

Human Resources Policy

Type: Governance

Policy Number: 43

Authority: Board of Directors

Date Approved: April 2024

Human Resources Policy

Definitions

1. The following terms have these meanings in this Policy:
 - a. “*Employees*” – Individuals employed by the MWPA on a full-time, part-time, or term basis.
 - b. “*Full-Time Employees*” – Employees who work a minimum twenty (20) hour work week, receive an annual salary, health benefits, and vacation, as defined in their *Employment Agreement*.
 - c. “*Part-Time Employees*” – Employees who work less than a twenty (20) hour work week, who received an annual salary, health benefits, and vacation 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, but do not receive health benefits as defined in their *Employment Agreement*.

Purpose

2. The MWPA employs staff, as necessary, to manage the daily tasks required of a not-for-profit sport organization. The MWPA’s Employees must sign and adhere to individual *Employment Agreements*.
3. Except where otherwise noted, or where amended by the provisions of the *Employment Agreement*, this Policy and *The Employment Standards Code* (Manitoba), (the “Code”), will govern the terms and conditions of employment with the MWPA.

Legal Requirements

4. The MWPA is subject to the statutory requirements of the Code and therefore will comply with its requirements in dealings with Employees.
5. If there is any discrepancy between this Policy and the minimum requirements of the Code, then the minimum requirements of the Code will take precedence over this Policy.

Application of this Policy

6. This Policy applies to Full-Time Employees, Part-Time Employees, and Term Employees. Employees do not include Directors of the MWPA, interns, officials, volunteers, or volunteer coaches.
7. This Policy also does not apply to casual or temporary employment situations, including but not limited to: independent contractors, private consultants, summer students, or interns/co-op placement students. These individuals are not considered Employees. In all instances where these individuals are contracted by the MWPA, a written and signed *Contractor Agreement* will be prepared that outlines the duties, limitations, and payment schedule for the individual.

Employer-Employee Relationship

8. The MWPA recognizes the critical importance of its Employees to achieving its strategic objectives. Accordingly, the MWPA 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 MWPA 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. The MWPA expects its Employees to:
 - a. Apply and adhere to the MWPA's policies and MWPA values.
 - b. Use their best efforts to advance the interests of the MWPA.
 - 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.

Employee Screening

10. All Employees are subject to the MWPA Screening Policy.

Employment Agreement

11. Employees will enter into an *Employment Agreement* with the MWPA.
12. If the Employee continues to be employed by the MWPA after the expiration of their *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 the MWPA.
13. 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

14. New Employees will be subject to a six (6) month (or 850 hours) probationary period and may be terminated without notice or pay in lieu of notice, unless otherwise stated in the Employee's *Employment Agreement*.
15. The Employee's probationary period may be adjusted or extended, in writing, according to any absences by the Employee during the probationary period.
16. The purpose of this probationary period is to provide an opportunity for both the Employee and the MWPA to evaluate their working relationship.
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 the Executive Director.
19. The Executive Director will supervise the performance of all other Employees.
20. Employees will work out of the MWPA head office unless another arrangement has been agreed to by the President in writing.
21. An Employee will not be paid a travel allowance or a moving allowance if the Employee is required to travel far distances to the MWPA head office or if the Employee changes residence.
22. The Employee will work regular office hours as determined by the MWPA Board of Directors. Part-time and Term Employees may work modified office hours, as determined by the Executive Director. Due to the nature of the MWPA as a not-for-profit and sporting organization, Employees' hours of work may be flexible to accommodate some evening or weekend work.
23. Overtime hours may be worked by an Employee with the approval of the President. 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, in excess of eight (8) hours per day or forty (40) hours in a single week will constitute overtime work.
24. If an Employee cannot be at work at the normal time, they will notify their supervisor the earliest opportunity with the reasons for, and expected duration of, the absence.

25. Employees will attend all staff meetings, and other meetings when requested, unless the Employee's absence has been approved by their supervisor.
26. The Executive Director will attend all Board Meetings.

Job Responsibilities, Performance, and Review

27. 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 to reflect changing priorities, workload, and personnel requirements.
28. The performance of the Executive Director will be reviewed annually by the President (or designate). The purpose of this review will be to assess the Executive Director's commitment to the MWPA, its organizational values and policies, to provide the Executive Director with feedback on their performance, and to identify their strengths and weaknesses.
29. All other Employees will be reviewed annually by the Executive Director. The purpose of this review will be to assess the Employee's commitment to the MWPA, its organizational values and policies, to provide the Employee with feedback on their performance, and to identify their strengths and weaknesses.
30. If the Executive Director's performance is below a satisfactory level, the President (or designate) will discuss with the Executive Director 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 Executive Director's personnel file. If performance is unsatisfactory and does not improve according to the action plan time frames that have been discussed, the Executive Director's employment may be terminated for cause.
31. For all other Employees, If their performance is below a satisfactory level, the Executive Director will discuss with the Employee the specific problem, the level of performance that is required, the suggested action items to improve performance, and the time frame for achieving the desired level of performance. All discussions regarding performance will be documented and placed in the Employee's personnel file. If performance is unsatisfactory and does not improve according to the action plan time frames that have been discussed, the Employee's employment may be terminated for cause.
32. A base salary review will be done by the President (or designate) annually for all Employees. 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

33. Vacation entitlements will accrue in accordance with the *Code*, unless stated otherwise in the Employee's *Employment Agreement*.
34. When a statutory holiday falls within an Employee's vacation, the Employee will be granted an additional day of vacation.
35. All vacations will be approved in advance by the President. The President 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.

