



Personnel Policy Manual

TABLE OF CONTENTS

1. VISION, MISSION, AND VALUES	3
2. PURPOSE OF THE POLICY MANUAL.....	9
3. EMPLOYER RIGHTS	9
4. EMPLOYEE RIGHTS	10
5. PERSONNEL FILE.....	10
6. HOURS OF WORK	10
7. OVERTIME	10
8. JOB DESCRIPTION.....	11
9. ORIENTATION.....	11
10. PROBATIONARY PERIODS.....	11
11. REJECTION DURING PROBATION	12
12. DISCIPLINE OR DISMISSAL.....	12
13. ADVANCE NOTICE	12
14. SEVERANCE PAY	13
15. LAY-OFF AND RECALL	13
16. TEMPORARY BUILDING CLOSURE	13
17. ANNUAL VACATIONS & SCHEDULING	14
18. LEAVES OF ABSENCE	18
19. STATUTORY HOLIDAYS	21
20. EMPLOYEE BENEFITS.....	22
21. WORKERS COMPENSATION	24
22. PAYMENT OF WAGES.....	24
23. RATES OF PAY.....	24
24. DISCRIMINATION	24
25. GRIEVANCE PROCEDURE.....	24
26. WITHDRAWAL OF A GRIEVANCE.....	25
27. PROCEDURE FOR BOARD/STAFF DISCUSSIONS	26
28. CONTRACTING OUT.....	26
29. VOLUNTEERS	26
30. EMPLOYMENT REFERENCE POLICY	27

31.	PERFORMANCE REVIEW.....	28
32.	CONFLICT RESOLUTION.....	29
33.	BULLYING & HARASSMENT	30
34.	USE OF PERSONAL VEHICLES.....	34

1. VISION, MISSION, AND VALUES

1.1 Vision

- 1.1.1. To be a recognized leader in bringing innovation and sustainability to our diverse communities through responsive and unique programs and services.

1.2 Mission

- 1.2.1. The purpose of the Burnside Gorge Community Association is to lead, promote and support initiatives which encourage healthy, inclusive, and socially just living. This is accomplished through:

- 1.2.1.1. Engaging with our communities concerning issues and developments important to community members and businesses;
- 1.2.1.2. Providing a continuum of high-quality programs and supports that strengthen the lives of children, youth and families in Greater Victoria;
- 1.2.1.3. Establishing, promoting and operating facilities that provide public amenities to benefit the community;
- 1.2.1.4. Cultivating community connections and a sense of pride through neighbourhood celebrations and initiatives;
- 1.2.1.5. Advocating in the best interest of community members and businesses;
- 1.2.1.6. Fostering work place practices that support employees and strengthen our efforts to be a model employer; and
- 1.2.1.7. Supporting the provision of housing for low- and moderate-income households.

1.3 Values

- 1.3.1. The Board, Management and Staff of the Burnside Gorge Community Association are committed to the following values in order to enhance and build community capacity:

- 1.3.1.1. **Trust** – Uphold the public’s trust through responsible management of resources;
- 1.3.1.2. **Inclusiveness**– Welcome, recognize, respect, collaborate with and respond to the diversity of those we serve and employ;
- 1.3.1.3. **Courage** – Stand up for what we believe in the face of adversity and recognize our capacity to overcome challenges;
- 1.3.1.4. **Respect** – Interact with and support all people in a fair and honest manner that accepts diverse contexts and abilities;
- 1.3.1.5. **Quality** – Strive for excellence in all of the programs and services we offer; and
- 1.3.1.6. **Adaptability** – Be flexible and responsive to challenges and opportunities and continually evolve as an organization.

1.4 Policy

- 1.4.1. As Board members, staff and volunteers, we value our positions with the Burnside Gorge Community Association and use them for the benefit of participants, clients, community members and the organization. We will avoid any situation or behaviour which could be interpreted as a conflict of interest, which could tarnish the reputation of the organization and/or adversely affect the harmony of the workplace.
- 1.4.2. The Burnside Gorge Community Association will deliver services consistent with our Vision, Mission and Values. We will adhere to the Code of Ethics established and endorsed by the Agency and the ethics described by our respective professional associations. In the implementation of this policy, the paramount consideration shall be the safety and well-being of those we serve.

1.5 Scope

- 1.5.1. This policy applies to members of the Board of Directors and all employees, students and volunteers of the Burnside Gorge Community Association, referred to here forward in this document as “personnel.”

1.6 Scope

- 1.6.1. As a community based multi-service agency with a diverse and potentially vulnerable clientele, the Burnside Gorge Community Association undertakes “The Duty of Care” with all of its responsibilities. We have to be sensitive to our sources of funds and our good name in the community.
- 1.6.2. People who come to work for the Burnside Gorge Community Association, be they Board members, staff or volunteers, are recognized for their integrity and high ethical standards. However, it is essential that we subscribe to a common, explicit and detailed set of standards so that we can support each other in achieving our common goals.

1.7 Duty of Care

- 1.7.1. Everyone offering services and programs at Burnside Gorge owes a duty of care to protect participants, staff members, governing body, volunteers and the community at large. This mandates effective and ethical management of programs, staff and resources.

