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BCSA HR Employee Policy

BCSA Board, Approved on September 26th, 2018.

1. OBJECTIVE

1.1. This policy guides the employment practices of the British Columbia Sailing Association of (BCSA).

2. FIELD OF APPLICATION

This policy applies to all full time, part time and contract employees of BCSA.

2.1. This policy and the Employment Standards Act of British Columbia shall govern the terms and conditions of employment for BCSA fulltime Employees.

2.2. All full-time employees shall enter into a written contract of employment with BCSA. From time to time, BCSA may hire contractual employees.

2.3. The terms and conditions of employment for contract employees shall be governed by the terms of their contracts with BCSA.

2.4. From time to time BCSA may hire casual employees. The terms and conditions of employment for casual employees shall be governed by the Employment Standards Act of British Columbia.

2.5. The Board of Directors shall be responsible for the implementation of this policy, and for all decisions relating to hiring, firing and promoting (by way of salary increases) full-time employees.

3. DEFINITIONS

3.1. Contract Employee: an employee who is employed to complete a specific task or project, for a specific cost, within a specific time.

3.2. Full Time Employee: an employee, who is solely employed by the BCSA, works a minimum of 37.5 hours per week and receives an annual salary and benefits paid.

3.3. Part Time Employee: an employee who is employed by the BCSA and works less than 37.5 hours per week but more the 7.5 hours per week and receives an annual or hourly salary and may be eligible for benefits.

3.4. Casual Employee: an employee who is employed in a specified capacity from time to time, normally to relieve severe workload situations, but who is not entitled to employee benefits.

3.5. Personal Service Contract: is a contract with an individual for that individual to provide specific services to the organisation for a specified period but who is not entitled to employee benefits.

4. PRINCIPLES

4.1. BCSA recognises its employees' right to work in a safe environment which promotes equal opportunity for all, prohibits discriminatory practices and harassment of any kind, and in which all individuals are treated fairly and with respect and dignity.

4.2. BCSA recognizes that providing for its employees' personal, family, and health related needs, will affect their personal well-being and their ability to work effectively.

4.3. BCSA believes it has a responsibility to encourage the professional and personal development of its employees and consider the opinions of employees participating in discussions that affect their work and their careers.

4.4. BCSA believes that all sensitive and personal employee information must be kept strictly confidential, except where BCSA is required by law to disclose such Information.

4.5. BCSA believes that all employment shall be on the basis of merit, qualifications and competence. There shall be no discrimination by management, members or employees against any applicant or employee because of race, national origin, colour, religion, age, sex, marital status or physical handicap.

4.6 All BCSA Policies including but not limited to: Finance; Travel and Expense; Code of Conduct; Alternate Dispute Resolution; Harassment (Bullying); Equality and Access; Fair Play; Personal Information Protection Act (PIPA); Volunteer and Employee Screening and Conflict of Interest are aligned with the BCSA Employee policy.

5. POLICY STATEMENT

5.1. BCSA is committed to fair and equitable practices in employment.

6. PROVISIONS

6.1. Hiring Practices

6.1.1. BCSA employees may be engaged on a full-time, part-time, short term contract or special project contract basis. Personal service contracts shall not be used for full-time employees or part-time employees where the nature of the relationship is that of an employer-employee, as defined in the Revenue Canada Income Tax Act.

6.1.2. All job vacancies shall be posted. The scope of posting and announcement shall be determined by the requirements of the position and the availability of suitable candidates.

6.1.3. All candidates shall be screened against predetermined required minimum criteria. Accepted candidates shall be granted an interview before a hiring committee of not less than three (3) people. The Executive Director (ED) shall be a member of the hiring committee for all other office staff. The other hiring committee members shall be chosen by the ED, from among but not limited to, the Board, Committee chairs and staff, as appropriate to the position being filled. The Board of Directors shall hire the ED.

