



Policy Name EMPLOYEE POLICIES		Policy Category OPERATIONS
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1. PURPOSE

The Field Hockey Canada (FHC) ***Employee Policies*** outline the employment expectations for identified paid positions within the corporation and provide protection to both FHC and the individuals working for it.

2. PRINCIPLES

FHC values the role that employees play within the corporation, bringing expertise and skills necessary to ensure a high standard of operations, program delivery and leadership.

3. APPLICATION

The policy applies to all persons applying for employment or employed by FHC in full-time or part-time roles.

4. DEFINITIONS

Employee – an individual working under a “contract of service” or employment contract with an employer. The agreement sets out the employee’s roles and responsibilities in the employment position, the authority established by the employer, and the compensation package as set by the employer.

5. LEGISLATIVE REQUIREMENTS

FHC adheres to all requirements of the federal and provincial governments pertaining to employees including but not necessarily limited to:

- a. Canadian Income Tax Act
- b. Canada Pension Plan
- c. British Columbia (BC) Employment Standards Act
- d. British Columbia (BC) Workers Compensation Act
- e. Canadian Human Rights Act
- f. Canadian Personal Information Protection and Electronics Documents Act (PIPEDA)

6. EMPLOYEE POLICIES

6.1 Employee Categories

FHC defines four categories of employees that may affect supervision, hours of work, benefits or other employment factors:

- a. Executive Employee (Chief Executive Officer)
- b. Management Employee (High Performance Director, High Performance Manager, Communications Manager and similar positions)
- c. Programming Employee (National Team and Next Generation Coaches)

- d. Administrative Employee (Administrative Assistant and similar positions)

6.2 Supervision and Accountability

6.2.1 Executive Employee Supervision

The Chief Executive Officer (CEO) reports to the Board of Directors through the Chair.

6.2.2 Supervision of Management, Programming and Administrative Employees

The CEO has supervisory responsibility for all Management employees. Programming and Administrative employees will report either to the CEO or a Management employee as may be stated in the employee's contract or as may be directed by the CEO from time to time .

6.2.3 FHC Policies

All employees must adhere to the FHC's Policies including the ***Code of Conduct Policy and the Canadian Universal Code of Conduct to Prevent and Address Maltreatment in Sport (Sections 1 and 2)***.

The FHC ***Code of Conduct Policy*** also applies to employee conduct outside of FHC's business, activities, and events when such conduct adversely affects participants within FHC and is detrimental to the image and reputation of FHC. Such applicability will be determined by FHC at its sole discretion.

6.2.4 Employee Conflict of Interest

All employees must submit an *Annual Conflict of Interest Disclosure Statement in accordance with the Conflict of Interest Policy*.

6.2.5 Employee Use of Email, Website and Social Media

FHC employees are expected to conduct themselves professionally at all times on any email, website or social media platform. Employees must comply with the FHC ***Email, Website and Social Media Policy***.

6.2.6 Ownership of Work Product

FHC owns all work products arising through the work of the employee during the course of the individual's employment with FHC, and as it relates to the employee's position at FHC.

6.2.7 FHC Employee Policies

Every employee shall be provided with a copy of this Policy upon signing their Employment Contract.

6.3 Hiring Practices

6.3.1 Non-Discrimination Commitment

All applicants will be given consideration for an employment position with FHC without regard for race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability or conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered.

6.3.2 International Applicants

Applicants for FHC employment positions who are not Canadian citizens or have permanent residence status must demonstrate eligibility for a Canadian work permit and any required visas.

6.3.3 FHC Employee Screening Requirements

Every individual who is offered an employment position with FHC must comply with the FHC **Screening Policies**, including the satisfactory completion of a Criminal Record Check (CRC) and, if applicable, a Vulnerable Sector Check (VSC), prior to starting their appointment with FHC. The CRC and VSC must be updated every 3 years.

6.3.4 Employment Position Funded in Full or Part by Sport Canada

Employees to be hired for a position funded by Sport Canada must be hired in accordance with the current Sport Canada Human Resource Management Guidelines.

6.3.5 Hiring Process

FHC will ensure that its hiring process is open and that employment positions are well promoted within the field hockey and general sport community. A hiring plan and budget will be developed by the position supervisor to set out the schedule of activity and determine responsibilities.

