

OCIC Personnel Policy

Last approved by the Board of Directors November 2015

Preamble

OCIC's work, both internally and as a collective of members, is grounded in our shared vision of global social justice, human dignity and participation for all. Our policies are designed to meet OCIC's internal needs as an organization, however they are guided by ideals about anti-oppression, human rights, international cooperation, and the appropriate meeting of human needs articulated in a multitude of places by multilateral bodies, states, and civil society groups.

All OCIC policies and activities are informed by our Vision, Mission, Mandate, and Strategic Directions. Mindfulness of the spirit and letter of these documents is central to the integrity of the Council, as is compliance with the *Canadian Council for International Cooperation (CCIC) Code of Ethics*, the *Istanbul Principles for CSO Development Effectiveness* and OCIC's Anti-Oppression Policy and Women's Rights and Gender Equality Policy.

Definitions

An "employee" in this policy refers to a person who is employed by OCIC to do any work for hire or reward under an employment contract.

A "full-time employee" is an employee who works at least 35 hours per week.

A "part-time employee" is an employee who works 21 or less hours per week.

A "permanent employee" is an employee who is hired under a long-term, standing contract.

A "contract employee" is an employee who is hired for a specific term ranging from a specific number of hours or weeks, to 12 or more months.

The term "supervisor" means the President of the Board of Directors, in the case of The Executive Director, and means the Executive Director, in the case of all other employees.

Unless otherwise stated, the OCIC Personnel Policy applies to all employees, with the exception of articles related to vacation and benefits. Employees hired for periods of less than 12 months and part-time employees are not entitled to vacation and benefits, but are entitled to vacation pay in accordance with Ontario's *Employment Standards Act, 2000* ("Employment Standards Act").

Statement of Philosophy

The purpose of OCIC's Personnel Policy is to define the rights and responsibilities of its employees, as well as the rights and responsibilities of OCIC as an employer. The OCIC Personnel Policy is a living document, reviewed and revised by the Personnel Committee on a periodic basis. The "Personnel Committee" is comprised of Board Directors, the Executive Director, and others as defined in the Personnel Committee's Terms of Reference. The Personnel Policy and all changes to this policy must comply with the Ontario Employment Standards Act, and must be approved by the Board of Directors.

OCIC's mandate is reflected in an attitude of self-determination and shared responsibility with its members. It is the objective of OCIC to treat its own employees accordingly. OCIC therefore

endeavours to develop personnel policies, practices and procedures that respect with the following principles and ideals:

- that employees are treated with dignity, justice and equity
- that employees are afforded opportunities to be creative and grow professionally and personally in their roles
- that employees perceive the value of their work and of themselves to OCIC, its members, and to society at large

1.0 Human Rights

In accordance with the Ontario Human Rights Code, every employee will be treated without any discrimination, interference, restriction or coercion on the matter of hiring, firing, training, upgrading, promotion, transfer, lay-off, recall, discipline, regardless of age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status (including single status), gender identity, gender expression, record of offences, sex (including pregnancy and breastfeeding), sexual orientation.

- 1.1 Every employee, upon due notice to their supervisor, will be permitted to observe the religious obligations and practices of their faith.
- 1.2 Every employee has the right to freedom from harassment based on age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status (including single status), gender identity, gender expression, record of offences, sex (including pregnancy and breastfeeding), sexual orientation.
- 1.3 Every employee has the right to register human rights complaints, as per the employee grievance procedures outlined in Article 15, and every employee has the right to bring forward a complaint of workplace violence or harassment as per OCIC's Policies on Workplace Harassment and Workplace Violence.
- 1.4 In upholding these principles, OCIC will abide by Ontario's Human Rights Code and its policies regarding workplace discrimination and harassment.

2.0 Job Descriptions

- 2.1 Every employee will have a job description.
- 2.2 The job description of the Executive Director will be reviewed by the Personnel Committee and approved by the Board of Directors every three years, and/or following the approval of each strategic plan.
- 2.3 Job descriptions of all other employees will be developed by the Executive Director and reviewed by the Personnel Committee on a periodic basis.

3.0 Employment Procedure

- 3.1 OCIC employment opportunities will be circulated internally to qualified candidates, and/or broadly through OCIC communications channels and other public mechanisms, on the joint discretion of the Executive Director and Personnel Committee.
- 3.2 All applications will be submitted electronically, and will include a resume, cover letter and a minimum of two professional references.
- 3.3 Professional training, relevant and related experience, education, and personal qualifications appropriate to the responsibilities of the position will be regarded as desirable factors in the selection process.
- 3.4 A minimum of two professional references will be checked prior to any offer of employment.
- 3.5 Applicants for the position of Executive Director will be reviewed by a hiring committee comprised of at least two members of the Board of Directors and one member of the Personnel

Committee. The committee will conduct interviews, check references, and make recommendations. The Board of Directors will make final decisions on employment offers.

