

Personnel Policy

St. Marys Business Improvement Area (BIA)

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The main purposes of this policy are:

- to provide guidance regarding the recruiting, hiring, and managing St. Marys BIA Staff; and,
- to ensure compatibility with the spirit and intent of related policies of the Corporation of the Town of St. Marys.

The provisions of this Personnel Policy will apply to all employees working and volunteering for the St. Marys Business Improvement Area (BIA).

Nothing contained in this Personnel Policy shall relieve the St. Marys BIA or its employees from complying with all applicable municipal by-laws, provincial and federal statutes.

1.0 CONDITIONS OF EMPLOYMENT

1.1. General Conditions

All St. Marys BIA employees shall adhere to the policies and procedures as set out in this policy.

1.2. Amendments

The Board of the St. Marys BIA may amend any employee benefits or contributions to such benefits at any time at its discretion and in conformity with Federal and Provincial statutes.

1.2. Operating Vehicles

An employee who operates a vehicle for St. Marys BIA projects/initiatives/business must be in possession of a valid Class 'G' Ontario Driver's License.

An employee who drives a private vehicle for St. Marys BIA projects/initiatives/business shall insure the vehicle appropriately, at the cost of the employee.

1.3. Smoke Free Ontario Act

All employees shall adhere to the smoking regulations set out in the current Smoke Free Ontario Act.

2.0 HIRING

2.1 The St. Marys BIA may set up a Committee to manage recruitment, interviewing, selecting successful candidates, and other items related to St. Marys BIA employees.

2.2 Job Descriptions

An approved job description will be completed for all positions. Job descriptions will document the tasks and activities required of the position in order to fulfill the St. Marys BIA's strategic and short-term objectives within the current organizational structure. The job description will determine the types of skills and experiences required of individuals to be successful in the role.

2.2.1 Reviewing Job Descriptions

All job descriptions will be reviewed annually to ensure that they align with the needs, strategic direction and structure of the St. Marys BIA. Job descriptions should also be reviewed when there are significant changes in the direction of the organization and/or position.

2.2.2 Agreement to Job Descriptions

All employees must agree in writing to the written job description for the position(s) they fill.

2.3 Recruitment

2.3.1 Recruitment is through an objective, consistent process.

2.3.2 Approval to recruit will be granted by the Board.

2.3.3 Jobs will be posted in at least the following ways: advertisement in the local newspaper; advertisement on the Town of St. Marys' website; and, notice to the Ontario BIA Association (OBIAA) website. All advertisements will be posted at least 21 before the closing date of the competition.

2.3.4 Job postings shall include:

- Job title
- Essential requirements for education and experience
- Knowledge and skills required
- Key areas of responsibility
- Starting/ending date where applicable
- Hours of work
- Compensation rate
- Closing date of competition
- Respondent
- The following statement regarding acknowledgement of applications: "We thank all candidates for their interest, however, only those selected for an interview will be contacted."

2.3.5 Selecting the appropriate individual

2.3.5.1 Criteria used to select the appropriate individual will be established and documented by the Board and/or Committee set up to conduct this.

2.3.5.2 Applicants who meet the basic requirements of the position may be invited to an interview.

2.3.5.3 Members of the Board and/or Committee who have experience conducting interviews and knowledge of current legislation will form an interview team.

2.3.5.4 The interview team will meet at least 7 days prior to all interviews to set questions and discuss interview process and protocols.

2.3.5.5 Prior to hiring a candidate, the interview team will secure and check at least three (3) references.

2.3.5.6 Everyone interviewed will be informed of the successful candidate in a consistent method after the successful candidate has accepted the position.

2.3.6 Letter of Employment

All individuals external to the St. Marys BIA who are offered a position will sign a Letter of Employment that outlines the working relationship between the individual and the St. Marys BIA.

2.3.7 Orientation

All new St. Marys BIA employees will be oriented to the organization and the position. The BIA will work with the Town of St. Marys to provide BIA Staff with an orientation to the community.

