

# EMPLOYMENT CONDITIONS

*Approved by the Board of Directors*

*May 2018*

## **General**

1. Employees are expected to be familiar with all WACC policies and to comply with them.
2. WACC Policies together with an employee's Letter of Engagement form the employee's terms of employment. In the event of a conflict between any WACC Policy and the conditions specified in an employee's Letter of Engagement, the conditions will take precedence.

## **Terms of Employment**

3. Executive staff are hired by the General Secretary on a four-year fixed term contract. At least three months prior to the end of the four-year fixed term, the General Secretary may choose to extend or renew the contract for a further three years. The Board may, in extraordinary circumstances, extend or renew the contract beyond seven years.
4. At the time of hiring, WACC may apply a probationary period of 3 months for administrative staff and 6 months for executive staff.
5. Executive staff are employees with the following positions: General Secretary, Deputy General Secretary, Head of Finance.

## **Hours of Work**

6. The normal work week for full-time staff is 40 hours, with employees usually working eight hours each day, Monday to Friday, with an unpaid one hour break for lunch.
7. Individual work schedules are flexible provided all normal week hours are worked, subject to meeting WACC's operating requirements and the approval of the appropriate supervisor. 'Core hours,' during which most employees are expected to be at work are 10:00 to 16:00.

### ***Overtime***

8. All employees are eligible for time off in lieu of overtime pay, with the exception of employees with managerial status.
9. Except as indicated below, where a non-management employee works additional hours beyond their normally scheduled work week, time off in lieu is granted at the rate of one (1) hour for each full hour worked beyond 40 hours per week, and at the rate of one and half (1.5) hours for each full hour worked beyond 44 hours per week, with the requirement that, unless otherwise approved by the General Secretary, time off be taken within one month of the date on which it was earned.  
  
Further, except as indicated below, it is anticipated that Executive staff will often work additional hours beyond 44 hours per week and are therefore granted five (5) days of in lieu time per year.
10. Time spent travelling on behalf of WACC outside of normal working hours is considered as additional time worked.
11. All overtime worked for which time off in lieu is claimed must be approved in advance by the employee's supervisor and must be recorded on the employee's leave sheet. Employees with managerial status need to obtain approval from the General Secretary. Failure to seek approval in advance of working overtime may be subject to discipline, and repeated failure to seek approval in advance of working overtime may result in dismissal for cause.
12. Where overtime work is undertaken at the request of the employee's supervisor, additional Annual Leave is granted at the rate of one and a half hours for each full hour worked on weekends (unless a normally designated work day for the employee), on statutory holidays, or during Congress.

### **Additional Employment**

13. Full-time members of staff who have additional employment elsewhere are required to notify their supervisor of this, as WACC needs to ensure that such employment will not have an adverse effect on job performance.
14. WACC will not grant leave to an employee in order to facilitate additional employment.

### **Statutory Holidays**

15. WACC recognises the following Statutory Holidays, and employees are entitled to a paid day off on each of these days:
  - a. New Year's Day (January 1)
  - b. Family Day (Third Monday in February)
  - c. Good Friday (Friday before Easter Sunday)
  - d. Easter Monday (Monday after Easter Sunday)

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- e. Victoria Day (Monday preceding May 25)
  - f. Canada Day (July 1)
  - g. Civic Holiday (First Monday in August)
  - h. Labour Day (First Monday in September)
  - i. Thanksgiving Day (Second Monday in October)
  - j. Remembrance Day (November 11)
  - k. Christmas Day (December 25)
  - l. Boxing Day (December 26)
16. Where a Statutory Holiday falls on a weekend, WACC will designate another day to be taken as the Statutory Holiday.
17. Employees whose normal place of work is not in Canada, may, with the approval of the General Secretary, substitute a local holiday for any Statutory Holiday.
18. Over the Christmas period, WACC may grant two additional days of paid leave to all staff to facilitate closing of the offices at that time (see Employee Leave Policy).