- 3.6 Applicants for all other positions will be reviewed by a hiring committee comprised of the Executive Director and at least one member of the Personnel Committee. On the discretion of the Executive Director, the Committee may also include one or more employees. The Committee will conduct interviews, check references, and make recommendations. The Executive Director will make final decisions on an employment offer.
- 3.7 Offers of employment will be provided in writing, and will include a job description, compensation details, terms of probation, a copy of OCIC's Personnel Policy, reference to the Employment Standards Act, and any other pertinent information.
- 3.8 Any member of any hiring committee must declare their personal relationship with a prospective employee to the Personnel Committee in advance of their interview process. The Personnel Committee will then determine whether a conflict of interest is present.

4.0 Orientation & Probation

- 4.1 It is the responsibility of the supervisor to ensure full orientation of each new employee.
- 4.2 A probationary period is a required condition of any contract exceeding six months. The probationary period will generally be three (03) months, but may be extended upon recommendation of the Executive Director, with the approval of the Personnel Committee.
- 4.3 A written evaluation signed by the employee and their supervisor will occur at the end of the probationary period. Any significant concerns arising during the interim will be communicated verbally and in writing.
- 4.4 Additional evaluations may be scheduled at the discretion of the supervisor, as needed.
- 4.5 During the probationary period, employment may be terminated verbally and in writing by either party.
- 4.6 The employer has the option to waive the probationary period for an employee whose contract is renewed after successful completion of a previous contract.

5.0 Performance Management

- 5.1 All employees will receive an annual performance review by the Executive Director, identifying strengths and areas for improvement within the scope of their job description. This review will include a self-assessment component.
- 5.2 Where an employee contract is renewed, the employee and supervisor will develop a professional development or performance improvement plan reflecting the assessment provided in the annual performance plan, or both, and a revised job description, to the extent applicable.
- 5.3 The Executive Director will be evaluated by the President of the Board of Directors and one additional Board Director, with the support of the Personnel Committee. This evaluation shall be in the form of a 360-degree performance review and self-evaluation every other year, with only a self-evaluation on the off years. All employees and a selection of members and other key stakeholders that work with the Executive Director will have an opportunity to provide confidential written comments to the Personnel Committee for consideration in this evaluation.
- 5.4 All other employees will be evaluated by the Executive Director. A selection of peers, members and other key stakeholders that work with the employee will have the opportunity to provide confidential written comments for consideration in this evaluation. An electronic copy of each performance review will be shared with the Personnel Committee.
- 5.5 Supervisors are expected to give feedback to employees on a regular basis. If problems are identified between regularly scheduled evaluation periods, the supervisor will notify the

employee of the problem, and will give ample opportunity and reasonable assistance to the employee to improve. Continued problems, which are not resolved, will be cause for dismissal.

5.6 Supervisors also recommend salary adjustments based on performance, generally effective at the commencement of the fiscal year.

6.0 Work Schedules

- 6.1 The nature of work at OCIC makes it difficult at times to adhere to regular office hours. Employees should be aware that overtime, evening or weekend work or travel may be required. OCIC recognizes this commitment, and supports employees' use of overtime accrued.
- 6.2 Full-time employees are expected to work 37.5 hours per week, and must consult with their supervisor to determine an individual schedule that ensures all duties are undertaken as expected.
- 6.3 Authorized overtime [*for full-time employees*] will be compensated by equivalent paid time off within three months of the workweek in which the overtime was earned or at a time mutually agreed upon by the employee and their supervisor within 12 months of that workweek. Overtime will not be otherwise compensated monetarily. Overtime may be accrued up to a limit of 35 hours at any one time.
- 6.4 A maximum of five consecutive overtime days may be taken with mutual agreement of the employee and their supervisor. Absences of longer than three days must be requested in writing.
- 6.5 Each employee must submit detailed timesheets including a record of overtime accrued to their supervisor on the last day of each month.
- 6.6 Overtime compensation must be taken by the end of each fiscal year, and cannot be carried forward to the following year.

7.0 Public Holidays

- 7.1 The following nine statutory holidays are granted to all employees with pay: New Years Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.
- 7.2 Full-time employees will also receive time off with pay for Easter Monday, Civic Holiday and the three working days, which fall between Boxing Day and New Year's Day.
- 7.3 Consideration will be given to employees that observe religious holidays not coinciding with holidays mentioned in 7.1. In consultation with their supervisor, these employees may substitute recognized statutory holidays, regular vacation days or accrued overtime, or take leave without pay.
- 7.4 When any of the above holidays fall on a Saturday or Sunday, OCIC will observe the holiday on Friday or Monday.
- 7.5 Part-time employees will be paid for statutory holidays on a pro-rated basis in accordance with the Employment Standards Act.

