



POLICY NAME: PERSONNEL POLICY

| Date | Action |
|------------------|-------------------------------|
| May 29, 2006 | Board Approval |
| November 2013 | Modified |
| June & July 2020 | Revisions by Policy Committee |
| August 31, 2020 | Board Approval |
| | |

SCOPE:

This policy applies to all **employees** and independent contractors of The Couchiching Conservancy.

DEFINITIONS:

Employer: The Couchiching Conservancy (CC) is the legal entity governed by a duly elected Board of Directors as described in the charitable organization’s Articles of Continuance and Bylaw # 1.

Employees:

Permanent Full Time: employees who work 30 hours or more per week for CC with an employment contract.

Permanent Part Time: employees who work less than 30 hours per week for CC with an employment contract.

Temporary Full Time: employees who work 30 hours or more per week for CC for a fixed term with an employment contract; this may include a temporary employee, summer student or intern.

Temporary Part Time: employees who work less than 30 hours per week for CC for a fixed term with an employment contract; this may include a temporary employee, summer student or intern.

Employment Contract: an agreement between the employer and the employee provided at the beginning of employment, setting out the terms and conditions of employment with CC including start date, end date (for a fixed term contract), job title, hours of work, probationary period, vacation entitlements and compensation, including salary/wages, entitlement to compensation for overtime, and applicable benefits. The employment contract is signed by the employee and the Executive Director (ED) with a copy to the employee and a copy retained in the employee file. A copy of the CC Personnel Policy will be provided to the employee prior to signing the contract. The contract may be in the form of a letter of offer.

Independent Contractor: a person who contracts their services for a fee to CC but is not considered to be an employee of CC.

Benefits: refers to the health benefits package received by permanent employees of CC through the third-party Benefits Trust.

Benefits Surplus: refers to the unspent amount of money returned to CC from the benefits account of each enrolled staff member, generated when the total allowable amount is not spent over two consecutive years (see Benefits Trust handbook).

ROLES AND RESPONSIBILITIES:

Board of Directors:

1. Establishing, reviewing and revising the Personnel Policy and related procedures.
2. Hiring an Executive Director (ED) to oversee and manage the work of CC.
3. Evaluating the performance of the ED and providing feedback regarding performance commitments, achievements and learning opportunities.
4. Establishing and budgeting for an appropriate compensation package including salaries, salary increment grid, health benefits, vacation entitlements and learning opportunities; reviewing the compensation package on a timely basis.
5. Addressing personnel issues reported to the Board by the ED or employee(s).
6. Carrying out duties as assigned in this policy.

Executive Director:

1. Responsible for the day-to-day operation of CC and management of its physical, financial and human resources.
2. Overseeing or delegating as appropriate, personnel activities and transactions including:
 - a. Hiring employees and independent contractors;
 - b. Assigning duties and monitoring performance and outcomes;
 - c. Developing and revising job descriptions as necessary;
 - d. Overseeing employee attendance; approving leaves and vacation requests; and
 - e. Managing job performance through collaborative discussion and providing feedback.

3. Managing personnel activities and transactions including:
 - a. Addressing labour relations issues as they arise;
 - b. Dismissing employees (in conjunction with the President of the Board of Directors and Personnel Committee Chair/members). See Section 10 of the Personnel Policy;
 - c. Creating and maintaining documents and files associated with hiring, dismissal, labour relations, attendance and performance management;
 - d. Maintaining confidential personnel files for each employee; and
 - e. Reporting as appropriate to the Board of Directors on a timely basis regarding personnel issues that arise.

Employees:

1. Carrying out duties as outlined in their job description, employment contract, performance reviews and discussions with the ED or designated supervisor.
2. Bringing to the attention of the ED any concerns regarding their duties and conditions of work; bringing to the attention of the Board of Directors any personnel issues they are not comfortable discussing with the ED.

Independent Contractors:

1. Carrying out duties as agreed upon with CC (may be verbal or written).
2. Submitting invoices in a timely manner.

GENERAL STANDARDS:

1. This policy supersedes all previous CC Personnel Policies, which are now considered to be rescinded.
2. This policy will comply with all applicable legislation related to the working conditions and rights and entitlements of permanent and temporary, full and part-time employees, and independent contractors in Ontario.
3. This policy is intended to enable all employees and independent contractors of CC to contribute to and enjoy a workplace in which creativity, innovation, diligence, professionalism and commitment to excellence may flourish in a culture of respect and collaboration.
4. Unless otherwise stipulated, all approvals and actions for personnel transactions, with the exception of grievances and dismissals, are as follows:
 - a. Board of Director approval and action for personnel transactions related to the ED.
 - b. ED approval and action for personnel transactions related to employees and independent contractors; this may be delegated as appropriate e.g., for summer students, interns and independent contractors.