1.8 Code of Ethics

- 1.8.1. Agency personnel will:
 - 1.8.1.1. Promote and strive for excellence in practice within the Agency, their profession and the community;
 - 1.8.1.2. Respect the right to privacy and confidentiality of information of clients, staff, volunteers and the Agency. Personnel may only release information to a third party where there has been proper and adequate authorization or it is required by law;
 - 1.8.1.3. Ensure participants, clients, and community members have a voice in the services and programs that they engage in to best meet their needs;
 - 1.8.1.4. Promote cooperation across all levels of the organization;
 - 1.8.1.5. Promote the safety and well-being of participants, clients, and community members including protection from

physical and emotional harm, while participating in agency services;

- 1.8.1.6. Demonstrate sensitivity to any barriers to communication with participants, clients, and community members such as language, literacy, learning disabilities or cultural diversity, and strive for mutual understanding;
- 1.8.1.7. Recognize that the giving and receiving of gifts between personnel and clients to show appreciation and kindness will occur from time to time. Personnel must consider the giving and receiving of gifts in relation to the professional relationship, motivation of giving or receiving, cultural norms, and the value of the gift. Cash gifts are not to be given or received at any time. Gifts received by BGCA personnel are the property of the Burnside Gorge Community Association and must be used in an appropriate manner. Any gift giving and receiving must be discussed with the Department Manager or Executive Director;
- 1.8.1.8. Understand that any honorariums or donations received for services rendered as a BGCA personnel are the property of Burnside Gorge;
- 1.8.1.9. Maintain standards of personal appearance that reflect well on the Agency and its purposes;
- 1.8.1.10. Adhere to Agency requirements with regard to hours of work, punctuality, job description and professional commitments;
- 1.8.1.11. Recognize when personal circumstance, conflict or illness may interfere with professional effectiveness and take proactive steps to mitigate the impact of those circumstances. If the personnel feels that this is not possible or effectiveness will be diminished despite best efforts, the immediate Supervisor should be consulted for support or direction;
- 1.8.1.12. Establish and maintain professional boundaries with participants, clients and fellow employees. Personnel must

consult with their Department Manager if the appropriateness of their boundaries is in question;

- 1.8.1.13. Establish and maintain appropriate boundaries between professional roles and private lives;
- 1.8.1.14. Report any pre-existing personal or professional relationship with an Agency client to the Department Manager or Executive Director;
- 1.8.1.15. Seek consultation from Department Manager before engaging in a relationship with a former client. These relationships could include but are not limited to friendship, social, financial or business nature. Personnel must recognize the imbalance of power in their interactions with former clients, and acknowledge the level of current vulnerability of the client;
- 1.8.1.16. Not engage in any sexual intimacies with former clients for a period of three years after closure of the client's agency file. This prohibition is not limited to the three years and extends indefinitely if the client continues to be vulnerable emotionally or cognitively. Personnel must seek consultation from their Department Manager in any such situation; and
- 1.8.1.17. Respect diversity and treat all people fairly and equitably. Agency personnel will not apply any unjustifiable favorable or unfavorable treatment to any person in any situation.

1.9 Conflict of Interest

- 1.9.1. A conflict of interest refers to a situation in which private interests or personal considerations may affect a personnel's judgment in acting in the best interest of the Agency. It includes using a personnel position, confidential information or corporate time, material or facilities for private gain or advancement or the expectation of private gain or advancement. A conflict may occur when an interest benefits any member of the personnel's family, friends or business associates.
- 1.9.2. Maintaining appropriate boundaries between our work at Burnside Gorge Community Association and our private interests is essential

for the welfare of those we serve and the integrity and reputation of the organization. Failure to observe the boundaries may also disturb harmonious working relationships with other personnel. Any conflict of interest, real or perceived, is to be avoided.

1.9.3. Procedure

1.9.3.1. Personnel who find themselves in an actual or perceived conflict of interest will immediately discuss the matter with their immediate Supervisor.

1.9.3.2. Failure to disclose the actual or perceived conflict of interest may result in disciplinary action, up to and including dismissal.

1.9.3.3. Staff who have reason to believe that a colleague is potentially in breach of the Code of Ethics, or is in a conflict of interest, may request a confidential discussion with the colleague in question, or with their Department Manager.

1.9.3.4. Board members who find themselves, or believe others to be, in an actual or perceived conflict of interest, will inform the Chair.

1.9.4. The following are examples of conflict of interest. This list is not intended to be exhaustive, but to provide a guideline for assessing individual situations.

1.9.4.1. Use of one's position at Burnside Gorge Community Association for personal gain.

1.9.4.2. Giving preferential treatment to an individual with whom one shares an interest, financial or otherwise.

1.9.4.3. Being reasonably perceived as benefiting from information acquired by reason of one's employment.

1.9.4.4. Outside employment which may be seen as in conflict with employment at Burnside Gorge.

- 1.9.4.5. The unauthorized use of work time, premises, equipment or supplies for purposes other than those of Burnside Gorge.
- 1.9.4.6. Using one's position in the organization to promote personal, religious or political beliefs.

1.10 Responsibility

- 1.10.1. Management Team – To review the policy on an annual basis.
- 1.10.2. Executive Director – To ensure that the policy is effectively communicated, understood and observed by all concerned.
- 1.10.3. Program Managers – To assist personnel in resolving ethical dilemmas and in restoring harmonious working relationships.
- 1.10.4. All personnel – To be aware of the potential harm that may result from violation of the code of ethics a conflict of interest and to seek supervisory advice and assistance.
- 1.10.5. For any violation of the Code of Ethics (including the Conflict of Interest Policy), a record will be kept for a period of not less than three years.

ADMINISTRATION: This policy was updated in January 2020.

2. PURPOSE OF THE POLICY MANUAL

- 2.1 To clearly express the rights and responsibilities for both the employees and the employer, so that well defined working relationships will exist between staff and the administrative body.

3. EMPLOYER RIGHTS

- 3.1 The Employer ultimately retains the management and directing of employees.
- 3.2 The Personnel Policy in no way restricts the authority of employees charged with managerial responsibilities for the Employer.
- 3.3 The Employer retains the right to contract out.

4. EMPLOYEE RIGHTS

- 4.1 The minimum employee rights shall be those spelled out by the applicable Provincial and Federal legislation.