6.3.5.1 Job Posting and Applications

- a. For a new employment position, FHC will develop a job description, aligning with FHC strategic and operational plans, and clearly outlining the roles and responsibilities and the risk level, if any, of the new position.
- b. For an existing position, the job description will be reviewed and revised as need be to align with FHC strategic and operational plans, and outline the current roles and responsibilities of the position.
- c. Compensation (salary, benefits, projected expenses) ranges must be within the scope of the approved budget, unless Board of Directors permission is given to expand the range.
- d. A “job posting” document will be created in both official languages that includes:
 - i. an overview of FHC, its mission, values and strategic priorities;
 - ii. an overview of the employment position, including its contribution to programs, events or services;
 - iii. important job description information, including reporting structure;
 - iv. education, experience and personal attributes expected from candidates;
 - v. preferred start date for the position;
 - vi. location of work;
 - vii. a declaration of FHC’s Hiring Practices, including screening requirements;
 - viii. acknowledgement of Sport Canada’s contribution if applicable;
 - ix. application deadlines and submission information;
 - x. any commitment to contacting all applicants or only those being interviewed.
- e. unless an internal candidate is considered suitable for the employment opportunity, advertise every employment opportunity with FHC through the FHC website, membership, social media and other job availability locations appropriate to the position;
 - i. Internal posting and/or notices must include notices to:
 - i. FHC website and corporate social media accounts
 - ii. Member Associations
 - ii. Administrative positions located at the FHC office may be advertised through local job sites and newspapers within proximity;
 - iii. Sport Canada funded positions will be advertised in accordance with Sport Canada requirements.
 - iv. Employment positions may also be posted as appropriate on public field hockey

websites.

- f. All applications are submitted to the lead person in the selection process at FHC.

6.3.5.2 Hiring Committee and Their Procedures

Members of the Hiring Committee must be familiar with FHC's ***Employee Policies***, hiring policies and procedures, the provincial restrictions regarding discriminatory questions and/or practices and Sport Canada's requirements regarding hiring for funded positions.

- a. A Hiring Committee will be struck as is appropriate for the applicable position:
 - i. Administrative or programming employment interviews will be organized by the position supervisor and may include a 2nd staff member to form the "Hiring Committee";
 - ii. The Human Resource Committee will be represented on the Hiring Committee for any Executive or Management position.
- b. All applications will be reviewed against the job posting and job description information;
- c. The Hiring Committee will determine the schedule for interviews, callbacks, reference checking;
- d. Unless otherwise stated in the posting, applicants not selected for an interview will receive a short acknowledgement from the position Supervisor with thanks for their interest;
- e. A short-list will be approved by the Hiring Committee, and a schedule confirmed for interviews, providing time for reference checks and the initiation of screening requirements. The Hiring Committee may request that applications be reduced or shortlisted by the position Supervisor;
- f. Unless an internal candidate is being transferred into a position, at least 2 candidates, if available, should be interviewed for all open positions;
- g. Interviews of short-listed candidates may be held in person, or electronically, or a combination thereof;
- h. At least two and preferably three reference checks will be conducted prior to the selection of a candidate by the Committee. At least one reference check should be from a previous employer of the applicant;
- i. the successful candidate will be offered the position as per 6.3.3.3 below.
- j. the unsuccessful interviewees will be contacted to either advise them that an offer has been made and accepted, or that the position will not be filled at that time.

FHC is responsible for any travel, accommodation and/or meal expenses incurred for Hiring Committee members. Travel costs may be reimbursed for out-of-town travel expenses incurred by the interview candidates if in the original hiring budget.

6.3.5.3 Offers of Employment

A satisfactory Criminal Record Check and Vulnerable Sector Check or equivalent documentation in the candidate's country of residence (if applicable) must be submitted to FHC by the candidate prior to any employment offer being finalized.

The Administrative or Programming employee position supervisor may make the employment offer to the successful candidate after interviews and screening procedures are completed.

For Executive positions, the offer is made by the Chair of the Board. For Management and other positions, the offer is made by the CEO.

FHC will make a verbal offer to the preferred candidate, with employment timing, working conditions and compensation being negotiated with the hiring process contact. If agreement is reached, a formal Offer Letter is sent by email or mail. The Offer Letter should include:

- a. Title of Position for which the offer is made;
- b. Very brief description of the Position, including designation as full or part-time;
- c. Start date if an Open Term Position or Start and End Date if a Fixed Term position;
- d. Compensation Offer (salary, benefits, other taxable benefits such as cell phone);
- e. Any additional benefit opportunities such as RRSP contribution;
- f. Vacation Leave in Year One of the Employment Period;
- g. Probationary Dates;
- h. Name and Position of Supervisor;
- i. Date by which offer must be accepted for the process to move forward, and process for acceptance (return email or counter-signed offer).

6.4 Employee Documentation

6.4.1 Employment Contracts and Confidentiality Agreement

All employees who have agreed to and signed an *Offer of Employment* also must sign a formal *Employment Contract* and *FHC Confidentiality Agreement* (Appendix A) prior to their start date. They must also sign that they consent to the [Universal Code of Conduct to Prevent and Address Maltreatment in Sport](#) ("UCCMS") and FHC policies. A copy of each of the Contract and Agreement can be made available to the candidate prior to the Offer being signed so they can seek legal advice.