8.0 Vacation

- 8.1 All full-time employees who have satisfactorily completed their probationary period will be entitled to vacation days with pay on the following basis:
- In the first two years of employment, from the hiring date – 15 working days.
 - Three or more years of employment – 20 working days.
- 8.2 All requests to use vacation time must be approved by the employee's supervisor. Absences of longer than three days must be requested in writing and submitted at least four weeks prior to planned absence.

- 8.3 The employee shall endeavour to take all of their vacation time with a one month grace period from the anniversary of their employment, but may bank up to five days to be taken within the first six months of the following year. No additional carryover of vacation time is allowed unless granted in writing by special permission of the supervisor.
- 8.4 In calculating vacation time, a working day means a normal 7.5 hour business day. A statutory holiday falling within a vacation period will be counted as a statutory holiday and not as a vacation day.
- 8.5 Should an employee commence sick leave, pregnancy leave or parental leave prior to their scheduled vacation, the employee shall be considered to be on leave until they return to work, and the vacation shall be rescheduled.
- 8.6 When an employee ceases to be employed by OCIC or takes an unpaid leave of absence as set out in Article 13, the employee will be compensated for any unused vacation benefits accumulated at the time of cessation of employment or commencement of the leave of absence. Similarly, the employee must pay back all vacation days taken to which they were not entitled, at the time of cessation of employment or commencement of the leave of absence.

9.0 OCIC Benefits

- 9.1.1 Full-time employees (**only**) who have satisfactorily completed their probationary period are entitled to:
- 6% of the employee's salary in lieu of paid health benefits; if an employee wishes to opt into the optional benefits plan available to OCIC employees, premiums will be deducted on a monthly basis from the 6%
 - 5% of all full-time employees' salaries (distributed equally between full-time employees), to be directed to an individual RRSP plan of the employee's choice. All employees must provide the supervisor and the OCIC bookkeeper evidence of RRSP contributions made by February of each calendar year.

10.0 Sick Leave

- 10.1 Employees must notify their supervisor in writing and by phone at the earliest possible opportunity, when it is necessary to be absent due to illness. Sick leave with pay will accumulate at the rate of one day per month, to a total of 12 days per year, for full-time employees, and will be pro-rated for part-time employees.
- 10.2 Unused sick leave does not entitle a departing employee to any compensation.
- 10.3 A medical certificate will be required after absence due to illness of three consecutive working days, or 10 working days in any two-month period.
- 10.4 Where illness necessitates absence from work for a period longer than the employee's accumulated sick leave, on recommendation of the supervisor the matter may be referred to the Personnel Committee. The Board may, at its discretion, grant a leave of absence with financial compensation where an employee is not covered by disability or other benefits.
- 10.5 The employee may use their sick days in the case of illness of an immediate family member. Immediate family is defined as spouse, common law partner, children and parents.

11.0 Compassionate Leave

- 11.1 Full-time employees will be entitled to up to five consecutive work-days compassionate leave, without loss of pay or benefits, in the case of death of a parent, spouse, common-law partner, child, step-child, brother or sister.

- 11.2 A full-time employee will be entitled to up to three consecutive work-days compassionate leave, without loss of pay or benefits, in the case of death of a grandparent, grandchild, son-in-law, daughter-in-law or guide dog.
- 11.3 A supervisor may grant a full-time employee up to three consecutive work days compassionate leave, without loss of pay or benefits, for serious illness of an immediate family member.
- 11.4 Where funeral services for leaves taken for the purposes outlined in Articles 11.1 and 11.2 occur outside Ontario, such leave will be extended to include reasonable travel time not to exceed three (03) days when the service is in North America, and 10 days when the services are elsewhere.

12.0 Pregnancy and Parental Leave

- 12.1 An employee intending to request pregnancy or parental leave, or both, is required to notify their supervisor in writing at the earliest possible opportunity.
- 12.2 Birth mothers are entitled to take 17 weeks of unpaid job-protected pregnancy leave and 35 weeks of unpaid job-protected parental leave. All other new parents can take up to 37 weeks of parental leave. All Employment Standards Act requirements including vacation credits, payment of health benefit premiums, accumulation of seniority, and reinstatement rights apply to pregnancy and parental leave.
- 12.3 Conditional on availability of funds, benefits and RRSP of full-time employees that have had a continuous work history with OCIC for at least three years, will continue for the duration of pregnancy and/or parental leave, unless the employee resigns.
- 12.4 Conditional on availability of funds, a maternity/parental leave top-up of 30% of salary to EI maternity/parental benefits will be offered to full-time permanent employees who have had a continuous work history with OCIC for at least three years, once their regular pay and vacation pay has ended.