5. PERSONNEL FILE

- 5.1 A Personnel file shall be maintained for each employee.
- 5.2 The Personnel file shall be confidential and accessible only to the employee, the Executive Director or designate.
- 5.3 The files shall be kept in the secure custody of the Executive Director or designate.
- 5.4 An employee shall be entitled to review his/her personnel file in the office in which the file is normally kept.
- 5.5 The Employer shall give reasonable access to such files.

6. HOURS OF WORK

- 6.1 Hours of work of each employee will be determined in consultation with the immediate supervisor.
- 6.2 It is the responsibility of the employer to post and maintain a work schedule.
- 6.3 An employee will be provided with a meal period of at least one-half (1/2) hour at intervals that will result in no employee working longer than five consecutive hours.
- 6.4 An employee working a period of three and three-quarter (3.75) continuous hours shall be entitled to a rest break of fifteen (15) minutes midway in the work shift.
- 6.5 It is the intent of the employer, whenever practicable to grant two (2) consecutive days off to each employee.

7. OVERTIME

- 7.1 **Definition:** Overtime is defined as hours worked in excess of an employee's regular hours per day or week, not to exceed 8 hours per day or 40 hours per week respectively.

- 7.2 Overtime must be approved in advance by the immediate supervisor.
- 7.3 Overtime as defined in 6.1 shall be earned at straight time and taken as paid time off.
- 7.4 Overtime may be banked and recorded as Accumulated Time Off (ATO) to be taken as paid time off at a later date.
- 7.5 Employees will utilize banked ATO before vacation time when taking paid time off work.
- 7.6 Accumulated time off must be taken within 10 working days unless previously approved by the immediate supervisor. An employee may be directed by their department supervisor to take time off if overtime is not taken within ten days.

8. JOB DESCRIPTION

- 8.1 Every position will have a current job description, which includes position title, hours of work, responsibilities of the position, reporting relationship, and qualifications required.
- 8.2 The job description shall be reviewed annually by the Executive or designate. Input from the employee shall be sought in order that the job description reflects any changes in duties performed.
- 8.3 The Board of Directors shall approve changes in the job description.

9. ORIENTATION

- 9.1 Each new employee will be provided with orientation material and will be introduced to their co-workers by an appropriate member of the Staff.

10. PROBATIONARY PERIODS

- 10.1 **Definition:** A Probationary Period is defined as a set period of time during which an employee is assessed as a candidate for continuing employment.
- 10.2 All Employees will be subject to an initial probationary period. This probationary period will be the first three (3) months worked by that employee. An evaluation of each employee will be conducted by that employee's immediate supervisor shortly before the completion of that employee's probationary period. Temporary staff are exempt from the probationary period.

- 10.3 The Executive Committee or designate may create additional probationary periods.

11. REJECTION DURING PROBATION

- 11.1 The Executive Director or designate may reject a probationary employee. The test of cause for rejection shall be suitability of the probationary employee for continued employment in the position, provided that the factors involved in suitability could reasonably be expected to affect work performance.

12. DISCIPLINE OR DISMISSAL

- 12.1 In all cases of discipline or dismissal, the burden of proof of just cause shall rest with the employer. The Executive Director or designate, with approval of the Board of Directors, may dismiss an employee for just cause.
- 12.2 Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.
- 12.3 Except for gross misconduct, before dismissal is considered an employee shall be notified of performance deficiencies and given a plan of assistance and reasonable time and opportunity to improve.
- 12.4 The Executive Director or designate may, for just cause, suspend an employee without pay.

13. ADVANCE NOTICE

- 13.1 Employees shall receive ten (10) full working days notice of any impending lay-off and if notice is not given an employee shall receive payment in lieu of work for that part of the ten (10) days during which work was not available.
- 13.2 Employees are requested to give a minimum of twenty (20) working days notice in writing to the Coordinator if they resign their position.
- 13.3 Terminated employees shall receive a minimum of twenty (20) working days notice of termination of a position. Long term employees (over four (4) years of continuous employment) will receive notice as required by the Applicable Legislation.
- 13.4 The Board of Director's or Designate may terminate an employee without notice for just cause.

14. SEVERANCE PAY

- 14.1 An employee who is terminated for other than just cause shall receive severance pay at the rate of one (1) week's pay for every year of service. Partial years of service shall be pro-rated.

15. LAY-OFF AND RECALL

- 15.1 In the event there is a decrease or increase in the amount of work, employees will be laid off and recalled under the following conditions:
- 15.2 An analysis of each program shall be undertaken by the supervisor of the program affected, to determine minimum staffing needs for program continuation.
- 15.3 Lay-off and recall shall occur with the following priorities in mind:
 - 15.3.1. Supervisors,
 - 15.3.2. Full-Time Employees, and
 - 15.3.3. Regular Part-Time Employees.
- 15.4 Lay-off and recall shall be by department by seniority.
- 15.5 Employees shall be given notice according to the minimum standards established by the applicable legislation (see item 14).
- 15.6 In the event of a complete program closure or termination, twenty (20) working days notice shall be given to all employees in the specific program affected. (Building closure procedures will be followed in the event of program closure due to circumstances outlined.).
- 15.7 Employees shall be recalled at such time as the amount of work increases to warrant rehiring for the position. Notice of recall shall be given at the earliest possible opportunity. Employees shall be given the option to return to work within five (5) working days of recall if desired.

16. TEMPORARY BUILDING CLOSURE

- 16.1 When the facility is closed due to circumstances beyond the Employer's control due to labour disputes, health, safety or the like reasons, the following process shall be followed:

- 16.1.1. Exemption from closure, if possible, will be sought for each program recognizing that the Out of School Care Program and Day Care Programs take priority.
- 16.1.2. Staff will be consulted at the earliest possible time and as much advance notice as is possible shall be given.
- 16.2 Regular full and part-time employees shall be compensated at the rate of sixty percent (60%) of weekly salary to a maximum of two hundred and forty dollars (\$240) week gross for a period of two weeks.
- 16.3 If closure continues beyond two full weeks, employees affected will be laid off and recalled as soon as the closure is lifted.