The Employment Contract format currently is and may be amended from time to time by FHC:

- a. Personal Information for the employee, including contact address, home and personal cell phone and Social Insurance Number (SIN)
- b. Job Title and general description
- c. Contract Term
 - i. For Open Term contracts - start date
 - ii. For Fixed Term Contract – start date and end date
- d. Full or Part-time Position (if part-time, provide full-time proportion equivalency or maximum number of hours per week or month)
- e. Employment category
- f. Position of Supervisor
- g. Salary per year, OR per month, OR per hour
- h. Benefits, including % paid by each of employer and employee, and potential start date or timing of eligibility
- i. Vacation Leave Description and reference to these Policies
- j. Probationary Period, Evaluation Process and Decision to Continue Employment
- k. Annual Performance Evaluation Process
- l. For Fixed Term Contracts – prior to the contract end, the number of weeks or date at which time negotiations for renewal or notice of non-renewal will occur
- m. Required Notice from Employee for Resignation
- n. Termination Clause and reference to these policies
- o. Any Other Information Pertinent to the Position
- p. Process to extend and attach annual addendums to the Contract
- q. Signature(s) of the Authorized Representative of FHC
- r. Signature of the new employee

Two copies of each of the three documents will be signed, with one copy of each document retained by each party. The FHC copies go into the Employee's Human Resources (HR) File. (see 6.15.1)

6.4.2 FHC Property List

An employee may receive a number of items to support them in their work, but the items remain the property of FHC. These may include but not necessarily be limited to:

- a. office key;
- b. building pass;
- c. parking pass;
- d. corporate credit card;
- e. cell phone;
- f. laptop and/or tablet;
- g. printer;
- h. audio visual equipment and travel cases;
- i. FHC apparel.

An FHC *Property Form* will be kept in the Employee's HR File, with employee and supervisor signatures noting changes to the list. Upon termination or resignation, employees will return all company property except for FHC apparel.

6.4.3 Significant Changes in Responsibilities for a Staff Member

Any staff member who is moved to a significantly different position, or whose job responsibilities change substantially will be given a new Employment Contract with appropriate changes.

6.5 Employee Privacy

FHC must maintain up-to-date personal information on all employees. It is the employee's responsibility to inform their Supervisor promptly, in writing, of any change in their name, or contact information. All information shall remain confidential.

From time to time, FHC will receive requests to confirm an employee's address, home telephone number or current salary. Such information is confidential and will not be released except as required by law, or as authorized by the employee.

6.6 Job Descriptions

All employment positions will have a job description, each of which may be reviewed annually by the employee and supervisor and revised as needed.

Job descriptions should reflect the roles, responsibilities and expectations of the employee based on the strategic priorities, programming plans and operational needs of FHC.

6.7 Hours of Work and Location

All FHC employees are expected to work an equivalent of 37.5 hours per week, (excluding a 30-minute lunch) with the exception of vacation days, approved leave, and statutory or public holidays. Each employee's position will determine their work schedule.

Employees are expected to work from the FHC office unless otherwise agreed to by the employee and supervisor, and by the FHC CEO.

6.7.1 Executive, Management and Programming Employees

The nature of the work done by the Executive, Management and Programming staff members makes defining weekday hours of work difficult, but the 37.5-hour week expectation is still applicable. These roles often require evening or weekend work to be available for meetings, practices and events.

6.7.2 Part-Time Employees

Part-time employees will work the applicable percentage of 37.5 hours per week, based on their employment contract.

6.7.3 Flexible Working Hours and Location

An employee may request of their supervisor that they have regular work hours different than the normal FHC day, or that they be allowed to work from home or a different location from time to time. The request will be considered with regard to its effect on other employees, FHC service standards, the needs of the corporation and the benefit to the employee.

6.7.4 Employee Office at Home

FHC may, due to the employee's location or the type / location of work that they are doing, or due to a public health issue, request that the employee work from their home office on a regular basis. This may be a temporary or an ongoing arrangement and not considered to be 6.7.3 Flexible Working Hours and Location.

When there is an ongoing arrangement for an employee to work from home, employees should track all home office expenses. Employees may be reimbursed for approved expenses, and/or FHC may provide the employee with CRA Form T2200 *Declaration of Conditions of Employment* to support any employment expense claim on the employee's annual income tax return.

6.8 Employee Orientation

An orientation process applicable to the employment position will be provided to every new employee by the supervisor during the first few weeks of employment.

6.9 Probationary Period and Evaluation

All new Management, Programming, or Administrative employees have a three (3) month probationary period at the beginning of their employment, with an evaluation conducted no later than 1 month before the end of the probationary period. A new Executive employee will have a six (6) month probationary period, with an evaluation conducted no later than 6 weeks prior to the end of the probationary period.

During the probationary evaluation meeting, the Supervisor and employee will discuss and document the employee's progress, quality of tasks performed and completed, and the general growth and development of the employee. If deemed necessary, a probationary period may be extended up to an additional three months.