2.4 Probation

The Probationary period for new employees shall be aligned with the Ministry of Labour legislation.

Newly hired employees will be evaluated during the probationary period by the Board or designates. Probationary employees may be terminated in accordance with the Employment Standards Act of Ontario, as amended.

2.5 Filling of Temporarily Vacant Positions

If there is a temporary vacant BIA Staff position, the BIA has the option of using a Temporary Agency and/or short-term Contract until a permanent solution can be found.

2.6 Employment of Relatives

For the purpose of this policy, a “relative” is: a person’s spouse through marriage, common law, or companion; parent; grandparent; grandchild; child; sister; brother; aunt; uncle; niece; nephew; cousin; and, in-law.

Related St. Marys BIA employees cannot work in positions where one supervises the other, or exerts a significant influence over the work or career advancement of the other.

3.0 CONFIDENTIALITY

3.1 General Provisions

The confidentiality of information is an integral part of conducting all St. Marys BIA activity and must be observed by all personnel, Members, and Volunteers.

3.2 Confidential information acquired may not be disclosed through informal discussions or casual conversations. Shared information is to be objectively stated, free of judgmental statements or bias.

3.3 Each person is responsible for the security of information stored by themselves. Confidential information must be kept in a secured place when the holder is not there. This responsibility applies to computer screen information as well. Access to manual files or computer data will take place at a mutually agreed upon time and place between the holder of the information and the person concerned.

3.4 Written consent is necessary prior to the release of any information to a third party outside of the St. Marys BIA. All BIA personnel will be given a copy of this Policy at the beginning of service

and will be required to sign an acknowledgement of receipt to be placed in their personnel file. All St. Marys BIA personnel must protect all information (records) for which they are responsible. Breaches of confidence as they relate to confidentiality policies may result in disciplinary action up to and including discharge.

4.0 CONFLICT OF INTEREST

4.1 General Provisions

Conflict of Interest refers to a situation where a representative's personal relationships or financial interests could be seen as influencing the representative's duty to act in the best interests of the St. Marys BIA.

Representatives of the St. Marys BIA shall refrain from all Conflicts of Interest and be committed to protecting the St. Marys BIA from Conflicts of Interest. For example, if a General Member or Board Member believes there to be a Conflict of Interest, it is their responsibility to inform a Board Member so that it can be examined and resolved.

All new St. Marys BIA personnel shall read and attest that they have read the Conflict of Interest section of this policy when they begin to represent the St. Marys BIA.

4.2 Disclosure of Conflict of Interest

If BIA staff, a BIA Member (this includes Board Members) and/or BIA Volunteer become aware of or become involved in a conflict of interest, he or she shall immediately disclose such conflict of interest to a Board Member. If necessary and appropriate, a conflict of interest matter will be taken to the CAO of the Town of St. Marys.

BIA staff must disclose all business, commercial or financial interests where such interest might be construed as being in conflict with their official duties or volunteer role. This includes disclosing what could be perceived as a conflict of interest. It is the responsibility of all BIA staff to protect the St. Marys BIA from accusations of conflict of interest. For example, if you think another representative may be in conflict, this concern should be brought forward to the BIA Board.

5.0 SALARY ADMINISTRATION

5.1 BIA Staff salaries will be in accordance with the salary range approved for that position by the St. Marys BIA.

5.2 Salaries will be reviewed annually by the Board and/or Committee and approved by the St. Marys BIA Board.

5.3 Goal & Performance Development Plan Reviews will normally occur at least once per year. Individual circumstances may require more frequent reviews.

6.0 PAY SCHEDULE

- 6.1 Employees of the St. Marys BIA will be paid every other week.
- 6.2 Where payday falls on a designated holiday, the preceding work day will be payday.
- 6.3 On each payday, BIA employees will be paid the amount deemed to be their salary earned up to and including the previous Friday.