17. ANNUAL VACATIONS & SCHEDULING

- 17.1 It is important for employees' health and well being, as well as those they serve, that vacation leave is taken on a regular basis. Organizational and service delivery needs will be taken into consideration, along with employee preferences, when scheduling and approving vacation. The employer may limit the number of employees on vacation at any one time to ensure adequate staffing levels.
- 17.2 Policy
 - 17.2.1. Vacation leave is important for employees' health, wellbeing and effectiveness, as well as a right under the provincial Employment Standards Act. Employees are entitled to annual vacation leave as per their position type.
 - 17.2.2. The position type and associated paid vacation entitlement will be specified in the employee's hire package.
 - 17.2.2.1. **Hourly, positions on a non-standard schedule** (shifts scheduled based on employee availability and program demand) throughout the year, and **casual positions** will be paid out vacation pay on each pay cheque.
 - 17.2.2.1.1. The vacation pay is calculated as 6% of their gross wages and paid out on each pay cheque.
 - 17.2.2.2. **Hourly, permanent positions on a standard schedule** (consistent hours/weekdays) throughout the year receive

their annual vacation leave entitlement to be used as paid time off and are entitled to a paid vacation leave allotment for the number of days per employment year as per table 1 below.

Employment Year	Paid Vacation Leave Allotment
First (partial) to Third	15 days*
Fourth	18 days
Fifth	20 days
Sixth	21 days
Seventh	22 days
Eighth	23 days
Ninth	24 days
Tenth	25 days
Eleventh	26 days
Twelfth	27 days
Thirteenth	28 days
Fourteenth	29 days
Fifteenth	30 days
Sixteenth	31 days
Seventeenth	32 days
Eighteenth	33 days
Nineteenth	34 days
Twentieth	35 days

*Prorated for first year (Hire date – August 31st)

17.2.2.2.1. Annual Vacation Leave Allotment will be made available to these employees in advance for the full year at the start of each Fiscal Year, renewing on September 1st. New hourly, permanent employees working a standard schedule will receive their annual vacation leave allotment prorated from their hire date until the following August 31st. This period will be considered the First Employment Year, moving the employee into the Second Employment Year as of September 1st following their hire date.

17.2.2.2.2. Hourly, permanent employees working a standard schedule are entitled to use partial days (e.g. 2 hours) when taking paid vacation leave, but are required to take a minimum of five (5) consecutive full work days per employment year.

17.2.2.3. **Contract/term positions** receive their annual vacation leave entitlement to be used as paid time off or to be paid out on each pay cheque, as specified in their employment agreement. They are entitled to a minimum of 10 days (or pro-rata thereof) per year to be used as paid time off or 4% of their gross wages paid out on each pay cheque.

17.2.2.3.1. The employer has the right to set mandatory vacation leave to be taken during annual program closure dates, or to deny vacation leave during specific periods.

17.2.2.4. Employees who receive their annual vacation leave entitlement in days to be used as paid time off, will have their advanced annual entitlement recalculated and prorated when their employment ceases, to their final day of work date. Any unused vacation days will be paid out at their dollar value on the last pay cheque. If the employee has overused vacation days after the recalculated proration, the dollar amount of the overused days will be deducted off the last pay cheque(s).

For example: an employee is in their third year of employment and has received 15 days of paid time off in advance for the year on September 1st. They give notice and their last day of work is March 31st. Their allotment will be recalculated to 7/12 of 15 days, or 8.75 days. If the employee has used 6 days as of March 31st, they will be paid out 2.75 days on their last pay cheque. If the employee has used 10 days by March 31st, they will owe 1.75 days which will be deducted from their last pay cheques at the dollar value.

- 17.2.2.5. Scheduling and vacation leave approval will take employee preference as well as organizational and service delivery needs into consideration. The employer has the right to set mandatory vacation leave to be taken during annual program closure dates, or to deny vacation leave during specific periods.
- 17.2.2.6. Paid time off is not available during the probationary period, unless specifically agreed upon in the employment agreement, in which case the probationary period may be extended accordingly.
- 17.2.2.7. Paid vacation leave will not be cumulative from Fiscal Year to Fiscal Year. Employees are required to use their paid vacation leave allotment in the Fiscal Year it was received (September - August). Employees may only carry over unused days from one year to the next with express prior written management approval from the Department Manager. A request to carry over unused days needs to be submitted to the Department Manager in writing by June 1st of the Fiscal Year and include details on the number of days to be carried over and how and when they will be used.
- 17.2.2.8. A vacation day equals 7 hours for 1FTE (35 hrs/week), and will be prorated according to the employee's standard weekly hours (i.e. 5 hours for 25hrs/week; 4 hours for 20hrs/week; 7.5 hours for 37.5hrs/week; 8 hours for 40hrs/week).

- 17.2.2.9. Employees must submit their vacation time off requests in writing to their manager in a timely manner.
- 17.2.2.10. An employee's vacation time off request will be confirmed/denied in writing by their manager.
- 17.2.2.11. Paid vacation leave will be paid to the employee through direct deposit on the regular pay dates. Vacation leave use must be recorded on the department's timesheet and submitted to the Department Manager in advance.

ADMINISTRATION: *This policy was updated in September 2025.*

18. LEAVES OF ABSENCE

18.1 Sick Leave

- 18.1.1. BGCA offers a generous sick leave benefit to support a healthy work environment with the expectation that any absences from work are valid and clearly communicated. Sick Leave can be used if an employee is unable to work due to illness, family emergencies and for medical & dental appointments that cannot be scheduled outside an employee's working hours. Employees are encouraged to consult with their supervisor if they have questions about eligibility for Sick Leave.
- 18.1.2. Conditions
 - 18.1.2.1. For regular full & part time employees, sick leave is offered on an accrual basis during the first year of employment. The accrual is calculated as 6.93% of the hours worked in the employment year, with a maximum of 126 hours per year. In subsequent years sick leave is offered at the same percentage and maximum but without a requirement for accrual.
 - 18.1.2.2. For employees working irregular or fluctuating hours, sick leave is offered on an accrual basis and is calculated as 6.93% of the hours worked in the employment year, with a maximum of 126 hours per year.
 - 18.1.2.3. Casual employees are not eligible for sick leave.