POLICY:

1. Workplace Code of Conduct:

- a. Employees and independent contractors of CC will conduct themselves in an ethical, respectful, professional, collaborative and courteous manner with each other, CC volunteers, supporters, stakeholders and members of the public, adhering to the duties and behavioural competencies as outlined in their job description and performance review.
- b. Employees and independent contractors will uphold the reputation of CC within the community and the land trust movement.
- c. Employees and independent contractors will demonstrate the ability to work both independently and as a team, resolving conflict and collaborating on solutions as necessary.

2. Conflict of Interest:

See Conflict of Interest Policy.

3. Workplace Violence and Harassment:

See Workplace Violence and Harassment Policy.

4. Health and Safety:

See Health and Safety Policy and Guidelines for CC Staff in the Field.

5. Confidentiality:

- a. Any discussion and/or documentation regarding employment and personnel issues will be confidential and remain under the direction and control of the ED; from time to time certain employee information of a non-confidential nature may be used to support the work of CC, e.g., grant proposals, public presentations, award nominations, newsletters and social media.
- b. All information related to conducting the business of CC should be regarded as confidential unless identified otherwise. Employees and independent contractors will defer to the ED on matters of confidentiality and seek guidance from the ED if in doubt.
- c. Employees and independent contractors will use discretion in any discussion with CC members, volunteers, donors, stakeholders, supporters and members of the public regarding the business of CC.

6. CC Premises, Property and Equipment:

- a. CC premises and properties are smoke free and scent free.

- b. Employees are equally responsible for the care of shared equipment and the cleanliness and orderliness of common work areas, files and shared supplies and materials.
- c. Employees will maintain all work-related files, both paper and electronic in an orderly fashion so that, in case of absence, another employee can access required information as necessary.
- d. CC email, internet, office and field equipment are the property of CC and are not intended for personal use; software which is licensed to CC, is the property of CC and is not intended for personal use.
- e. Any equipment belonging to CC that is used by employees in carrying out their work must be returned in good condition upon termination of employment.
- f. Employees and independent contractors will use all CC equipment, supplies and resources in a responsible and sustainable manner; employees will identify the need for equipment maintenance or replacement as necessary.
- g. Unless agreed upon and documented otherwise, all work produced by employees and independent contractors of CC in carrying out their duties, remains the property of CC when the employee or independent contractor leaves their employment with CC including reports, studies, field notes, videos, raw data, etc.

7. Hiring:

- a. Hiring of employees will be carried out in a *manner that supports and promotes equity, diversity and inclusion at every level within the organization*. CC is committed to adhering to the *Ontario Human Rights Code* to ensure that it operates in an inclusive way. The hiring process will include:
 - 1. Ensuring the position is within the current budget allocation;
 - 2. Adhering to an open and transparent recruitment, application and/or selection process;
 - 3. Ensuring a fulsome candidate assessment against the job requirements as outlined in the job description; and
 - 4. Selection of top candidate and review of candidate's references prior to making an offer of employment.
- b. Once the selection process is complete, a letter of offer will be sent to the prospective employee outlining the job title and working conditions including starting date, end date (for a fixed term contract), salary/wages, entitlement to compensation for overtime, benefits, vacation entitlements, hours of work, probationary period (see Section 8, Probationary Period) and other conditions and expectations appropriate to the position, e.g., use of own vehicle. The employee will also receive a copy of their job description and a copy of the Personnel Policy. This letter of offer, once signed by the ED and signed back by the employee, may be considered as the employment contract.

- c. Orientation for a new employee will occur during the first week of employment including:
 - 1. Providing new employee with a copy of the Conflict of Interest Policy, Workplace Violence and Harassment Policy, Health and Safety Policy and other applicable information, e.g., volunteer handbook, staff guide for field work;
 - 2. Ensuring the employee completes appropriate documentation for receipt of health benefits as applicable;
 - 3. Providing an overview of the mission, mandate and governance of CC and a copy of the current Strategic Plan; and
 - 4. Discussing and documenting expectations for activities and outcomes for the employee's probationary period.

