

STATEMENT of POLICY and PROCEDURE			
Chapter:	Human Resources	SPP No.	HR 2.03.ON
Section:	Employment	Issued:	Nov. 25, 2019
Subject:	TERMS and CONDITIONS of EMPLOYMENT	Effective:	Jan. 1, 2020
Issue to:	All Manual Holders	Page:	1 of 4
		Replaces:	HR-12
Issued by:	Community Resource Centre	Dated:	Feb 2017

1 POLICY

1.01 Eligibility for Employment

In compliance with federal legislation, new employees, if requested, and as a condition of employment, must present documentation establishing their identity and their eligibility to legally work in Canada. A valid Social Insurance Number (SIN), landed immigrant papers, employment visa, or temporary work permit is deemed sufficient for this purpose. Failure to prove eligibility for employment in Canada constitutes just cause for immediate dismissal, without notice or compensation in lieu of notice.

1.02 Employment Application

Any misrepresentations, falsifications, or material omissions in any data requested on the Employment Application or data requested during the hiring documentation process shall result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment for cause, without notice or compensation in lieu of notice.

1.03 Employment Reference Checks & Criminal Reference Check

The **Community Resource Centre** checks the employment references of all final candidates for employment. Offers of employment are contingent upon obtaining satisfactory reference checks. In order to protect an applicant's privacy and so as not to jeopardize his or her current employment reference checks with a candidate's current employer are not made unless the candidate's permission is obtained. Reference checks from current employers are requested only **after** a conditional offer of employment is accepted.

The **Community Resource Centre** requires a criminal reference check on all paid staff and volunteers who provide direct care services with children and vulnerable adults. This check will be only one part of the CRC screening procedures, which will include personal and professional reference checks.

The CRC will use the Canadian Police Information Computer (CPIC) in an attempt to ensure the safety and well-being of vulnerable people who are receiving services. This reference check will be completed by the local police department, and shall consist of a check through the CPIC system to secure information regarding outstanding criminal code charges, as well as criminal code convictions for which a pardon has not been granted. A Vulnerable Sector Check may also be required, depending on the nature of the position.

A current Criminal Reference Check will be required for all successful candidates as soon as possible after the interview. Successful candidates who refuse will no longer be considered for the position.

STATEMENT of POLICY and PROCEDURE			
Chapter:	Human Resources	SPP No.	HR 2.03.ON
Section:	Employment	Issued:	Nov. 25, 2019
Subject:	TERMS and CONDITIONS of EMPLOYMENT	Effective:	Jan. 1, 2020
Issue to:	All Manual Holders	Page:	2 of 4
		Replaces:	HR-12
Issued by:	Community Resource Centre	Dated:	Feb 2017

Candidates may be hired conditionally, pending the results of the reference check. If the check reveals a conviction, the CRC reserves the right to terminate the employment if it is considered appropriate to do so.

If a history of conviction(s) or outstanding criminal code charge(s) is indicated, it does not necessarily disqualify the candidate. The nature of the conviction(s), the length of time since the conviction(s), rehabilitative and other efforts subsequently made by the candidate, references from past employers and the candidate's duties will all be considered, after being discussed with the candidate. The Executive Director in consultation with the Personnel Committee will assess the potential risk to the CRC and its clients before a decision is made.

The results of the reference check are confidential and will be stored with locked Personnel files. All information obtained on an unsuccessful applicant will be retained in locked Hiring Files for six months and then shredded.

The CRC reserves the right to request a subsequent reference check any time during the term of employment if it has reasonable cause to do so or if it is required by regulation or policy of the program. An employee refusing to provide consent, if requested, may have their employment terminated, depending on the circumstances. The CRC reserves the right to reconsider any agreement of employment if an unsatisfactory CPIC check is obtained during an employee's term.

1.04 **Probationary Period**

All newly hired employees are required to serve a Probationary Period during the first **three (3) months** after their date of hire. For part-time and occasional staff this probationary period will be calculated in the equivalent number of hours: approximately 450 hours of employment. An informal (formal if necessary) performance review shall occur at three months (in order to ensure expectations are clear) and a formal review shall occur at six months. Permanent appointment as an employee of CRC shall be subject to satisfactory performance during the probationary period. Significant absences during the Probationary Period will automatically extend the period by the length of the absence. The employee is classified as Probationary during this period and **is ineligible for employee benefits during this time**. Pay increases are not granted during a probation period.