18.1.2.4. Unused sick time does not represent a financial benefit to employees and is not paid out at the termination of employment. A year starts from the employee's date of employment.

18.1.3. Procedure

18.1.3.1. Employees must personally notify their supervisor if they anticipate being absent from work. This should include the nature of the illness and the anticipated duration of the absence. Messages left with other employees will not be considered acceptable notification.

18.1.3.2. Employees must give as much notice as possible of any anticipated absence from work.

18.1.3.3. Employees who leave work prior to the completion of their shift must notify their supervisor prior to leaving work.

18.1.3.4. Employees must keep their supervisor informed on their anticipated return to work.

18.1.3.5. Pre-authorization of sick leave pay will only be given where the supervisor is satisfied that the sick leave claim is valid.

18.1.3.6. Where an employee is absent for part of a shift because of illness, sick time will be paid out for the missed time at work on an hour-per-hour basis.

18.1.3.7. In the event of illness during an annual vacation, sick leave may be approved in lieu. Employees must inform their supervisor at the time of illness and a medical note may be required.

18.1.3.8. Supervisors may check in with employees on sick leave.

18.1.3.9. Employees may be required to submit proof of illness or a doctor's note to assess the validity of a sick leave claim (e.g., frequent or questionable absences, or when more information is required). Proof of illness should include:

18.1.3.9.1. Date of the visit to the doctor, nurse practitioner, etc.,

18.1.3.9.2. Nature of the illness, and

18.1.3.9.3. Anticipated duration of the absence.

18.1.3.10. Failure to follow these procedures may result in disciplinary action, up to and including dismissal.

18.1.3.11. If an employee's sick leave pay has been exhausted additional unpaid leave may be granted at the Employer's discretion.

18.2 Bereavement Leave

18.2.1. Employees may take up to three days bereavement leave upon the death of a family member or close family friend. If additional leave is needed this can be discussed with the supervisor.

18.2.2. Bereavement leave will be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations. Employees must inform their supervisor as soon as reasonably possible. When bereavement leave of absence with pay is granted, any concurrent paid leave credits will be restored.

18.3 Unpaid Leave

18.3.1. Management may grant unpaid leave.

18.4 Travel Allowance

18.4.1. Employees on Society business away from their worksite and with prior approval from their Manager or Executive Director shall be entitled to reimbursement for meals, travel and accommodation expenses incurred.

18.4.2. Meals

18.4.2.1. As per the policy above, meals while on Society business may be reimbursed to the maximum set out below.

Full Day	Breakfast	Lunch Only	Dinner	Breakfast &	Lunch &	Breakfast
----------	-----------	------------	--------	-------------	---------	-----------

	Only		Only	Lunch	Dinner	& Dinner
\$40	\$10	\$12	\$20	\$22	\$32	\$30

18.4.2.2. Meal expenses may only be claimed if there is not a meal provided by another source.

18.4.2.3. Employees must review with their Manager or Executive Director per diem claim rates for each day the employee will be on Society business.

18.4.3. Accommodation

18.4.3.1. With approval from their Manager or the Executive Director, an employee is entitled to reimbursement of reasonable accommodation costs while on Society business.

18.4.3.2. Each employee will complete an expense form provided by their Manager with appropriate receipts attached for any expense incurred including, accommodation and meals.

18.4.4. For mileage, parking fees, vehicle damage, etc., please see the Use of Personal Vehicle policy on page 35.

ADMINISTRATION: *This policy was updated in November 2022.*

19. STATUTORY HOLIDAYS

19.1 The following is a list of paid holidays: New Years Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; BC Day; Labour Day; National Day for Truth & Reconciliation; Remembrance Day; Thanksgiving Day; Christmas Day; Boxing Day.

19.2 Any holiday proclaimed by the Federal or Provincial Government shall be included in 21.1 above.

19.3 Entitlement to pay for a statutory holiday will be conditional upon that employee having worked at least fifteen (15) of the previous thirty (30) days.

- 19.4 Rate of pay for a statutory holiday shall be at the employee's regular rate of pay, for the number of hours that employee would have usually worked.
- 19.5 When a statutory holiday falls during an employee's annual vacation, it will not count as a part of the vacation.
- 19.6 When a statutory holiday falls on a day off, an eligible employee is entitled to an average day's pay.
 - 19.6.1. An average day's pay is calculated by dividing the total hours worked in the 30 calendar days before the statutory holiday by the number of days worked.

20. EMPLOYEE BENEFITS

- 20.1 Group Medical, Dental, and Life Insurance Plan
 - 20.1.1. BGCA has a mandatory benefit plan through the Chambers of Commerce Group Insurance Plan. Participation in the plan is a condition of employment for all eligible employees.
 - 20.1.2. An employee is eligible when:
 - 20.1.2.1. They have finished their probationary period;
 - 20.1.2.2. They are considered a permanent employee (temporary staff do not qualify); and
 - 20.1.2.3. They are regularly scheduled to work a minimum of 25 hours per week (hours from multiple positions can be combined to meet the minimum hours as long as each position is considered permanent with regular hours).
 - 20.1.3. Medical and Dental benefits may be waived if the employee has spousal coverage. Life Insurance, Critical Illness, Accidental Death and Dismemberment and the Employee Assistance Program cannot be waived.
 - 20.1.4. The cost of the premium for the employee's coverage is shared 60/40 (as of April 1, 2026, previously 50/50) between the BGCA and the employee, with the BGCA paying the bigger portion. The employee portion is deducted from their pay cheque through payroll deduction and spread out over 26 pay periods per year.