If the supervisor, with the support of the CEO determines that the employee has not performed satisfactorily, and that little chance of improvement exists, the employee will be informed that employment will be terminated at the end of the probationary period.

6.10 Employee Remuneration

6.10.1 Salaries

FHC salary ranges are established based on the employment category and specific job. Approval of the FHC employee budget is part of the overall budget approval process, with input from the Human Resources Committee and the CEO.

Individual salary levels are set based on the position, the employee's experience and skills, and informed by industry standards. Annual performance appraisal results will affect any increase offered from year to year. All salary increases are merit based, with recommendations from supervisors taken into consideration, as well as the financial position of FHC. FHC is responsible for benefits and employer payroll taxes.

Salaries are reviewed annually, but final figures may not be made known to employees until after the approval of the FHC Operating Budget for the year (approx. July), as well as confirmation of the FAS contribution for that year.

Individual negotiations may occur with employees of exceptional standard, employees with an unusual assignment or employees with added responsibility. In addition, any employee or their supervisor may approach the CEO with a specific request. The following areas of compensation may be considered:

- a. increased vacation leave
- b. increased contribution to the employee's RRSP
- c. professional development or training opportunities
- d. special travel opportunities
- e. cash bonus for specific targets of performance

All discussions and decisions related to the CEO's compensation will be between the CEO, the Human Resources Committee and the Chair of the Board.

6.10.2 Employee Benefits

The following benefit options may be available to employees depending on their employment position, and the specifics of their individual Employment Contract.

- a. Provincial Medical Insurance
- b. Group Accident/Dismemberment/Death Insurance
- c. Dental Insurance
- d. Parking
- e. Quarterly RRSP Contributions

FHC applies the following principles to the employee benefits program:

- a. employee benefits are not available to part-time employees
- b. any RRSP contributions will not be made by FHC until after the first calendar anniversary of employment;

- c. FHC contributions to Insurance and/or Medical Coverage will be in line with industry standards.

6.11 Employee Leave

6.11.1 Statutory and Public Holidays

FHC recognizes the Statutory and Public Holidays in British Columbia. These usually include New Year's Day, February Provincial Stat Day, Good Friday, Easter Monday, Victoria Day, Canada Day, 1st Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

When a Statutory Holiday falls on a Saturday or Sunday, it will normally be observed on the following Monday. When a Statutory Holiday falls during an employee's vacation period, an additional vacation day may be added, or taken another time in the year.

If an employee is absent from work on a day immediately preceding or following a Statutory Holiday or a Holiday weekend, that day absent will be considered a vacation day or day in lieu, unless a medical certificate is supplied.

6.11.2 Employee Vacation

Vacation time will be earned based on the number of months and years of consecutive employment with FHC and is calculated from the employee's start date, and continued based on the FHC fiscal year, April 1 to March 31.

Part-time staff will earn vacation time at the rate proportional to their employment equivalency or will receive a percentage of their earnings in lieu of annual vacation, consistent with the BC Provincial Employment Standards.

6.11.2.1 Executive, Management and Programming Staff

Full-time Executive, Management and Programming staff are entitled to receive minimum paid vacation leave as follows:

- a. 1 year to 4 years - 15 working days/year (3 weeks)
- b. 5 years to 10 years - 20 working days/year (4 weeks)
- c. 11 years plus - 25 working days/year (5 weeks)

6.11.2.2 Administrative Staff

Full-time Administrative staff are entitled to receive minimum paid vacation leave as follows:

- a. 1 year to 4 years - 10 working days/year (2 weeks)
- b. 5 years to 10 years - 15 working days/year (3 weeks)
- c. 11 years plus - 20 working days/year (4 weeks)

6.11.2.3 Vacation Leave Procedures

- a. Vacation time cannot usually be taken within the first six (6) months of employment. These requests must be approved by the supervisor and CEO;
- b. If an employee resigns or is terminated in the first twelve months of employment, and has not taken vacation time earned, the gross salary for the equivalent number of earned days will be added to the final pay cheque, prior to net pay being calculated;
- c. If an employee resigns or is terminated after one year, payment will be made for earned vacation

not yet taken, in accordance with the employee contract. A payroll deduction will be made for any vacation time taken, but not yet earned;

- d. The supervisor will attempt to coordinate vacation schedules so that adequate service coverage will be provided by FHC during employee absences. In the case where two or more employees request the same vacation time, seniority shall prevail;
- e. Employees may, with the approval of the supervisor and CEO, carry over up to 5 working days of vacation time, to the next fiscal year. The carry over time must be taken within the first six months of the fiscal year. Employees cannot receive cash compensation for earned but unused vacation other than parts 6.11.2.3 b. and c. above.