13.0 Unpaid Leave of Absence

- 13.1 OCIC will consider requests for unpaid leave of absence of three to 12 months duration by full-time employees that have had a continuous work history with OCIC for at least three years, and satisfactory annual reviews.
- 13.2 Requests must be formally submitted to the employee's supervisor, in writing, as far in advance of the period of leave requested as possible.
- 13.3 Unpaid leave of absence may be granted to support an employee in times of personal or family need, to pursue professional development opportunities, or to work overseas.
- 13.4 If granted, the employee taking leave must provide detailed handover notes to their supervisor for use by their successor and for reporting purposes, and also provide a face-to-face orientation to their successor, to the extent possible.
- 13.5 While on leave, no seniority, vacation time, or benefits will be accrued, and no salary adjustments (including but not limited to any cost of living increase) will be made to the employee's income, upon their return.
- 13.6 An employee taking leave must receive a performance review in advance of their departure, in order to ensure that their personnel file is complete.
- 13.7 An employee granted an unpaid leave of absence must inform OCIC of their intention to return (or not to return) as an employee at least three months prior to the agreed-upon date of return.
- 13.8 OCIC will in turn inform the employee at least two months prior to the agreed-upon date of return if the position still exists and is open to the employee. As all OCIC positions are contingent on funding and meeting the strategic direction of the OCIC, any position may become obsolete or may not be continued. OCIC cannot guarantee employment for any employee that has been granted an unpaid leave of absence.

13.9 An employee who has taken a leave of absence must fulfill another three years of continuous service before requesting a further leave of absence.

14.0 Resignation, Termination, Layoff and Severance

14.1 An employee who resigns is requested to give a minimum of two weeks notice.

14.2 Upon termination of employment, OCIC shall promptly pay all earned but unpaid income and accrued vacation pay.

14.3 The supervisor will give written notice of termination as per the Employment Standards Act:

- at least one week in advance if the employee's period of employment is less than one year
- at least two weeks in advance if the employee's period of employment is between one and three years
- at least three weeks in advance if the employee's period of employment is between three and four years,
- an additional week for each additional year of employment beyond four years, to a maximum of eight weeks.

14.4 OCIC may terminate employment without notice by paying salary, vacation pay and benefits (where applicable) for the length of the official notice period.

14.5 Dismissal for just cause amounting to malfeasance or misconduct will not require notice. The employee will promptly be paid all earned but unpaid income and accrued vacation pay up to promptly be paid all earned but unpaid income and accrued vacation pay up to and including the date of termination.

14.6 When a position is permanently or temporary eliminated because of program or administration re-organization, because of a lack of funds or decreased need for services, or for any other reason, an employee may be subject to a temporary layoff. Notice of a temporary layoff will be provided in the same manner as termination in Article 14.3. If the duration of the layoff exceeds 13 weeks in any period of 20 consecutive weeks, or 35 weeks in any period of 52 consecutive weeks in the circumstances provided for in the Employment Standards Act, the employment of the employee will have been deemed to have been terminated on the first day of the layoff.

14.7 Severance pay will be provided to permanent employees should employment be terminated due to insolvency of the OCIC, significant change in funding or revenue status of the OCIC, constructive dismissal based on employee performance, or permanent closure of the OCIC.

14.8 Severance pay shall be equal to one week of regular pay for every one year of service for the first three years of service, and two weeks of regular pay for every one year of service thereafter, to a maximum of 26 weeks.

14.9 Severance is not provided to contract employees unless otherwise provided for in the employment contract.

15.0 Employee Grievance

15.1 An employee may take a grievance in writing to the supervisor. It is the supervisor's responsibility to inform the Personnel Committee and Board of Directors, and to respond to the grievance within 15 working days.

15.2 If the employee and supervisor are unable to reach an accepted solution, then the employee may submit the grievance to the Personnel Committee and Board of Directors within 15 working days after the reply was received or should have been received. A meeting will be scheduled to occur within 15 working days between the employee, supervisor and Board representative. The Board will reply within 10 working days of meeting with the employee to discuss the matter.

16.0 Personnel Files

16.1 The OCIC will maintain a confidential personnel file for each employee that contains their application, references and evaluations. The employee will have access to their own file upon request. Personnel records pertaining to payroll, vacations and overtime will be stored securely.

17.0 Jury Duty

17.1 All employees will received time off with pay for jury duty or to serve as a witness provided that they turn in their jury or witness fee to OCIC and show proof of subpoena.

18.0 Volunteers, Interns and Students

18.1.1 Volunteers, interns and students will not displace existing staff.