20.1.5. An eligible employee will receive an e-mail invitation to enrol in the plan shortly before their eligibility date to ensure they can have access to the plan coverage from the day they are eligible.

20.2 Matched RRSP Plan

20.2.1. BGCA offers a matched RRSP plan to eligible employees. Employees can choose to opt in to the plan at any time after they become eligible. Participation is elective and not mandatory.

20.2.2. An employee is eligible when:

20.2.2.1. They have finished their probationary period;

20.2.2.2. They are considered a permanent employee (temporary staff do not qualify); and

20.2.2.3. They are regularly scheduled to work a minimum of 20 hours per week (hours from multiple positions can be combined to meet the minimum hours as long as each position is considered permanent with regular hours).

20.2.3. An eligible employee will receive an e-mail invitation to enrol in the plan and set up their account.

20.2.4. Upon enrolment, the employee will choose to contribute either 1, 2 or 3% (round numbers only; no decimals) of their gross wages. This amount will be matched by BGCA. Employees can choose to contribute more than 3% of their wages, but BGCA will only match up to 3%.

20.2.5. Matched contributions can take effect as early as the first day of the first full pay period following an employee's eligibility date.

20.2.6. An employee can choose to change the chosen contribution percentage and BGCA match at any time, however changes cannot take effect retroactively. Changes must be submitted by the last Friday of the pay period for which the change is intended to ensure the change can be processed in time. The employee will receive a confirmation email when the change has been processed by BGCA.

20.2.7. When an employee's regular hours are reduced to less than 20 regular hours per week, the employee contributions and BGCA

match will be terminated per the last day of the pay period in which the reduction in hours occurred.

20.3 Staff Discount

- 20.3.1. All current BGCA staff members are entitled to a 20% discount on any fee-based BGCA recreation programs (excluding special events) and Burnside Boutique purchases. Childcare program fees are not subject to the standard employee discount.

ADMINISTRATION: *This policy was updated on October 20, 2025.*

21. WORKERS COMPENSATION

- 21.1 Each employee will be covered by Worker's Compensation at the Employer's expense.

22. PAYMENT OF WAGES

- 22.1 Employees will be paid on a Bi-weekly basis.

23. RATES OF PAY

- 23.1 The Board of Directors shall establish rates of pay.
- 23.2 The rates of pay shall be appended to, and form part of this Policy Manual.

24. DISCRIMINATION

- 24.1 There will be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of race, creed, colour, physical disability, national origin, political or religious affiliation, sex, sexual orientation or marital status. This article shall not apply to normal retirement.

25. GRIEVANCE PROCEDURE

- 25.1 In the case of a grievance that is pursued by:
 - 25.1.1. Staff that normally report directly to the Coordinator, or
 - 25.1.2. A group of employees such a grievance may be processed commencing at Step 3.

25.1.2.1. **Step 1:** When a problem arises, the grieved employee shall make every attempt to settle the dispute with their immediate supervisor. Any grievance shall be directed to the immediate supervisor within three (3) working days of the grievous event.

Resolution of the grievance at this level shall occur within a further five (5) working days. Resolution of all grievances shall be in writing.

25.1.2.2. **Step 2:** If Step 1 fails: A description of the grievance, in writing, shall be submitted to the Coordinator. Every effort will be made to resolve the grievance to the satisfaction of the employee within ten (10) working days at the Step Two Levels.

25.1.2.3. **Step 3:** If Step 2 fails: The employee may present the grievance, in writing, to the Executive Committee with a copy to the immediate supervisor. The Executive Committee shall deal with the grievance at the next regularly scheduled committee meeting and will respond with the utmost expediency.

25.1.2.4. **Step 4:** If Step 3 fails: A tribunal shall be convened within twenty (20) working days after the Executive Committee's decision has been received. The tribunal will consist of one member of the Executive Committee, one representative selected by the employee and one representative mutually agreed to by both parties. The decision of the tribunal shall be final and binding on both parties.

25.1.3. It is recognized that employees shall continue to work in accordance with an agreement until any dispute is settled.

25.1.4. All grievances, withdrawn or not, will be reported to the next regularly scheduled meeting of the Board.

26. WITHDRAWAL OF A GRIEVANCE

26.1 An employee may withdraw a grievance at any point in the grievance procedure without prejudice being attached to any future grievance by the same employee.

27. PROCEDURE FOR BOARD/STAFF DISCUSSIONS

- 27.1 All members of the Board of Directors should decline to discuss with employees any internal concerns regarding grievances and/or administrative decisions unless it is apparent that proper administration process has not been adhered to.

28. CONTRACTING OUT

- 28.1 Any position in the following areas may be contracted out by the Employer:
 - 28.1.1. Program development,
 - 28.1.2. Building and equipment maintenance,
 - 28.1.3. Delivery of goods and/or services to or by the employer, and
 - 28.1.4. Staff development.
- 28.2 The Employer's use of contractors is intended to allow the employer the ability to hire expertise on an as needed basis.
- 28.3 Any employee may be required to work with a contractor or a contractor's employees.
- 28.4 No employee or prospective employee will be required or expected to become a contractor.

29. VOLUNTEERS

- 29.1 The Employer is committed to the principle of using volunteers from the community.
- 29.2 The use of volunteers is not intended to limit or lessen the number of employees.
- 29.3 The employer's use of volunteers is intended to:
 - 29.3.1. Assist in the creation and provision of the widest possible variety and the highest possible quality of programming, aiding in the fulfilment of the employer's mandate,

- 29.3.2. Provide the residents of the community the opportunity to serve their community, and
 - 29.3.3. Lead to the creation of employment.
- 29.4 Any employee may be required to work with and/or supervise volunteers or prospective employees.