6.11.3 Other Employee Leaves

6.11.3.1 Sick Leave

- a. Employees shall accumulate sick leave at the rate of 1¼ days per month (15 days per year). If an employee is absent for any period over three (3) consecutive days, a medical certificate may be required by the supervisor.
- b. Sick days not taken in any fiscal year do not earn the employee cash compensation.
- c. Disability Benefits will be provided in accordance with FHC's insurance plan.

6.11.3.2 Compassionate Leave

In addition to the types of unpaid leave noted in 6.11.3.3, FHC will grant Compassionate Leave with pay to the employee in question. This leave cannot exceed three (3) days in any one case, and will be granted in case of serious illness in the employee's immediate family (eg: parents, step-parents, spouse, common-law partner, sibling, child, step-child, mother-in-law, father-in-law or grandparent).

Compassionate leave may also be granted in other emergency cases at the discretion of the CEO.

6.11.3.3 Job-Protected Leaves

FHC will support the requirements of the BC Provincial Employment Standards for allowed unpaid absences from work. Any additional paid or unpaid leave time is at the discretion of the CEO. Listed below are leaves protected under BC Employment Standards.

- a. Bereavement Leave
- b. Compassionate Care Leave
- c. COVID-19 Leave
- d. Critical Illness or Injury Leave
- e. Family Responsibility Leave
- f. Jury Duty Leave
- g. Leave Respecting the Disappearance of a Child
- h. Leave Respecting the Death of a Child
- i. Maternity Leave
- j. Parental Leave
- k. Personal Injury or Illness
- l. Reservists' Leave

6.11.3.4 Continuation of Benefits During Protected Leaves

Payroll benefits will be continued during approved leaves except for a Reservists' leave unless an employee requests that the plan is discontinued.

6.11.3.5 Special Leave

Any leave requested after the allowable legal period is “Special Leave”, and must be requested as such. In exceptional circumstances, Special Leave may be granted with or without pay. This shall be determined upon the request of the employee to their supervisor and the CEO.

6.12 Employee Overtime

6.12.1 Executive, Management and Programming Employee Overtime

Executive, Management and Programming employees are deemed to be “managers” by FHC regarding their hours of work, due to the time requirements and nature of these types of jobs.

Executive, Management and Programming employees are often required to work on weekends or statutory / public holidays to fulfill their roles at practices, meetings, competitions or other events.

- a. FHC enables these employees to take time off in lieu of weekend and holiday time worked if that time is in addition to a normal work week. Lieu time is granted as one hour in lieu of each hour worked as it pertains to this policy. The time in lieu should be taken as soon as possible after the weekend or holiday worked.
- b. Weekday evening work (Monday to Friday) is an extension of a normal work week for these jobs and is not included in calculation of a work period requiring lieu time. An employee may delay their work start time on days with evening meetings to accommodate the day’s extension.
- c. Executive, Management and Programming employees are required to complete a "*Monthly Employment Record*" tracking weekend and/or statutory or public holidays worked. These are to be submitted to their supervisor for inclusion in the employee's Personnel file.
- d. Lieu days are not eligible for cash compensation.
- e. Only 5 days in lieu may be carried over from one fiscal year to the next. Any deviation of this policy will be at the discretion of the employee supervisor and the CEO.

6.12.2 Administrative Employee Overtime

Administrative employees may occasionally be asked to work overtime, which is time worked in excess of a normal 40-hour workweek. To accommodate the variances of the industry, Administrative employees may be asked to sign a “*monthly averaging agreement*” with FHC that will help track overtime in excess of 160 work hours per month.

Overtime in excess of the 40 hours per week or 160 hours per month under a *monthly averaging agreement* will be reimbursed at a rate of 1½ hours off for each 1 hour overtime worked. Overtime on a Statutory Holiday will be reimbursed at a rate of 2 hours off for each 1 hour overtime worked. Employees are asked to take their overtime off, with supervisory approval, as soon as possible after it has been earned.

Only 40 hours in overtime earned may be carried over from one fiscal year to the next. Any deviation of this policy will be at the discretion of the supervisor and documented for inclusion in the employee's personnel file.

6.13 Reimbursement of Employee Expenses

Employees will be reimbursed for approved travel and business expenditures in accordance with the FHC *Financial Policies*.

Completed and signed *Expense Claim Forms* must be submitted within 30 days of the competition, meeting or other activity, with original receipts required except for meals.

6.13.1 Travel Loyalty Points

FHC employees travelling on corporation-funded business are allowed to accumulate travel loyalty points to use for their personal needs.

6.14 Employee Training and Professional Development

FHC recognizes that Employee Training and Professional Development experiences are important to the long-term well-being of the corporation and the employees. The CEO manages the Employee Training and Professional Development initiative. The amount of support available will be dependent on the Training and Professional Development Plan, and the financial position of the corporation.

A Training and Professional Development multi-year plan will be developed by the CEO in conjunction with other supervisors to identify the training and professional development needs of the staff and the corporation. Training and Professional Development should address current or projected deficiencies in staff knowledge and skill levels and make use of professional development opportunities that may arise through industry conferences, funding programs, or partnerships.