6.1.4. Successful candidates may be reimbursed for personal costs comprised of travel and accommodation for interview purposes, and relocation costs comprised of personal (family) travel and moving of household belongings.

6.1.5 No candidate shall be hired for a position where they may report to, or supervise a member of their immediate family. Immediate family is defined as: parent(s), step parent(s), foster parent(s), sibling(s), grandparent(s), spouse (including common law a/o same sex partner), step child(ren) or ward of the staff member, father-in-law or mother-in-law (including parent of same sex partner). Personal relationships with other employees or members of BCSA's Board of Directors or Committees of BCSA should be disclosed prior to accepting any offer from the employer. Failure to disclose this information would be considered contradictory to the Code of Ethics policy

6.2. Terms of Employment

6.2.1. Upon hiring all employees will be provided with the BCSA Employees Human

Resource Employee Handbook which includes the following documented information on operational and administrative procedures.

6.2.2 All new employees to BCSA shall receive an orientation session which will encompass an overview of general policies, procedures and operations.

6.2.3. All full time, part time employees and contractors shall be subject to a probation period of not less than three (3) months and not more than nine (9) months, at the end of which a performance review will determine whether or not the employment will continue.

6.2.4 Attached to an Offer of Employment will be a description of the job and the associated responsibilities, along with any additional tasks possibly required. This document will be used to evaluate performance both during the probation period and after. If an employee is unsure of its contents, they should not hesitate to ask for clarification.

From time to time, it may be necessary to amend an employee's job description. These amendments will be discussed with the employee in advance however, the final decision on implementation will be made by the Executive Director or the Board of Directors.

6.2.4 BCSA does collect personal information for inclusion in personnel files. This information is available to the employee, the Executive Director and the administrative assistant. This information is kept in a secure location, and is not shared with members of our Board or with our funders. Information which is contained in an employee's personnel file includes the following: résumé, letter of offer, performance reviews, amendments to job descriptions, disciplinary notices, tax forms, copies of enrolment forms for benefits and approved leave requests.

6.3. Compensation

6.3.1. The total salary and benefits paid to or on behalf of an employee shall be considered the employee's compensation package.

6.3.2. Salary compensation may take the form of an hourly rate of pay or annual salary for part time employees, an annual salary for full-time employees, or a fixed sum for special contract employees. Incentive pay or performance bonuses may be included in contracts only if approved by the Board of Directors. Salary compensation will be based on required knowledge and education of the position, skills, experience, marketplace rates and the BCSA's ability to pay.

An annual review of salary shall be done by the Executive Director. Annual salary rates of pay shall be reviewed annually by the Executive Director.

The Board will approve the Executive Director's contract. Annual performance and salary reviews will be done by a committee of the Board led by the Chair.

6.3.3. Employees shall receive the following benefits as part of their total compensation package:

a) Comprehensive group benefits plan which provides health, medical and dental coverage, long-term and short-term disability and life insurance, the premium for which may be shared equally between BCSA and the employee.

b) Parking at the site of the office of BCSA.

c) Professional Development support will be provided to all employees in the form of training, courses, conferences, memberships/professional dues or special Requests.

d) Contribution to a RRSP

6.3.4. Other benefits must be approved by the Board of Directors.

6.4. Time in Lieu (TIL)

6.4.1. Employees who are required to work on weekends, holidays or evenings, in the course of their normal duties, shall be granted time-off on a regular time basis, that is, time in lieu. Time in lieu (TIL) shall normally be taken within a set period immediately following the work period, if operational requirements permit. Otherwise, TIL may be deferred to a less busy time, mutually agreed upon by the employee and Executive Director.

6.4.2. The office may be closed at the discretion of the Executive Director before or after holiday periods, such as Christmas and New Year's, for the purpose of reducing employees' accumulated TIL.

6.4.3. All TIL accumulated must be used up by year end.

6.4.4. Employees shall be reimbursed for up to a maximum of 15 days of TIL credits outstanding when employment is terminated.