8. Probationary Period:

All employees will be subject to a probationary period of no less than three months from the date of employment. Employees will be notified in their letter of offer that they may not be entitled to notice of termination or pay in lieu of notice during the first three months of employment. This period may be extended at the discretion of the ED. Any extension will be communicated to the employee in writing with provision for the appropriate notice under the *Employment Standards Act* (ESA).

9. Resignations:

- a. The ED is requested to give a minimum of two months notice in writing to the President of the Board of Directors.
- b. All other employees are requested to give a minimum of two weeks notice in writing to the ED.

10. Termination of Employment With Cause:

- a. Termination without notice may take place if there is just cause including a breach of the employment contract, misconduct, failure to carry out assigned duties and responsibilities or contravention of CC policies and guidelines.
- b. Employment may cease immediately and CC is not required to provide a notice period or pay in lieu of notice.
- c. Prior to termination, the ED will meet with the employee to outline both verbally and in writing, the reason for termination.
- d. The final decision for termination rests with the ED. The ED will inform the President of the Board of Directors prior to the termination.
- e. A written letter of termination, signed by the ED, will be provided to the employee confirming the date of termination and payment of any applicable entitlements, including salary/wages, vacation, time in lieu, benefits surplus reimbursement and requesting the immediate return of specified CC owned property.

11. Termination of Employment Without Cause:

- a. Termination without cause may take place for reasons including lack of available work, a significant change to an individual job description or organizational structure where duties will be reassigned. There must be a significant change to the job description of 50% or more to justify terminating a position due to restructuring.
- b. The ED will meet with the employee prior to termination and outline verbally and in writing, the reasons and timeframe for termination. With the termination of an ED, the President and/or a delegation of the Personnel Committee will meet with the ED prior to termination and outline verbally and in writing, the reasons and timeframe for termination.
- c. Written notice of a minimum of two weeks will be given and as well as provision of payment of applicable entitlements owing to the employee.
- d. Severance pay and termination pay will be determined on a case by case basis in keeping with the requirements of provincial legislation.

12. Performance Management and Employee Development:

- a. Effective performance management and development is the result of ongoing discussion and feedback between employee and the ED; it is not an isolated annual event.
- b. Performance management includes discussing and agreeing upon tasks and accountabilities, expected behavioural competencies, anticipated results and learning goals for a specified period of time, usually a year, and meeting from time to time to review and discuss performance. Performance reviews may take place more frequently if needed, at the discretion of the Employer in the case of the ED, and at the discretion of the ED in the case of employees.
- c. In addition to ongoing discussions related to performance, a formal, annual performance review will be conducted regarding results and goals achieved as well as any observed deficits in performance and learning needs; this will lay the groundwork for subsequent performance and development planning for the following year.
- d. Appropriate costs for learning and development will be born by CC within budget constraints. Any such development opportunity must contribute to the employee's ability to carry out their current duties or in preparation for potential advancement within CC.
- e. Professional memberships and dues may be paid by CC within budget constraints and when approved by the ED.

13. Discipline:

- a. Employees are responsible for carrying out their work in conformity with CC's Code of Conduct and policies, according to the duties and behavioural expectations outlined in their job descriptions and as assigned in the Operational Work Plan and performance reviews. The following activities may result in disciplinary action:

1. Activities not in accordance with work requirements as outlined above.
 2. Activities in contravention of applicable workplace legislation or CC policies and procedures.
 3. Activities having a negative impact on the CC's image, public relations or ability to carry out its mandate.
- b. Disciplinary actions may include:
1. Verbal discussion between the employee and the ED, (or in a case involving the ED, the employer) regarding the perceived or identified performance deficit and expectations, including timelines for the conduct to improve and consequences should there be no change within specific parameters. A written report of the discussion will be placed on the employee's file.
 2. Opportunity for the employee to respond to the allegations of inappropriate conduct.
 3. If there is no, or insufficient change in conduct, a written warning will be given to the employee confirming the identified performance deficit, the expectations for change and the consequences should the conduct not change up to and including suspension or termination.