6.14.1 Employee Training

Employee Training is related directly to an employee's job. The employee may need to upgrade a certification level or expand their knowledge-base to meet job requirements. Roles and responsibilities may change over time and require new skills or a weakness may have been identified during a Performance Appraisal. FHC may support Employee Training as it pertains to the requirements of the particular job, in discussion with the employee's supervisor, and within the approved FHC budget.

Any formal training that will lead to a diploma, certificate, designation or degree may need to be on a shared-cost basis between the employee and FHC. In the event an employee who has been supported with training funding resigns from FHC within 12 months of receiving such funding, this funding amount may be clawed back on a pro-rated basis from the employee's final payment.

6.14.2 Employee Professional Development

Employee Professional Development opportunities may arise through industry conferences, attendance at related events or competitions, continuing education courses or other opportunities. Employees will apply to their supervisor for financial assistance. If approved, FHC may only support a percentage of the cost of participation

6.14.3 Support for Non-essential Upgrading

An employee may apply for FHC assistance with related but non-essential upgrading in education or industry-related experiences. If granted, this contribution may be considered to be a taxable benefit, in accordance with current Canada Revenue Agency Income Tax releases.

6.15 Employee Human Resource (HR) Files

6.15.1 HR Files

Each employee has a HR file that is kept in a secure office location by the CEO and includes the following information:

- a. original application and resume
- b. current job description
- c. personal contact information, including notices of name change
- d. employment offer(s), signed contract(s) and financial addenda
- e. signed *Confidentiality Agreement*
- f. *Criminal Record Checks* and *Vulnerable Sector Checks* (if applicable)
- g. annual performance appraisals, with supervisor and employee signatures
- h. annual *Conflict of Interest Disclosure Statements*
- i. official congratulations or notices of achievement. The employee may request that letters received from individuals be placed in their personnel file
- j. correspondence regarding formal complaints, hearings, Letters of Warning, Formal Warnings, disciplinary action or Grievances filed with responses
- k. tracking records for vacation, other leave requests, lieu time/overtime and time sheets (if applicable)
- l. information re: benefits claims or requests
- m. lists of FHC property in the employee's possession

6.15.2 Review of Files

Employee HR Files cannot be removed from the FHC office. Access to an employee's HR file is restricted to:

- a. the employee
- b. their supervisor
- c. the CEO
- d. the FHC Chair (or delegated to the Chair of the HR Committee)

6.15.3 Removal of Information from a HR File

Information may be removed only under the following circumstances:

- a. Outdated Information: Information that is being replaced by properly approved documents may be removed. An example is a job description.
- b. Specific Performance Related Correspondence: An employee may request that a Letter of Warning be removed from their file after two years if no additional warnings have been issued during that period.

6.15.4 Closing an Employee's HR File

After the employee has left the employment of FHC, their Letter of Resignation is placed in their HR File, along with the employer's copy of the Record of Employment, and the file is closed and secured.

The employee's HR file stays with FHC for a minimum period of 7 years after employment ends. After 7 years, the file content may be shredded.

6.16 Performance Appraisals

Employees with a permanent Employment Contract with FHC shall have an annual Performance Appraisal conducted by their supervisor. All appraisals are documented and signed by both the appraiser and the employee. One copy is retained by the employee and one copy placed in the employee's Personnel File.

6.16.1 Developing Standards and Objectives

Every employee must document "standards and objectives" for the upcoming year, and as mutually-agreed upon with their supervisor. When possible, the standards and objectives will have measurable targets. Tasks and activities within the standards and objectives should be prioritized or ranked and relate to FHC's operating plans and strategic priorities.

6.16.1.1 New Employee

At the beginning of employment, the standards and objectives will be put into place no later than 3 months following the first day of employment.

6.16.1.2 Current Employee

Within the first month of an appraisal period, every employee will present their workplan (if applicable) and standards and objectives for the upcoming year to their supervisor.

6.16.2 Work Plans

If requested, an employee will develop their annual workplan relating directly to the FHC operating plan and strategic direction, project, event or activity timelines and position-specific priorities. The workplan is an important tool to guide work and benefits the performance appraisal process.

6.16.3 Annual Performance Appraisal

Every employee's annual performance appraisal is conducted during the final quarter of the fiscal year, regardless of the anniversary date of employment with FHC, and unless otherwise specified in the Employment Contract.

The supervisor will initially request a completed self-evaluation form from the employee. The supervisor may also request input on the employee's performance from volunteers and other staff with whom the employee has worked during the appraisal period. The employee and the supervisor will meet to discuss the employee's performance against the previously agreed upon standards and objectives (6.16.1), the employee's work plans (6.16.2) and the corporation's plans and priorities.