30. EMPLOYMENT REFERENCE POLICY

30.1 Intent

- 30.1.1. Burnside Gorge Community Association (BGCA) recognizes and acknowledges that former employees may depend on the provision of timely and accurate reference information.
- 30.1.2. This policy outlines the acceptable provision of reference information by BGCA Employees.
- 30.1.3. This policy serves to fulfil the following purposes:
 - 30.1.3.1. To provide fair and equal treatment of former and current BGCA employees when they apply for work at other organizations, and
 - 30.1.3.2. To protect the Burnside Gorge Community Association from legal liability arising from issues surrounding the provision of references.

30.2 Scope

- 30.2.1. This Policy applies to all BGCA employees.

30.3 General Guidelines

- 30.3.1. BGCA's policy on references for current and former employees is to disclose, in good faith:
 - 30.3.1.1. Dates of employment,
 - 30.3.1.2. Positions held within organization, and

- 30.3.1.3. Documented information that is related to the work performance or that which is experienced directly by the employee's Manager.
- 30.3.2. Information not proved by BGCA Board or staff members includes:
 - 30.3.2.1. Conjecture, assumption, speculations, opinions, rumour, or hearsay, and
 - 30.3.2.2. Any information that is not related to the work performance of the former employee (e.g. lifestyle, personal problems, race, gender, etc.).
- 30.3.3. References for current and former employees must be given by the employees former or current manager.
- 30.3.4. The Burnside Gorge Community Association reserves the right to provide the requested reference and employee information either in writing or over the telephone.
- 30.3.5. The Burnside Gorge Community Association discourages employees, other than those noted in #3 above from providing personal employment references for individuals who are currently or have been employees of BGCA. Employees must not speak on behalf of BGCA when proving a personal reference in relation to employment.

ADMINISTRATION: This policy was created on January 30, 2012.

31. PERFORMANCE REVIEW

31.1 Policy

- 31.1.1. BGCA strives to conduct performance reviews for all employees within their probationary period and on an annual basis. Reviews will include an appraisal of the employee's performance of all relevant job duties, and the review of any relevant professional development and training plans.
- 31.1.2. The principal objectives of performance review are to:
 - 31.1.2.1. Evaluate and improve performance,
 - 31.1.2.2. Facilitate mutual feed-back and communication between the employee and the supervisor, and

31.1.2.3. Develop or modify objectives, and the means to implement those objectives, plan any required professional development and training, ensure position job descriptions are accurate.

31.2 Procedure

- 31.2.1. At least one review will be conducted during an employee's probationary period. Subsequent reviews will be conducted annually.
- 31.2.2. Reviews will be scheduled, with sufficient time to allow for preparation, by employee and supervisor. Review meetings will be organized in a manner to ensure comfort, confidentiality, and sufficient time.
- 31.2.3. Both the supervisor and the employee will complete the evaluation form and come together to discuss their respective outcomes. Variations to this process are acceptable if mutually agreed on by employee and supervisor.
- 31.2.4. Details of the review will be documented, except under mutual agreement of the employee and supervisor. Employees will sign the final review document and acknowledge their agreement or disagreement. Comments from the employee will be allowed and encouraged. A final copy of the review will be given to the employee and the original placed in the personnel file.
- 31.2.5. Employees have the right and the opportunity to appeal their employee performance review following the grievance process laid out in the BGCA Personnel Policy Manual. Any addition, deletion or other amendment to the review will occur with the mutual agreement of the employee and the supervisor.
- 31.2.6. Supervisor may seek feedback from colleagues in a confidential manner.

ADMINISTRATION: *This policy was updated in May 2015.*

32. CONFLICT RESOLUTION

32.1 Policy

- 32.1.1. It is BGCA's intent to be responsive to our employees and their concerns. The purpose of the Conflict Resolution policy is to provide a quick and effective method for employees to present concerns and to have those concerns resolved. The procedure outlined below is intended to address peer-to-peer conflicts as well as employee-to-supervisor conflicts.
- 32.1.2. It is BGCA's expectation that all issues be handled confidentially, respectfully and in a timely manner.

32.2 Procedure

32.2.1. Step 1: If an issue or conflict arises, it is recommended that the individual make every attempt to resolve the problem with those directly involved as soon as possible. If the issue cannot be resolved through these means, the employee will involve his or her supervisor.

32.2.2. Step 2: If, after Step 1, the issue is still not resolved, the employee may ask that the supervisor include another senior Manager or Executive Director as appropriate. All discussions will include both the employee and their supervisor.

Managers will make every effort to respond to requests and find resolution within 10 working days.

32.2.3. Step 3: If, after Step 2, the employee has still not found resolution, he or she may request that the issue be taken to the Executive Director. This request will be made, in writing, by the senior Manager. If a satisfactory resolution cannot be found and the conflict persists, the employee may request the Executive Director bring the matter, in writing, to the chair of the Board of Directors. The Board of Directors' decision will be final.

The Executive Director will make every effort to respond to requests and find resolution within 10 working days.

ADMINISTRATION: *This policy was update in November 2015.*

33. BULLYING & HARASSMENT

33.1 Policy

- 33.1.1. Employees, volunteers, persons served, and others can expect BGCA workplaces to be free of harassment of any kind. The behavior of employees will meet acceptable social standards. Employees will treat others in the workplace with respect and dignity.