6.5. Performance Review

6.5.1. All full-time and part-time employees are entitled to ongoing performance

feedback and at least one annual oral performance review and written evaluation. The performance review shall be based on performance goals mutually established at the beginning of the annual review cycle. If appropriate, feedback will be requested from multiple parties who have personal knowledge of the employee's work.

6.5.2 Each employee will be responsible for developing their respective workplan for the year. This plan will be reviewed by the Executive Director and amended as necessary. At the time of the performance appraisal, the employer and employee will review the objectives and the results achieved. Throughout the year, the employee and employer may refer to this document to track progress made toward objectives, highlight areas of concern and indicate challenges identified along the way.

6.5.3. In situations of serious performance problems an oral review and written evaluation should be done as required.

6.5.4. If the employee's performance is below satisfactory, the Executive Director will discuss with the Employee the specific problems, the level of performance that is required, and the time frame for achieving that level.

The Executive Director will help the Employee to improve his or her performance through appropriate corrective action including, but not limited to, daily work review and feedback, further training and/or counselling. All discussions regarding unsatisfactory performance will be documented and placed in the employee's personnel file. If performance does not improve according to the time frame, which has been discussed, the Employee may be terminated for cause.

6.5.5. If an employee's unsatisfactory performance has no identifiable and correctable reason, the situation will be treated as one of a disciplinary nature. Appropriate disciplinary steps will be taken including a verbal warning, a written warning, suspension without pay and finally dismissal.

All disciplinary actions must be supported by detailed written documentation.

6.5.6. Where an employee disagrees with the performance evaluation, and feels that he/she has been treated unfairly, the employee shall have the right to appeal the decision as specified in the Appeals Policy.

6.6. Termination

6.6.1. Notice of termination shall not be required for an employee discharged for Cause.

6.6.2. An employee who breaches the confidentiality of information obtained as a result of employment with BCSA, may be subject to termination without notice.

An employee who it is established by evidence, witness or conviction, has stolen BCSA property, or stolen property at a BCSA event, may be terminated without notice.

An employee who is convicted of criminal offences outside of any BCSA connection may be subject to a notice of termination.

6.6.3. Unsatisfactory work performance shall be cause for termination only if all the appropriate corrective actions and consultative steps, as outlined in 'Performance Review', have been exhausted, and a reasonable time frame for improvement has elapsed.

6.7 Professionalism

6.7.1 When representing BCSA, staff should dress and behave appropriately. Employees should choose to dress in a manner, which presents a professional image to the public and is respectful of others. Whenever possible staff shall wear the BCSA logo. Excessive use of profanity and negative communication

regarding BCSA affairs or member is neither professional nor respectful to co-workers and will not be tolerated.

6.8. Statutory Holidays

6.8.1. All employees shall be entitled to the following paid statutory holidays:
The Province of British Columbia has twelve (12) public holidays and other days for which staff will be paid.

They are:

New Year's Day (January 1)
BC Family Day (Second Monday in February)
Good Friday (Friday before Easter Sunday)
Easter Monday (Monday after Easter)
Victoria Day (Monday before May 25)
Canada Day (July 1)
British Columbia Day (First Monday in August)
Labour Day (First Monday in September)
Thanksgiving (Second Monday in October)
Remembrance Day (November 11)
Christmas Day (December 25)
Boxing Day (December 26)

In the spirit of family and after consultation with the Board, the Executive Director reserves the right to close the office between Christmas and New Year's to enable employees to spend time with their families. This will be reviewed annually and will depend on operational requirements. These non-statutory days will have no impact on employee vacation or lieu time.

6.9. Vacation Leave

6.9.1. All employees shall be entitled to ten (10) days of earned annual leave during their first year of employment. In their second to fifth years of employment, employees shall be entitled to fifteen (15) days of annual leave; in the sixth to 10th years of employment, employees shall be entitled to twenty (20) days of annual leave and any subsequent years of employment, employees shall be entitled to a maximum of twenty-five (25) days of annual leave.