All discussions will be documented. If the supervisor, with agreement from the CEO, determines at the time of the annual performance appraisal that the performance of the employee has not reached the mutually agreed-upon standards and objectives, employment with FHC may be terminated with notice given as per the Employment Contract and these FHC ***Employee Policies*** (see 6.17)

6.17 Employment Termination

Every employee will have a resignation/termination clause in their Contract of Employment.

6.17.1 Resignation

An employee who resigns is not entitled to any compensation past the date of notice given in their resignation. A specific number of days' notice of resignation is not required by law but is requested of employees through the FHC Policies. The complexity of replacing employees drives the variance in notice time listed below for different categories of employees.

- a. Administrative employees are requested to provide a minimum 14 days (2 weeks) written notice on their resignation from FHC.
- b. Management and Programming employees are requested to provide a minimum 30 days (1 month) written notice on their resignation from FHC.
- c. Executive employees are requested to provide a minimum 45 days (1½ months) written notice on their resignation from FHC.
- d. In exceptional circumstances, FHC and the employee may agree that the employee does not have to work out their notice period.

6.17.2 Termination with Cause

With cause, FHC may terminate the contract of employees without notice.

The cause for dismissal must be recorded in the termination letter and discussed with the employee prior to confirmation of termination.

If the cause for termination is serious enough in FHC's sole discretion, the employee may be asked to leave immediately and no compensation owing past that day of employment and vacation time earned but not taken.

If notice is provided at FHC's discretion, the employee may still be asked to leave before the end of a notice period and the equivalent of notice compensation and vacation time earned but not taken will be paid.

6.17.3 Temporary Layoff

FHC may temporarily lay-off an employee if the planned work is disrupted or employment hours are significantly reduced. A lay-off should result in a return to work with regular hours at some point in time. In British Columbia, temporary lay-offs can be up to 13 weeks within a 20 week period.

If the laid-off employee's position does not return to regular work hours, then a termination of employment without cause has occurred. If the employee resigns during the lay-off period, no compensation from FHC is owed to the employee.

6.17.4 Termination without Cause

If FHC terminates the contract of an employee for any reason other than cause on the part of the employee, FHC will provide the employee with notice or pay in lieu of notice in accordance with the BC Employment Standards Act. termination pay in accordance with the BC Employment Standards Act.

A week's pay is calculated by:

- i. Totaling the employee's wages, excluding overtime, earned in the last eight weeks in which the employee worked normal or average hours and,
- ii. Dividing the total by eight

6.17.5 Conclusion of a Fixed Term Employment Contract

An employee with a fixed term contract shall be advised about the conclusion of the contract or an extension of the contract on a date prior to the end of the contract that is a minimum of 1 month for each consecutive year of the length of the contract. If the contract is extended, the extension period and end date must be clearly stated in the Extension Contract.

6.17.6 Final Wages

Final wages will be paid to the employee in accordance with the requirements of the BC Employment Standards Act. Final wages may include regular wages, overtime, statutory holiday pay, compensation for length of service and vacation pay. Final payment will usually be made:

- a. Within 48 hours after the last day an employee works when an employer ends employment;
- b. Within six days after the employee's last day of work when an employee quits.

6.17.7 Record of Employment and Further Correspondence

A Record of Employment will be issued to the employee within 5 calendar days of the end of the employee's final pay period, with a copy added to the employee's HR File. Any correspondence or requests subsequently received regarding Employment Insurance will be responded to, and a copy of the request and response placed with the employee's closed file.

The information will be kept on record at the FHC office for a period of seven years. Information regarding payroll is also kept for a minimum of seven years, but will be stored with the appropriate financial records from that period

6.18 Employee Complaint and Warning Procedures

Complaints or warnings may concern an interpretation, application, operation, or alleged violation. Any dispute as to whether or not the difference is judicable shall be dealt with in accordance with these procedures.

6.18.1 Employee Complaint Procedures

The Employee Complaint procedures are available to all employees on a permanent full or part-time employment contract. The Complaint Process may be activated by the employee for circumstances or conditions, real or imagined, thought to be unjust or unwarranted.

6.18.1.1 Employee Complaint Contacts

The FHC contact for the employee considering filing a Complaint is based on the employment category designation:

- a. Executive Employees – contact the FHC Chair;
- b. Management, Programming or Administrative Employees – contact the CEO.

If the Board Chair or CEO is the reason that a complaint is being considered, the Complaint contact will be the Chair of the Human Resources Committee for that employee.

6.18.1.2 Informal Discussion

Before a complaint is formally filed, the employee may choose to try to resolve the situation and/or misunderstanding through informal discussion.

The informal discussion must take place within five (5) working days of the occurrence of the considered difference and will be between the employee and the contact listed in 6.18.1.1 . This discussion can take place in person, by telephone or by electronic meeting. The employee may, if desired, be accompanied by another employee or in the case of Executive employees, by a 2nd member of the Board of Directors. All parties must be able to hear each other. All parties must be copied with any written documentation prepared for the meeting.