33.2 Definition of Harassment

- 33.2.1. Harassment is considered action as defined in the Canadian and British Columbia Human Rights Acts including, but not limited to:
 - 33.2.1.1. Unwelcome remarks, jokes, innuendo or taunts about a person's body, attire, age, marital status, ethnic or religious origins/beliefs,
 - 33.2.1.2. Display of offensive or derogatory pictures,
 - 33.2.1.3. Practical jokes which cause awkwardness or embarrassment,
 - 33.2.1.4. Persistent unwelcome invitations or requests, whether direct or indirect,
 - 33.2.1.5. Leering or other gestures,
 - 33.2.1.6. Condescension or paternalism which undermines self-respect,
 - 33.2.1.7. Any unwelcome physical, sexual or verbal conduct,
 - 33.2.1.8. Verbal abuse or threats,
 - 33.2.1.9. Unwanted touching, patting or other physical contact, and
 - 33.2.1.10. Conduct or comments which create an intimidating, hostile or offensive environment, whether intended to or not.

33.3 Protection of Rights

- 33.3.1. The rights of the person accused of harassment will be protected. An individual accused of harassment will be given the opportunity to explain and to have the explanation(s) duly considered.

- 33.3.2. No documentation of unsubstantiated sexual or personal harassment will be maintained in the employee personnel file. Proven allegations of personal or sexual harassment, including disciplinary action taken, will be documented and form part of the employee's permanent record.

33.4 Procedure

33.4.1. Reporting Harassment

- 33.4.1.1. Employees who observe harassment will report it to a member of the management team.

- 33.4.1.2. Employees who believe they are being harassed should take the following steps to prevent the recurrence of such harassment:

- 33.4.1.2.1. If possible, make your disapproval known to the harasser and request the offensive behavior cease; if this is not possible, request the assistance of a senior manager.

- 33.4.1.2.2. Keep a written record of the steps taken to alleviate the problem.

- 33.4.1.2.3. Should the harassment continue, submit a written complaint to a senior manager (detailing the incident(s) and any efforts made to have the aggressor cease) using the Workplace Bullying and Harassment Complaint Form. The manager will help determine the next steps.

- 33.4.1.3. If the person normally reported to is the alleged harasser, employees should report the harassment to any of the other department managers that they feel comfortable reporting to.

33.4.2. Response to Complaints

- 33.4.2.1. All allegations of harassment will be treated confidentially.

- 33.4.2.2. Upon receiving a complaint, a senior manager or designated investigator will initiate an investigation promptly. The investigation will include:
 - 33.4.2.2.1. A thorough review of the written complaint and any related documentation,
 - 33.4.2.2.2. Interviews with the complainant, the accused, and any witnesses, and
 - 33.4.2.2.3. A written report of findings and recommendations using the Bullying and Harassment Investigation Form.
- 33.4.2.3. The investigation process will be fair and impartial, ensuring both parties have the opportunity to present their views.
- 33.4.2.4. The investigation will be concluded within a reasonable timeframe, typically within 60 days of the complaint being filed.
- 33.4.3. Disciplinary Action
 - 33.4.3.1. Harassment by an employee in the workplace is subject to disciplinary action which may involve or include verbal or written warning, mandatory training or counseling, suspension or termination.
 - 33.4.3.2. An employee who has knowingly made a false, frivolous, or vindictive harassment allegation may be subject to disciplinary action.
- 33.4.4. Follow-Up
 - 33.4.4.1. The persons directly involved (not including witnesses) will be advised of the investigation findings by the Investigator or designated manager.
 - 33.4.4.2. Following an investigation, if required, any revisions of policies and procedures will be updated to support a safe work environment for all involved.

33.4.4.3. Appropriate corrective actions will be taken within a reasonable time frame.

33.4.4.4. In appropriate circumstances, workers may be referred to the employee assistance program or other trained professionals.

33.4.5. Training and Annual Review

33.4.5.1. Employees will receive this policy as part of the onboarding package and will sign off on reading all details, records will be kept in their personnel file.

33.4.5.2. The employer will provide annual updates on bullying and harassment policies and procedures to all employees through agency and/or department team meetings.

33.4.5.3. This policy will be reviewed and updated annually to ensure compliance with current laws and best practices.

ADMINISTRATION: *This policy was revised on June 6, 2024.*

34. USE OF PERSONAL VEHICLES

34.1 Burnside Gorge Community Association employees may be required or may choose to use a personal vehicle for work purposes. All vehicles will be in safe condition with adequate insurance.

34.2 Conditions

34.2.1. Travel Reimbursement

34.2.1.1. Employees required to use their own vehicle to travel between offsite destinations for work purposes are entitled to claim \$.60/km.

34.2.1.2. Employees may not claim mileage when the start or finish destination is their home unless the distance between the home and work destination is further than the distance to the daily worksite. In this case an employee may claim the extra mileage over and above the regular mileage between home and work.

34.2.1.3. Parking fees while on Society business will be reimbursed with the submission of a receipt.

34.2.1.4. Employees claiming mileage and/or parking fees will submit the appropriate expense forms to their supervisor in a timely manner.

34.2.2. Insurance & Vehicle Safety

34.2.2.1. Employees will carry business class insurance for personal vehicles used for work purposes, including a minimum of two million dollars in liability insurance. The employee is responsible for the expense. Employees may be required to provide proof of insurance.

34.2.2.2. BGCA will not be responsible for claims or violations made against an employee's private vehicle used for work purposes.

34.2.2.3. Employees using personal vehicles will abide by all traffic laws and follow safe and courteous driving practices while driving for work purposes.

34.2.2.4. Employees will not be permitted to transport clients if their vehicle is considered unsafe. BGCA may request that a safety inspection of the vehicle be completed. Required inspections and / or repairs will be the responsibility of the employee.

34.2.3. Vehicle Damage Reimbursement

34.2.3.1. When an employee's private vehicle is damaged while in use on authorized Society business, the Society shall reimburse the employee the lesser of actual vehicle damage repair cost or the employee's insurance deductible to a maximum of \$500 per occurrence for

34.2.3.1.1. Damage caused to the vehicle by clients or client related activity such as purposeful vandalism.

34.2.3.1.2. Damage caused by an accident while on Society business that is deemed not at the.

ADMINISTRATION: *This policy was updated in November 2022.*