6.9.2. Employees shall be entitled to carry over, to the following year, up to a maximum of five (5) days of annual leave with permission of the immediate Executive Director.

6.9.3. An employee who is terminating employment shall be reimbursed for all unused vacation leave on a pro rata basis.

6.9.4. Other vacation leave shall be approved by the Executive Director.

6.10. Sick Leave

6.10.1. All full-time and part-time employees shall be entitled to six (6) sick leave days per year. The ED may request a doctor's certificate for any period of sick leave exceeding three (3) days. There will be no carry forward of sick leave days.

6.11. Other Leave with Pay

6.11.1. Employees shall be entitled to five (5) days bereavement leave for the death of a member of their immediate family. Immediate family includes: spouse or equivalent, child, parent, parent-in-law, brother or sister.

6.11.2. Employees shall be entitled to two (2) days bereavement leave for the death of a grandparent.

6.11.3. Employees shall be entitled to five (5) days paternity leave; five (5) days leave for the adoption of a child; and five (5) days for the birth of a child.

6.11.4. Employees shall be entitled to five (5) days jury duty.

6.12. Leave Without Pay

6.12.1. Employees shall be entitled to up to 17 consecutive weeks of maternity leave and an additional thirty-five (35) weeks parental leave for a birth mother and thirty-seven (37) weeks for fathers or adopting parent.

6.12.2. Employees shall be entitled to five (5) days for Family Responsibility Leave to attend to the care, health or education of a child in the employee's care, or to the care or health of any other member of the employee's immediate family. An employee may be granted leave without pay for a period up to one year at the discretion of the Board of Directors.

6.12.3. Employees shall be entitled up to eight (8) weeks to care for their families during a serious medical crisis without fear of losing their jobs (within a period of 26 weeks).

6.12.4. An employee may be granted leave without pay for a period up to one year

6.12.5. An employee's benefits may be continued during any leave without pay upon payment by the employee of 100% of the premiums for those benefits.

6.13. Expenses

6.13.1. An employee shall be entitled to be reimbursed for expenses incurred by the Employee in connection with the Employee's duties.

6.13.1. An employee will receive reimbursement based current market rates as identified by Revenue Canada.

6.14. Resignation

6.14.1 After completion of the probationary period, employees must give the Employer two (2) weeks' notice of resignation. The Employer may waive the resignation notice period in whole or in part at any time by providing payment of regular wages for the period so waived.

6.15. Lay Off

6.15.1 Lay Off requirements are subject to change based on workload and the funding levels received on an annual basis. All efforts will be made to keep staff in a position similar, in scope and salary, to that they have become accustomed to. If BCSA is unable to do this, then employees will be eligible for compensation based on the BC Employment Act.

6.16. Employer Property

6.16.1 Upon termination of employment for any reason, all items of any kind created or used pursuant to the employee's service or furnished by the Employer including but not limited to computers, reports, files, diskettes, manuals, literature, confidential information, or other materials shall remain and be considered the exclusive property of the Employer at all times, and shall be surrendered to the Executive Director, in good condition, promptly and without being requested to do so.

6.16.2 Confidential information, obtained through employment with BCSA must not be used by an employee for personal gain or to further an outside enterprise.

6.16.3 Any intellectual property, such as trademarks, copyrights and patents, and any work created by an employee in the course of employment at BCSA shall be the property of BCSA and the employee is deemed to have waived all rights in favour of BCSA. Work, for the purpose of this policy refers to written, creative or media work. All source material used in presentation or written documents must be acknowledged.

6.16.4 Any storage devices (CD's, USB's, Floppy Discs) used by employees for BCSA business are BCSA property. Furthermore, it should be understood by employees, that company equipment should be used for company business only. Downloading of personal materials on company equipment can be harmful to said equipment and should not be done.