### **Absence from Work**

19. An employee who will be absent from work for a period of less than half a day, must obtain approval for such absence from his or her supervisor, whenever possible in advance.
20. Employees should endeavour to make medical and personal appointments at the beginning or end of the working day and to adjust their working hours to minimise the loss of working time.
21. Absences from work of more than half a day are covered by the Employee Leave Policy.
22. In the case of any unplanned absence, the employee must ensure that the Administrative Assistant is notified no later than half an hour after the scheduled start of the employees' normal working time.

### **Training and Development**

23. WACC is committed to the development of all members of staff to facilitate better performance of their duties. Employees are encouraged to develop job-related skills, and WACC will support them in this as financial and other resources permit.
24. Where an employee is required to undertake training in order to develop skills required for new or enhanced responsibilities, or where a need for appropriate training is identified when an employee is hired, WACC will pay the cost of such training and provide the employee with time off in order to participate.
25. Training which is not required to fulfil job responsibilities, but which is undertaken by employees to improve their work performance in a way which may benefit WACC,

may be part-funded and/or the employee may be granted some time off in conjunction with the training. Requests for support for such training are to be directed to the General Secretary through the employee's supervisor.

## **Professional Organisations**

26. When an employee holds personal membership in a recognised professional organisation, he or she may apply to the General Secretary for reimbursement of membership fees. Payment of such fees will only be approved where the membership is directly related to the employee's work for WACC and it is determined that the membership enables the employee to better perform his or her duties.

## **Intellectual Property**

27. Any invention made by any person while an employee of WACC belongs, if the invention is related to the employee's work, to WACC.
28. An employee must advise WACC promptly of any invention that they may make.
29. The copyright in any material produced by an employee in the course of their work belongs to WACC.

## **Termination of Employment**

### End of Fixed-Term of Contract

30. Unless otherwise extended or renewed in writing, all fixed-term contracts of employment terminate automatically at the end of the term of that contract.
31. Fixed-term contracts may also be terminated in accordance with the dismissal provisions herein.

### **Dismissal**

32. WACC may terminate an employee at any time for cause, without notice or payment in lieu of notice, or severance pay, except for payment of outstanding wages and vacation pay earned to the date of termination. The Discipline Policy refers to examples of misconduct that may result in a termination for cause.
33. WACC may also terminate an employee within his or her probationary period without reason. The terminated probationary employee will have no entitlement to notice, payment in lieu of notice, or severance pay, or any other entitlement, except as strictly required by applicable employment standards legislation.
34. Unless otherwise varied by any individual contract, WACC may terminate an employee without cause, by providing notice of termination of employment, or payment in lieu of notice, with such notice based on one month per completed year

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of continuous service, up to a maximum of twelve months, in full satisfaction of WACC's obligation for providing notice. Calculation of pay in lieu of notice shall be based on base pay only.

35. In the event that a longer notice period or a greater amount of termination pay or severance pay, or any other entitlement, is required by applicable employment standards legislation to be given or paid to the employee, WACC shall provide the longer period or greater amount, or other entitlement, to the employee. No other notice, termination pay or severance pay, or any other entitlement whatsoever, either at common law or otherwise, shall be payable except as stated herein.

### **Resignation**

36. Any employee wishing to resign must give written notice to their supervisor with a copy to the General Secretary, and should specify the date on which the resignation will be effective. Any request for leave prior to the date of resignation must be included with the notice.
37. Employees are asked to give not less than four weeks notice of their intention to resign, and senior staff are asked to give a minimum of three months notice.

### **Redundancy**

38. WACC hopes that it will not have to make any employees redundant. However should there be the need to do so, WACC reserves the right to retain employees based on:
  - a. Securing the required mix of expertise and experience to allow the organisation to continue to operate effectively,
  - b. Their overall performance as determined by their Annual Review and employment history, and
  - c. Applying the 'last in – first out' principle if other factors are equal.

### **General**

39. WACC will advise any employee who is leaving of their eligibility for payment of unused vacation entitlement or of any amount that will be reclaimed for vacation taken beyond the entitlement.
40. Upon termination of employment, an employee must surrender all WACC-owned property and equipment.