14. Grievances:

Employees are expected to work respectfully with one another and comply with the duties and expected behaviours as outlined in job descriptions, legislation and CC Code of Conduct and policies. From time to time, an employee may have concerns about another employee's behaviour or about working conditions including salary/wages, assigned duties, hours of work, or other matters involved in the employer/employee relationship. The following steps should be followed:

- a. If an employee has a concern about another employee's behaviour, where possible, it should be addressed initially by the parties involved. See Workplace Violence and Harassment Policy, if applicable.
- b. If an employee has a concern about working conditions, it should be addressed with the ED for staff or with the President of the Board of Directors for the ED.
- c. If no change occurs or if the concern is not addressed to the satisfaction of the employee, the employee has the option of bringing their concern to the attention of the Chair of the Personnel Committee. The President of the Board of Directors will be notified by the Chair of the Personnel Committee if this occurs.
- d. The Chair of the Personnel Committee will meet with the employee and may meet with others to fully understand the concern and may attempt an informal resolution. The Chair of the Personnel Committee will advise the President of the Board of Directors of the outcome of this meeting.
- e. If the employee continues to be dissatisfied, the employee may submit a formal grievance in writing to the Chair of the Personnel Committee. The committee chair will

notify the President of the Board of Directors and the ED that a written grievance has been received.

- f. The Chair of the Personnel Committee may meet again with the employee and/or others in an attempt to reach a resolution and will notify the President of the Board of Directors of the outcome of this meeting.
- g. If no resolution is reached, the matter will be considered by an Ad Hoc Grievance Committee consisting of two Board of Director members appointed by the President and a representative of the Personnel Committee. The Ad Hoc Grievance Committee will determine appropriate process and action. No substantive decisions will be made by this committee without hearing from the employee and the ED.
- h. The employee, the ED and the President of the Board of Directors will be informed in writing by the Ad Hoc Grievance Committee of the process followed and any decisions reached. The decision of this committee is final.
- i. Where the grievance is filed by an employee against the ED, the Chair of the Personnel Committee will inform the President of the Board of Directors and the rest of the Personnel Committee and a decision will be made about appropriate next steps and actions.
- j. Copies of the written grievance, notifications and decisions will be kept in the employee's personnel file.

15. Compensation:

CC recognizes that fair compensation within budget constraints and relative to other environmental organizations and the local employment market, is important in attracting and retaining good employees.

- a. The compensation package for permanent employees is approved by the Board of Directors within budget constraints and includes the following:
 - 1. Annual salary grid or hourly wages;
 - 2. Annual cost of living increment;
 - 3. Annual vacation entitlements;
 - 4. Health care benefits;
 - 5. Monthly cell phone allowance; and
 - 6. Access to paid learning and development activities consistent with the annual performance review.
- b. The compensation package for temporary employees and independent contractors will be determined on a case by case basis by the ED within budget constraints.
- c. Compensation will be reviewed from time to time by the Personnel Committee as directed by the Board of Directors.
- d. Employees will be paid on a bi-weekly basis. Bi-weekly pay will include all statutory deductions and mandatory employer contributions.

- e. Benefits will be available to a permanent employee following the conclusion of the probationary period. Benefit surplus funds will be paid out to the affected employee once these funds have been reimbursed to CC.

16. Hours of Work:

- a. Full time employees will be paid for up to 37.5 hours per week.
- b. Part time employees will be paid according to the number of hours outlined in their employment contract.
- c. All employees are generally expected to complete their work hours between Monday and Friday and between the hours of 7:00 a.m. and 6:00 p.m. unless required to attend a work-related function outside of those hours. An employee's individual work schedule should be consistent from day to day and will be approved by the ED. An employee may be asked to alter their individual work schedule to meet operational requirements.
- d. CC offers the following flexible work schedules subject to operational needs:
 - 1. Compressed work week: a full-time employee completes 37.5 hours of work within 4 days.
 - 2. Flexible working hours: an employee may choose when to start and when to finish their workday within the office hours of 7:00 a.m. to 6:00 p.m.
 - 3. Working remotely: an employee may, at the discretion of and with prior approval from the ED, work remotely. Permission to work remotely may be revoked if work effectiveness is not maintained.
- e. Employees are entitled to all mandatory, legislated breaks during the work day.

17. Statutory Holidays:

CC recognizes the following holidays:

- New Year's Day,
- Family Day,
- Good Friday,
- Victoria Day,
- Canada Day,
- Civic Holiday,
- Labour Day,
- Thanksgiving Day,
- Christmas Day, and
- Boxing Day.

Employees will be paid for these days if they fall within their terms of employment.

