

BOXING ONTARIO HUMAN RESOURCES POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) “*Employees*” – Individuals employed by Boxing Ontario on a full-time, part-time, or term basis. Employees do not include contractors, directors and officers of Boxing Ontario, interns, officials, volunteers, or volunteer coaches
 - b) “*Full-Time Employees*” – Employees who work a minimum twenty-eight (28) hour work week and may 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 and may 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. Boxing Ontario employs employees, as necessary, to manage the daily tasks required of a provincial sport organization. Boxing 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 and the Ontario *Employment Standards Act* will govern the terms and conditions of employment with Boxing Ontario.

Legal Requirements

3. Boxing 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

4. This Policy applies to Boxing Ontario’s Full-Time Employees, Part-Time Employees, and Term Employees.
5. Boxing 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*.
6. This Policy will not apply to independent contractors, private consultants, or interns/co-op placement students. These individuals are not considered employees of Boxing Ontario. In all instances where these individuals are contracted by Boxing 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. Boxing Ontario recognizes the critical importance of its Employees to achieving its strategic objectives. Accordingly, Boxing 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. Boxing Ontario expects its Employees to:
- a) Apply and adhere to Boxing Ontario's policies and organizational values
 - b) Use their best efforts to advance the interests of Boxing 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 Boxing Ontario with any changes to the Employee's name, address, phone number, and other personal information that Boxing Ontario is required to maintain

Employment Agreement

10. Employees will enter into an employment agreement with Boxing Ontario.
11. If the Employee continues to be employed by Boxing 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 Boxing 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 Boxing Ontario to evaluate their working relationship.
16. An employee who transfers within Boxing Ontario to a new position will have a probationary period of three months in the new position. During this probationary period Boxing 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.
17. At the end of the probationary period, a formal work performance evaluation will be conducted by the Employee's supervisor. 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 Boxing Ontario's Board of Directors.

19. Employees will work out of Boxing Ontario'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 Boxing Ontario head office or if the Employee changes residence.
20. Employees will work normal office hours, as determined by Boxing Ontario's Board of Directors. Part-time or temporary Employees may work modified office hours, as determined by Boxing Ontario's President or Executive Director. Due to the nature of Boxing Ontario 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 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 meeting, 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 Boxing 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 President 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 Boxing Ontario's Board of Directors (or designate). For all other Employees, a base salary review will be done by the Executive Director. 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*.

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 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, in writing, no later than two months prior to the requested vacation date.
31. Term Employees will be paid vacation pay at a rate of four percent (4%).
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 *Ontario Employment Standards Act*.
34. An Employee is eligible for paid public holidays if the Employee has worked for Boxing 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

35. 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.
36. 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 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.
37. At the discretion of Boxing Ontario, 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. Boxing 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.
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 *Ontario Employment Standards Act*.
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 by the Executive Director in writing. Extending approved leaves of absence without notification to Boxing Ontario may result in termination of the Employee.

Salary and Benefits

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

Salary

45. The salary of each Boxing Ontario 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.

Benefits

51. 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 Boxing Ontario. Under certain circumstances, the waiting period may be waived upon special request to the Insurer.
52. The cost of Boxing Ontario's Insurance Plan for Full-Time and Part-Time Employees and their dependents will be paid for by Boxing Ontario. 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)
53. 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 Boxing Ontario pay salary in lieu of premiums where coverage is obtained through a spouse's plan.

54. Under current Income Tax Regulations, the payment of Provincial Health Care Premiums by Boxing 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.
55. Term Employees are not entitled to health benefits.
56. 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

57. 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, Boxing Ontario must receive such a request in writing.

Expense Compensation

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

Professional Development

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

Cellphones

60. 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
61. Employees will not be disciplined for failing to answer a call while they were operating a motor vehicle.
62. Boxing Ontario will not be held responsible for any violations or accidents caused by the contravention of the **Cellphones** section of this Policy.

Other Employment

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

Personal Belongings

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

Conduct and Discipline

65. Employees will comply with this Policy, the terms of their *Employment Agreement*, and all other Boxing Ontario policies relating to conduct including, but not limited to, Boxing Ontario's *Confidentiality Policy*, *Conflict of Interest Policy*, *Privacy Policy*, *Social Media Use Policy*, and *Code of Conduct and Ethics*.
66. Boxing Ontario Employees may be subject to disciplinary action should their conduct so warrant.
67. 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

68. Unsatisfactory work performance or work-related behaviour is the failure or refusal to carry out job responsibilities, failure to follow Boxing Ontario rules or failure to abide by Boxing Ontario's *Code of Conduct and Ethics*. 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.
69. 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.
70. Gross misconduct includes the following:
- a) Theft or dishonesty
 - b) Gross insubordination
 - c) Willful 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

71. When disciplining an Employee, Boxing 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 warning and other disciplinary actions will be placed in the Employee's personnel file.

Termination

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

Grievance Procedure

77. 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 Boxing Ontario's Board of Directors.
78. 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.