal sick leave. Sick leave days will NOT be accumulated, carried over, or paid out upon termination.
37. At the discretion of Athletics Alberta, a doctor's letter may be required to substantiate the need for sick leave.
38. Excessive absenteeism affects an Employee's ability to maintain quality/quantity standards of work. Athletics Alberta reserves the right to deduct from the Employee's salary any sick leave taken in excess of six (6) working days per fiscal year.
39. 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.
40. Full-time Employees may be entitled to up to three (3) days of paid leave for bereavement or compassionate purposes.
41. Maternity leave and parental leave will be in accordance with the Alberta *Employment Standards Code*.

42. Employees required to serve on a Jury or as a Crown Witness are entitled to leave without pay.
43. Leaves of absence must be approved in writing. Extending approved leaves of absence without notification to Athletics Alberta may result in termination of the Employee.

Salary and Benefits (IF APPLICABLE)

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

Salary

45. The salary of each Athletics Alberta Employee will consist of a base salary and may include performance incentives.
46. 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.
47. Salary shall be subject to benefit deductions, statutory deductions, and withholdings for Canadian Pension and Employment Insurance.
48. 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.
49. 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.
50. 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.

RRSP Contributions

51. Full-Time and Part-Time Employees working in their first year of employment with Athletics Alberta will receive RRSP contributions at a rate of 3% of their annual salary.
52. Full-Time Employees after the first year of employment will receive RRSP contributions at a rate of 6% of their annual salary.

Benefits

53. 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* and as offered by the Athletics Alberta insurance provider after three continuous months of employment with Athletics Alberta. Under certain circumstances, the waiting period may be waived upon special request to the Insurer.
54. The cost of Athletics Alberta's Insurance Plan for Full-Time and Part-Time Employees and their dependents will be paid for by Athletics Alberta. The Insurance is outlined by the benefits provider in a separate document: Please refer to the benefits provider documentation for a full explanation of the detailed package.
55. 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 Alberta Health Care Insurance Plan (AHCIP). Under no circumstances will Athletics Alberta pay salary in lieu of premiums where coverage is obtained through a spouse's plan.
56. Under current Income Tax Regulations, the payment of Provincial Health Care Premiums by Athletics Alberta constitutes a taxable benefit to the Employee. This benefit will be added to regular earning on the Employee's T-4 at year-end.
57. Term Employees are not entitled to health benefits.
58. 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 policyholder on an individual basis if an extension is available through the insurer.

Pregnancy/Parental Leave

59. 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, Athletics Alberta must receive such a request in writing.

Expense Compensation

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

Professional Development

61. Athletics Alberta 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, Athletics Alberta may cover all or part of the Employee's costs to participate in educational courses, seminars, workshops, or other professional development activities.
62. Athletics Alberta 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 Athletics Alberta.

63. 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.
64. 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.
65. Employees must pay all tuition fees at the time of enrolment.

Cellphones

66. 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
67. Employees will not be disciplined for failing to answer a call while they were operating a motor vehicle.
68. Athletics Alberta will not be held responsible for any violations or accidents caused by the contravention of the **Cellphones** section of this Policy.

Other Employment

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

Personal Belongings

70. Athletics Alberta assumes neither responsibility nor liability for any personal or office articles lost or stolen, regardless of circumstances. The Athletics Alberta's office will provide employees with a locked cabinet to secure valuables at their own discretion. Valuables can include purses, wallets, and other valuable personal belongings. ~~should be placed in a locked drawer or cabinet.~~

Conduct and Discipline

71. Employees will comply with this Policy, the terms of their *Employment Agreement*, and all other Athletics Alberta policies relating to conduct including, but not limited to, Athletics Alberta's *Confidentiality Policy*, *Conflict of Interest Policy*, *Privacy Policy*, *Social Media Use Policy*, and *Code of Conduct and Ethics*.
72. Athletics Alberta's Employees may be subject to disciplinary action should their conduct so warrant.
73. 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

74. Unsatisfactory work performance or work-related behaviour is the failure or refusal to carry out job responsibilities and/or failure to follow Athletics Alberta'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.

75. 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.

76. 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 inappropriate behaviour by an employee

77. When disciplining an Employee, Athletics Alberta 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

78. No notice, or pay in lieu of notice, is required by either Athletics Alberta or the Employee to terminate the employment relationship during the first three (3) month probationary period for new Employees.

79. Employees will provide notice of their intention to leave the employment of Athletics Alberta in accordance with the Alberta *Employment Standards Code*.

80. Athletics Alberta 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 Athletics Alberta
- b) Failure to adhere to policies of Athletics Alberta
- c) Gross failure to perform their employment duties
- d) Theft and criminal behaviour
- e) Unauthorized release of confidential information
- f) Destruction of Athletics Alberta's property
- g) Insubordination
- h) Recurring absence without notice
- i) Dishonesty
- j) Fighting or provoking a fight on Athletics Alberta premises
- k) Actions that bring Athletics Alberta into disrepute
- l) Working for another employer while on leave of absence without written consent of Athletics Alberta
- m) Possession, use, sale, purchase, or distribution on Athletics Alberta'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 Athletics Alberta's Board of Directors or outlined in the *Employment Agreement*

81. Athletics Alberta will provide Employees notice, or pay in lieu of notice, of their intention to terminate the Employee's employment with Athletics Alberta without cause in accordance with the Alberta *Employment Standards Code* unless otherwise agreed in the Employee's *Employment Agreement*.

82. The Board of Directors will have authority for termination of all Employees.

Grievance Procedure

83. 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 Athletics Alberta's Board of Directors.

84. Employees may not advocate personal issues with any individual member of the Board of Directors without the consent of the President; unless the personal issues are directly connected to the conduct or behaviour of the President.