36. 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.
37. Employees who have worked less than one full employment year will be entitled to vacation time on a pro-rated basis.
38. Employees are entitled to the paid public holidays recognized by the *Code*.
39. Employees who consistently work the same number of hours get one regular work day's pay as general holiday pay. For Employees whose hours of work or wages vary, their general holiday pay is calculated at 5% of the gross wages (not including overtime) in the 4 week period immediately before the holiday.

Leave

40. Leaves of absence must be approved in writing. Extending approved leaves of absence without notification to the President may result in termination of the Employee.

Sick Leave

41. It is not mandated by the *Code* to provide paid sick leave. Sport Manitoba does provide 12 days per fiscal year for full-time Employees.
42. If an Employee is sick or injured and unable to perform the duties of their job, they may make application for short term disability. If approved, the waiting period before benefits start is 7 days (5 working days). MWPA will pay Employees full wages for the waiting period from their banked sick time or if none, vacation days.
43. At the discretion of the President, a doctor's letter may be required to substantiate the need for sick leave.

Appointment Leave

44. Employees are required to schedule appointments, where possible, in which least affects the amount of lost time. Part-Time Employees are required, where possible, to schedule appointments outside of their scheduled hours of work.

Bereavement Leave

45. Bereavement leave, maternity leave, and parental leave will be in accordance with the *Code*.

Court Leave

46. Employees required to serve on a jury or who are a witness under subpoena are entitled to leave without pay.

Salary and Benefits

Salary

47. The salary of each Employee will consist of a base salary and may include performance incentives.
48. Sport Manitoba provides a payroll service on a fee-for-service basis. Salary will be paid bi-monthly, on the 15th and last day of each month, unless either falls on a weekend or statutory holidays, in which case the payday will be moved to the last working day prior.
49. Salary shall be subject to benefit deductions, statutory deductions, and withholdings for Canadian Pension and Employment Insurance.
50. Payment will be made by direct payment to the Employee's bank account. Payment covers the pay period up to and including payday.
51. 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.
52. 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

53. Employees that work twenty (20) hours per week or more must participate in the Sport Manitoba Group Insurance Program on a 50/50 employer/employee cost shared basis.
54. An Employee is permitted to opt out of either the Medical or Dental benefits if they are covered under a spousal or other acceptable plan, where proof of said coverage must be provided to the MWPA.
55. Plan details are subject to change. At present coverage includes Group Life Insurance, Weekly Indemnity Benefit, Long Term Disability, Basic AD & D Insurance, Medical and Dental.
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.
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, the MWPA must receive such a request in writing.

Expense Compensation

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

Professional Development

59. The MWPA will budget for Employee training and professional 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, the MWPA may cover all or part of the Employee's costs to participate in educational courses, seminars, workshops, or other professional development activities.
60. The MWPA 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 MWPA.
61. 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.
62. 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.
63. Employees must pay all tuition fees at the time of enrolment.

Other Employment

64. Employees may accept outside employment provided the employment does not diminish the Employee's ability to perform work for the MWPA, the employment does not represent a conflict with the MWPA, and the President is notified in advance of the Employee's intention to accept outside employment and provides written approval.
65. For certainty, employment with a Member Club is a conflict for which written approval shall not be granted.

Personal Belongings

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

Conduct and Discipline

67. Employees will comply with this Policy, the terms of their *Employment Agreement*, and all other MWPA policies relating to conduct including, but not limited to, the MWPA's *Confidentiality Policy*, *Conflict of Interest Policy*, *Privacy Policy*, *Social Media Use Policy*, and *Code of Conduct*.
68. An Employee may be subject to disciplinary action should their conduct so warrant.
69. Disciplinary action will be progressive and may include, but is not limited to:
 - a. Verbal reprimand - a verbal reprimand may be given 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, a letter shall be sent to the Employee stating the infraction and warning them 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 their 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 when all other corrective actions have failed or are not applicable.

Unsatisfactory Work Performance or Work-Related Behaviour

70. Unsatisfactory work performance or work-related behaviour is the failure or refusal to carry out job responsibilities, failure to follow the MWPA'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.
71. 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.
72. 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, possession or distribution of controlled substances
 - h. Disorderly conduct

- i. Provoking a fight
 - j. Other similar acts involving intolerable behaviour by an Employee
73. When disciplining an Employee, the MWPA will consider the nature of the unsatisfactory work performance or work-related behaviour, the past record of the Employee and appropriate penalties. 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

74. No notice, or pay in lieu of notice, is required by either the MWPA or the Employee to terminate the employment relationship during the first six (6) months of probationary period for new Employees.
75. Employees will provide notice of their intention to leave the employment of the MWPA in accordance with the *Code*.
76. The MWPA 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 the MWPA
 - b. Failure to adhere to policies of the MWPA
 - c. Gross failure to perform their employment duties
 - d. Theft
 - e. Being charged with a criminal offence
 - f. Unauthorized release of confidential information
 - g. Destruction of MWPA property
 - h. Insubordination
 - i. Recurring absence without notice
 - j. Dishonesty
 - k. Actions that bring the MWPA into disrepute
 - l. Working for another employer while on leave of absence without written consent of the MWPA
 - m. Possession, use or distribution of any controlled substances

- n. Reporting to work after having ingested illegal drugs
 - o. Other reasons as determined by the Board of Directors or outlined in the *Employment Agreement*
77. The MWPA will provide Employees notice, or pay in lieu of notice, of their intention to terminate the Employee's employment with the MWPA without cause in accordance with the *Code*, unless otherwise agreed in the Employee's *Employment Agreement*.
78. The Board of Directors has authority to terminate all Employees.

Grievance Procedure

79. An Employee who is dissatisfied with any procedures or treatment should first take the matter up with the Executive Director. If the matter cannot be resolved at this level, the employee may contact the Board of Directors.
80. Employees may not advocate personal issues with any individual member of the Board without the consent of the President; unless the personal issues are directly connected to the conduct or behaviour of the President.