If, at this stage, the circumstance or difference is resolved to the satisfaction of both the employee and the corporation, any documentation prepared for the meeting by either party is destroyed. A record of the meeting resolution will be kept and placed in the employee's HR file only with the agreement of both parties. No documentation, record or report is presented to the Board of Directors, or Human Resource Committee.

6.18.1.3 Submitting a Formal Complaint

If a potential complaint is not resolved through informal discussion (6.18.1.2), or if the employee chooses not to pursue the informal discussion alternative, then the circumstance or difference (hereafter called a Complaint) shall be submitted to the employee contact listed in 6.18.1.1, in writing and within 10 working days of the action, matter or thing giving rise to the alleged Complaint. The submission shall include a detailed outline of the nature of the Complaint and the remedy sought by the employee. The FHC contact will respond to the Complaint in writing within 10 days of receipt.

If the employee is satisfied with the response to the Complaint, a report is written by the Chair or the CEO (as applicable) and distributed to the Human Resources Committee as a confidential document. A copy of the report is placed in the employee's personnel file.

6.18.1.4 Appealing a Complaint Response

If the response from the FHC contact is unsatisfactory to the employee and the Complaint is not settled, then the employee may, within five (5) working days of receiving the original Complaint response, file through the FHC ***Appeal Policy***, specifying the grounds for appeal and desired remedy.

6.18.2 Letter of Warning Procedure

A *Letter of Warning* is an official document submitted to an employee on behalf of the corporation. The *Letter of Warning* is written by the employee's Supervisor and initialled by the CEO within five (5) working days of the incident or circumstance that gave rise to the warning and noting the expected corrective action or behaviour (if applicable). If the *Letter of Warning* is directed to the CEO, it is written by the FHC Chair.

A copy of the *Letter of Warning* is placed in the employee's HR file, and notice of the *Letter of Warning* is distributed to the Human Resources Committee.

If the employee wishes to contest the *Letter of Warning*, they may do so, in writing, within five (5) working days of receipt of the *Letter of Warning*. This rebuttal should go to the supervisor and CEO, with due notice being sent to the Chair of the Human Resources Committee.

The employee may wish to invoke the FHC ***Appeal Policy*** instead of the above rebuttal method.

Upon written request by the employee to the CEO (copy to the supervisor) and subsequent approval, a *Letter of Warning* more than two years old may be removed from a HR file, if no additional warnings have been submitted.

APPENDIX A – EMPLOYEE CONFIDENTIALITY AGREEMENT

FIELD HOCKEY CANADA EMPLOYEE CONFIDENTIALITY AGREEMENT

Employee: _____

Position: _____

Supervisor: _____

1. I acknowledge that I have been advised by Field Hockey Canada that all information and documents that I may have knowledge of or access to through my employment with Field Hockey Canada are strictly confidential unless Field Hockey Canada otherwise agrees, in writing, or such documents are made publicly available by Field Hockey Canada.
2. I undertake and agree at all times to treat as confidential all information acquired through my employment with Field Hockey Canada and not to disclose same except as authorized in the course of my employment [contract] or by law. I acknowledge that such information is not to be altered, copied, interfered with or destroyed, except upon authorization and in accordance with the policy of Field Hockey Canada. I will not discuss such information with any party, nor will I participate in or permit the release, publication or disclosure of such information, nor will I copy, distribute, or disseminate such information, except as authorized in the course of my employment or by law.
3. I understand that this agreement includes, but is not limited to, the following information:
 - a. All database material, including participants, athletes, coaches, officials, volunteers, Member Association contacts, associated or affiliated organizations,
 - b. Business and/or sport technical information, including financial information, budgets, business plans, risk management information, reports, government or funding agency agreements, technical information, national team preparation information, photographs, marketing information, media information;
 - c. (other – customize for the specific role) _____
4. I understand that compliance with the confidentiality requirements of Field Hockey Canada is a condition of my employment and that failure to comply may result in termination of my employment by Field Hockey Canada.
5. I agree to be bound by the provisions of this Agreement and will continue to be so bound following the termination of my employment.
6. I understand and agree that any work product and/or information prepared or produced by me as part of my work responsibilities or activities related to my employment with Field Hockey Canada, whether alone or with others, is the property of Field Hockey Canada at all times and cannot be used by me, copied, transmitted or taken with me in any form should I take other employment or contracts after my employment or contract with Field Hockey Canada ceases.

7. I have been advised that I have the right to seek independent legal advice prior to signing this agreement. By signing this letter, I acknowledge that I have been given sufficient opportunity to consult a lawyer and have either sought such advice or freely decided not to do so.

By signing it, you acknowledge that you have read and understand these terms and conditions and agree to comply with them. You are entitled to seek legal advice prior to signing this agreement, at your expense.

Signature

Date