



Judo Ontario HR Policy

Approval Authority	Board of Directors	_____ March 19, 2017 Date
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Definitions

1. The following terms have these meanings in this Policy:

- a. “Employees” – Individuals employed by Judo Ontario on a full-time, part-time, or term basis. Employees do not include contractors, directors and officers of Judo Ontario, interns, officials, volunteers, or volunteer coaches
- b. “Full-Time Employees” – Employees who work a minimum twenty-eight (28) hour work week, receive an annual salary, and leave, health, vacation, and pension benefits as defined in their Employment Agreement
- c. “Part-Time Employees” – Employees who work less than a twenty-eight (28) hour work week, who received an annual salary, and leave, health, vacation, and pension benefits as defined in their Employment Agreement
- d. “Term Employees” – Employees who are hired for a specific term, to complete specific tasks, who are employed temporarily (i.e., paid by the hour, day, or week), receive four percent (4%) vacation pay and leave benefits, and who do not receive health or pension benefits as defined in their Employment Agreement.

Purpose

2. Judo Ontario employs staff, as necessary, to manage the daily tasks required of a provincial sport organization. Judo 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 will govern the terms and conditions of employment with Judo Ontario.

Legal Requirements

- 3. Judo Ontario is an equal opportunity employer and abides by the Ontario Human Rights Code, which specifically prohibits discrimination on the basis of race, colour, creed, ancestry, place of origin, ethnic origin, citizenship, sex, sexual orientation, age, or physical or mental disability.
- 4. Judo 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

- 5. This Policy applies to Judo Ontario’s Full-Time Employees, Part-Time Employees, and Term Employees.
- 6. Judo 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.
- 7. This Policy will not apply to independent contractors, private consultants, or interns/co-op placement students. These individuals are not considered employees or Judo Ontario staff. In all instances where



these individuals are contracted by Judo 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. Judo Ontario recognizes the critical importance of its Employees to achieving its strategic objectives. Accordingly, Judo 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. Judo Ontario expects its Employees to:

- a. Apply and adhere to Judo Ontario's policies and organizational values
- b. Use their best efforts to advance the interests of Judo 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 Judo Ontario with any changes to the Employee's name, address, phone number, and other personal information that Judo Ontario is required to maintain.

Employment Agreement

10. Employees will enter into an Employment Agreement with Judo Ontario.

11. If the Employee continues to be employed by Judo 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 by Judo 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 Judo Ontario to evaluate their working relationship.

16. At the end of the probationary period, a formal work performance evaluation will be conducted by the Sport Director. An Employee whose service is determined to be satisfactory during the probationary period may continue in employment, subject to the availability of funds, the continued existence of the position, and continued satisfactory work performance.

Attendance, Work Hours and Supervision

17. The VP Administration will supervise the performance of the Sport Director and the Sport Director will supervise all other Employees.

18. Employees will work out of Judo Ontario's head office unless another arrangement has been agreed to by the Sport Director in writing. An Employee will not be paid a travel allowance or a moving allowance if the Employee is required to travel far distances to the Judo Ontario head office, or if the Employee changes residence.

19. Employees will work normal office hours, as determined by Judo Ontario's Board of Directors. Part-time or temporary Employees may work modified office hours, as determined by the Sport Director. Due to the nature of Judo Ontario as primarily a volunteer-run organization, Employees' hours of work may be flexible to accommodate some evening or weekend work.

20. 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.

Time off in lieu

21. The employee may be compensated for overtime hours by receiving one and one-half hours of paid time off work for each hour of overtime worked instead of overtime pay if, a. The employee and the employer agree to do so b. The paid time off work is taken within three (3) months of the work week in which the overtime was earned or, with the employee's agreement, within 12 months of that work week.

22. If an Employee cannot be at work at the normal time, he or she will notify the Sport Director at the earliest opportunity with the reasons for, and expected duration of, the absence.

23. Employees will attend all staff meetings, Board meetings, and other meetings when requested to do so by the Sport Director, unless the Employee's absence has been approved by the Sport 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 Sport Director, to reflect changing priorities, workload, and personnel requirements.

25. The performance of each Employee will be reviewed annually by Sport Director. The purpose of this review will be to assess the Employee's commitment to Judo 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 Sport 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.

Vacation and Holidays

27. Vacation entitlements will accrue in accordance with the Ontario Employment Standards Act, unless stated otherwise in the Employee's Employment Agreement.

28. When a statutory holiday falls within an Employee's vacation, the Employee will be granted an additional day of vacation.

29. All vacations will be approved in advance by the Sport Director. The Sport 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 Sport Director, in writing, no later than one month prior to the requested vacation date.

30. Term Employees will be paid vacation pay at a rate of four percent (4%) of the Employees' earnings, payable bi-monthly or on the termination of employment.

31. Employees who have worked less than one full employment year will be entitled to vacation time on a prorated basis.

32. Employees are entitled to the paid public holidays recognized by the Ontario Employment Standards Act, which include:

- a. New Year's Day
- b. Family Day
- c. Good Friday
- d. Victoria Day
- e. Canada Day
- f. Civic Holiday



- g. Labour Day
- h. Thanksgiving Day
- i. Christmas Day
- j. Boxing Day.

33. An Employee is eligible for paid public holidays if the Employee has worked for Judo 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

34. 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.

35. 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 Sport Director 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.

36. At the discretion of Judo Ontario, a doctor's letter may be required to substantiate the need for sick leave.

37. Excessive absenteeism affects an Employee's ability to maintain quality/quantity standards of work. Judo 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.

38. Employees will periodically be required to schedule medical appointments. Employees are required to schedule appointments, where possible, at a time that least affects the amount of lost time. PartTime Employees are required, where possible, to schedule appointments outside of their scheduled hours of work.