The purpose of the Probationary Period is to allow time for the organization and the new employee to discover if there is a match between the individual and the organizational requirements for performance of the position. The employment of probationary employees may be ended by either party at any time during the probationary period.

Orientation, training and ongoing performance appraisal is the responsibility of the immediate supervisor of the position. In the case of the Executive Director, the Executive Committee will

STATEMENT of POLICY and PROCEDURE			
Chapter:	Human Resources	SPP No.	HR 2.03.ON
Section:	Employment	Issued:	Nov. 25, 2019
Subject:	TERMS and CONDITIONS of EMPLOYMENT	Effective:	Jan. 1, 2020
Issue to:	All Manual Holders	Page:	3 of 4
		Replaces:	HR-12
Issued by:	Community Resource Centre	Dated:	Feb 2017

fulfil the duties of immediate supervisor. Probationary employees shall be monitored and evaluated for performance on an on-going basis by their immediate supervisor or the Executive Director or designate. The final decision to extend probation or dismiss a probationary employee is to be made by the Executive Director; except in the case of the Executive Director, the Personnel Committee will make such a decision and notify the Board.

1.05 Promotion Trial Period

When there is a promotion of an employee from within the organization, accompanied by a salary increase, the employee shall be placed on a formal trial period for three months. Promotion will become permanent upon satisfactory completion of the trial period. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee finds him/herself unable to perform the duties of the new job, he/she shall be returned to his/her former position and salary level.

1.06 Confidentiality Agreement [Where appropriate, see discussion at HR 2.08ON]

Employees are required to sign a non-disclosure agreement titled the Confidentiality Agreement, either as a separate form or as part of a contract. Employees who improperly use or disclose confidential business or client information will be subject to appropriate disciplinary action, up to and including termination of employment, and possibly legal action, even if they do not actually benefit from the disclosed information. The obligations under the Confidentiality Agreement survive termination of employment and form part of the contract of employment between the employee and the **Community Resource Centre**.

1.07 Driver's License & Driving Record

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license and a driving record acceptable to our insurer. Any changes in an employee's driving record must be reported to the **Executive Director** immediately. Failure to do so may result in disciplinary action, including possible dismissal. Employees who operate company vehicles during their assigned work, or operate their own vehicles in performing their jobs, are financially and legally responsible for any traffic or parking violations. Employees driving their own vehicle for business purposes must maintain adequate insurance at all times at their own expense.

1.08 Employees are required to observe and adhere to the **Community Resource Centre's** published policies and practices at all times.

1.09 The conditions in this Statement of Terms and Conditions shall be outlined to each prospective employee either during the selection process and/or when an employment offer is extended and forms part of the offer of employment.

STATEMENT of POLICY and PROCEDURE			
Chapter:	Human Resources	SPP No.	HR 2.03.ON
Section:	Employment	Issued:	Nov. 25, 2019
Subject:	TERMS and CONDITIONS of EMPLOYMENT	Effective:	Jan. 1, 2020
Issue to:	All Manual Holders	Page:	4 of 4
		Replaces:	HR-12
Issued by:	Community Resource Centre	Dated:	Feb 2017

2 PURPOSE

2.01 In order to protect our organization and to ensure consistency throughout the **Community Resource Centre**, employees must agree to certain conditions of employment before employment commences. This Statement of Terms and Conditions sets out those conditions.

2.02 The **Community Resource Centre** is required by legislation to employ only individuals who are legally authorized to work in Canada. Under the *Canada Immigration Act* and the *Employment Insurance Act*, the **Community Resource Centre** is required to report those individuals who are not legally entitled to work in Canada to Human Resources Development Canada.

3 SCOPE

3.01 This Statement of Terms and Conditions applies to all new hires.

4 RESPONSIBILITY

4.01 Each hiring manager is responsible for ensuring that the appropriate terms and conditions are appended to any offer of employment.

5 DEFINITIONS

None

6 REFERENCES and RELATED STATEMENTS of POLICY and PROCEDURE

Canada Immigration Act and Regulations.
Employment Insurance Act and Regulations.
Ontario Human Rights Code and Regulations
SPP HR 2.02.ON — Recruitment and Selection
SPP HR 2.04.ON — Probationary Period
SPP HR 2.05.ON — Employment Classifications
SPP HR 2.08.ON — Confidentiality and Inventions
SPP HR 5.05.ON — Conduct and Behaviour

7 PROCEDURE

7.01 A copy of the appropriate terms and conditions shall be provided by the hiring manager to each individual at the time of extending an offer of employment as part of the offer of employment.