7.0 HOURS OF WORK AND SCHEDULE

- 7.1 St. Marys BIA personnel will work according to the hours and schedule determined by the Contract. It is understood that the St. Marys BIA has the right to modify work schedules in accordance with the provisions of the Employment Standards Act and at such times, as it is necessary for the efficient operation of the St. Marys BIA.

8.0 DESIGNATED HOLIDAYS AND VACATION

- 8.1 All leave and vacation pay shall be based on the Employment Standards Act of Ontario, as amended.

9.0 ABSENCE FROM WORK AND LEAVE OF ABSENCE

- 9.1 All absences from work and leave of absences shall be based on the Employment Standards Act of Ontario, as amended.

10.0 COMPASSIONATE AND BEREAVEMENT LEAVE

- 10.1 All compassionate and bereavement leave will be based on the Employment Standards Act of Ontario, as amended.

11.0 JURY DUTY / SUBPOENA NOTICE

- 11.1 An employee who is required to serve as a juror or attend quasi-judicial tribunals where subpoenas may be issued will be paid in accordance to the Employment Standards Act of Ontario, as amended.

12.0 INCLEMENT WEATHER

- 12.1 Should inclement weather conditions arise or be anticipated that would make attending the place of work unsafe, the Chair or designate may elect to close the BIA office for a defined period of time. If so, BIA employees and volunteers are released from their duties and may leave the place of work at the designated time.

13.0 PREGNANCY AND PARENTAL LEAVE

- 13.1 All pregnancy and parental leave will be based on the Employment Standards Act of Ontario, amended.

14.0 EMPLOYMENT EXPENSES

- 14.1 Employees authorized to attend a conference, convention, workshop, training, etc. will be paid the following allowable expenses subject to 14.2, 14.3 and 14.4:
- a) Mileage at the approved Town of St. Marys rate where the employee elects to use his/her motor vehicle for travel; and,
 - b) Hotel accommodation, ground transportation, meals as approved by the Board (only when not included in registration fees).
- 14.2 Detailed receipts for all expenses including meals, hotel accommodation, ground transportation etc., must be provided for reimbursement (i.e. items purchased with associated prices, not just a total cost).
- 14.3 The St. Marys BIA will not reimburse expenses for alcohol.
- 14.4 After attending any sort of professional development paid for by the St. Marys BIA, the St. Marys BIA employee must provide a report/update regarding the conference, convention, workshop, training, etc. and how it will benefit/impact the St. Marys BIA.
- 14.5 It is the BIA Treasurer's responsibly to ensure that all BIA Employees fully understand the conditions in Section 14.0.

15.0 EMPLOYER/EMPLOYEE RELATIONSHIP

15.1 General Provisions

Day-to-day supervision of BIA employees will be provided by their designated Supervisor. In all other matters and circumstances, the BIA Employee will report to the xxx of the St. Marys BIA.

For clarification on personnel policy matters, questions should be directed to the xxx of the St. Marys BIA. An employee may ask for the opinion in writing.

15.2 Complaint Procedure

An employee is encouraged to discuss any complaint with their Supervisor.

If an employee is not satisfied with the outcome of such a discussion, then the xxx of the St. Marys BIA may be informed in writing. A decision will be issued in writing to the employee within seven (7) days.

15.3 Disciplinary Procedure

All discipline will take the rules of progressive discipline into consideration. Any discipline action must be authorized by the xxx in consultation with the Board of Directors.

15.4 Termination

Where it is mutually acceptable to both parties, the employee is in contract with any of the BIA's Policies and Procedures, and/or the employee is not fulfilling their Contract, the St. Marys BIA may end the Contract with the employee consistent with the Employment Standards Act of Ontario, as Amended.

16.0 PROTECTIVE EQUIPMENT

16.1 The St. Marys BIA shall provide and pay for protective equipment and clothing for BIA employees as required to safely perform their duties. The determination as to what constitutes appropriate equipment and/or clothing will be made by xxx.

16.2 All employees must wear the safety equipment provided for the job when applicable.

16.3 The St. Marys BIA accepts no responsibility for damage to personal clothing or footwear owned by any employee.

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