18. Overtime:

Working beyond normal working hours may be required from time to time in order to carry out the business of CC. Extensive use of overtime is discouraged for all employees. Should it occur, the ED and employee may need to review such issues as workload, time management, setting priorities and working efficiently within the normally scheduled work week. Per the employment contract signed at the time of hire, overtime will be compensated by time off in lieu as follows:

- a. For full time management and supervisory employees, hours worked beyond 37.5 hours per week will be compensated by equivalent time off in lieu of overtime worked.
- b. For all other full-time employees, hours worked beyond 37.5 hours up to and including 44 hours per week will be compensated by equivalent time off in lieu of time worked; time worked beyond 44 hours per week will be compensated at time and a half off in lieu of time worked. Prior to accumulating overtime hours beyond 44 hours per week, an employee must seek approval of the ED.
- c. For part time employees, hours worked beyond their normal work week as outlined in the employment contract, will be compensated by equivalent time off in lieu of hours worked.
- d. Time in lieu may be banked but should be used within three months of being earned or within twelve months with the agreement of the employee.

19. Vacation:

- a. Vacation time is available after the conclusion of the probationary period. Employees are encouraged to take their allotted annual vacation time.
- b. Weeks of vacation for full time staff are commensurate with completion of years of service:
 1. Completion of probationary period to four (4) years of service – three (3) weeks vacation.
 2. Completion of five (5) to fourteen (14) years of service – four (4) weeks vacation.
 3. Beyond fourteen (14) years of service – five (5) weeks or as determined.
- c. All vacation time must be pre-approved by the ED.
- d. Vacation time must be used within the year it is earned unless prior approval to carry it over is granted by the ED. An employee may not carry over more vacation time than their annual vacation entitlement.
- e. Vacation time for the ED is subject to negotiation with the Board of Directors.

20. Leaves:

The entitlements for Leaves of Absence set out in Section 20 do not diminish or derogate from the provisions for Leaves of Absence set out in ESA. In the event that any clarity is needed with respect to the meaning of words or phrases set out in this Section 20, reference may be made to ESA.

a. **Sick Leave:**

1. Employees are eligible for six (6) days of paid sick leave per annum following completion of the probationary period and subject to approval by the ED.
2. Unused sick days are not transferrable to the next year and are not paid out at the end of the year or upon termination of employment.
3. Sick leave may be extended beyond six (6) days per annum at the discretion of the ED as paid or unpaid leave or combined with available vacation time or banked time in lieu.
4. Employees will notify the ED as soon as possible of each day taken as sick leave.
5. The ED (or in a case involving the ED, the employer) may request a note from a medical practitioner, outlining when the employee was seen, when the employee may reasonably be expected to return to work and any restrictions to resuming their normal duties; the ED may ask for confirmation that the employee was examined by the medical practitioner issuing the note. The ED may not ask questions regarding the medical diagnosis or treatment of the employee.
6. Every reasonable attempt will be made to provide temporary accommodation when the employee returns to work following a sick leave including working part time hours, altered duties, or working remotely; if permanent accommodation is required, it will be dealt with on a case by case basis by the ED (or in a case involving the ED, the employer).

b. **Compassionate Leave:**

The ED may grant up to three (3) days of leave with pay in the event of the death of a close family member or for a critical family situation. Extension beyond three days may be granted, with or without pay, at the discretion of the ED or combined with available vacation or banked time in lieu.

c. **Jury and Witness Duty:**

Up to five (5) days leave with pay (after deducting jury pay) will be granted to employees who are called for jury duty or required by law to appear as a witness. An extension may be granted with pay at the discretion of the ED.

d. **Leave Without Pay:**

1. An employee will be granted pregnancy, parental and family medical leave in accordance with ESA.
2. The employer may grant extended leave without pay at the request of an employee.
3. If the employer finds that leave granted beyond the limits of ESA has a negative effect on operations without a replacement worker, the employer will not guarantee the employee a position at the conclusion of the unpaid leave. If this is the case, the employee will be informed in writing of the employer's decision and may be given the opportunity to conclude their unpaid leave in order to maintain their position with CC.

21. Travel Expenses:

- a. When using a personal vehicle on CC business, kilometres travelled will be reimbursed at a rate approved annually by the Board of Directors as part of the budget process.
NOTE: Employees are encouraged to consult with their vehicle insurance carriers as to whether they need Supplementary Business Insurance (SBI) to use their car for work.
- b. Parking, public transit and car rental costs may be approved by the ED as appropriate.
- c. If the ED pre-approves a trip involving an overnight stay, reasonable accommodation, and meal costs will be approved and paid out upon provision of appropriate receipts by the employee. Alcohol is not an eligible expense.
- d. In the case where more than one employee is travelling to the same location or event, employees are encouraged to car-pool in order to reduce travel costs.