39. Full-time Employees may be entitled to up to three (3) days of paid leave for bereavement or compassionate purposes.

40. Maternity leave and parental leave will be in accordance with the Ontario Employment Standards Act.

41. Employees required to serve on a Jury or as a Crown Witness are entitled to leave without pay.

42. Leaves of absence must be approved by the Sport Director in writing. Extending approved leaves of absence without notification to Judo Ontario may result in termination of the Employee.



Salary and Benefits

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

Salary

44. The salary of each Judo Ontario Employee will consist of a base salary and may include performance incentives.

45. Salary will be paid every two weeks, subject to benefit deductions, statutory deductions, and withholdings for Canada Pension Plan and Employment Insurance.

46. 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.

47. Starting salaries, salary increases, and performance incentives (if any) will be reviewed and approved by the HR Committee. In carrying out this review, the HR Committee will have regard to salaries paid by comparable organizations.

Benefits

48. 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 Judo Ontario. Under certain circumstances, the waiting period may be waived upon special request to the Insurer.

49. The cost of Judo Ontario's Insurance Plan for Full-Time and Part-Time Employees and their dependents will be paid for by Judo Ontario. The Insurance Plan offers the following coverage or as otherwise described in the Group Benefits Package

- a. Life Insurance
- b. Accidental Death and Dismemberment
- c. Dependent 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).

50. 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 Judo Ontario pay salary in lieu of premiums where coverage is obtained through a spouse's plan.

51. Under current Income Tax Regulations, the payment of Provincial Health Care Premiums by Judo 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.

52. Term Employees are not entitled to health benefits.

53. 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 if available.

Pregnancy/Parental Leave

54. 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, Judo Ontario must receive such a request in writing.

Expense Compensation

55. Employees will be compensated for any costs and expenses incurred while traveling on Judo Ontario business, or while performing duties in accordance with their job description, pursuant to terms outlined by their Employment Agreement and the Judo Ontario Finance Policy.

Professional Development

56. Judo Ontario will budget for staff training and development according to the resources available each year. Employees should consult with the Sport Director to identify suitable professional development opportunities. At the discretion of the Sport Director and based upon a written request from an Employee, Judo Ontario may cover all or part of the Employee's costs to participate in educational courses, seminars, workshops, or other professional development activities.

Cellphones

57. 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.

58. Employees will not be disciplined for failing to answer a call while they were operating a motor vehicle.

59. Judo Ontario will not be held responsible for any violations or accidents caused by the contravention of the Cellphones section of this Policy.

Other Employment

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

Personal Belongings

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

Conduct and Discipline

62. Employees will comply with this Policy, the terms of their Employment Agreement and all other Judo Ontario policies relating to conduct including, but not limited to, Judo Ontario's Code of Conduct and Ethics, Confidentiality Policy, Conflict of Interest Policy and Privacy Policy.

63. Judo Ontario Employees may be subject to disciplinary action should their conduct so warrant.

64. 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 person's file, and therefore the matter is closed when the constructive two-way discussion has been finalized.
- b. Letter of reprimand - when a more serious infraction occurs, or repetitive behavior, the Supervisor will write a letter/email to the person stating the infraction and warning him/her against further misbehavior. A copy of this correspondence will be retained in the employee's personnel file.
- c. Suspension - a person 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 person will be permitted to carry on his/her normal duties while the case is being investigated. In some cases, however, 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 Behavior

65. Unsatisfactory work performance or work-related behavior is the failure or refusal to carry out job responsibilities, failure to follow Judo Ontario rules or failure to abide by Judo Ontario's Code of Conduct



and Ethics. The Sport Director will inform employees of acts or omissions which are symptomatic of unsatisfactory work performance or work-related behavior and to discipline if either is not corrected.

66. Gross misconduct includes the following: theft or dishonesty; gross insubordination, willful destruction of club property; falsification of records; acts of moral turpitude; reporting for duty under the influence of intoxicants; the illegal use, manufacturing, possessing, distributing, purchasing and dispensing of controlled substances or alcohol; disorderly conduct; provoking a fight; and other similar acts involving intolerable behavior by an employee. 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.

67. When disciplining an Employee, Judo Ontario will consider the nature of the unsatisfactory work performance or work-related behavior, the past record of the Employee and appropriate penalties. Therefore, as a general rule, disciplinary action for unsatisfactory work performance or work-related behavior 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 behavior and the necessary corrective action to be taken. If an Employee fails to attain a satisfactory level of work performance or work-related behavior 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

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

69. Employees will provide notice of their intention to leave the employment of Judo Ontario in accordance with the Ontario Employment Standards Act.

70. Judo 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 Judo Ontario
- b. Failure to adhere to policies of Judo Ontario
- c. Gross failure to perform their employment duties
- d. Theft and criminal behavior
- e. Unauthorized release of confidential information
- f. Destruction of Judo Ontario's property
- g. Insubordination
- h. Recurring absence without notice
- i. Dishonesty
- j. Fighting or provoking a fight on Judo Ontario premises
- k. Actions that bring Judo Ontario into disrepute
- l. Working for another employer while on leave of absence without written consent of Judo Ontario



- m. Possession, use, sale, purchase, or distribution on Judo 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 Judo Ontario's Board of Directors or outlined in the Employment Agreement.

71. Judo Ontario will provide Employees notice, or pay in lieu of notice, of their intention to terminate the Employee's employment with Judo Ontario without cause in accordance with the Ontario Employment Standards Act, unless otherwise agreed in the Employee's Employment Agreement.

72. The Board of Directors, based on the recommendation and detailed presentation of facts as deemed necessary by the HR Committee regarding any case in question, will have final authority for termination of any/all Employees