

*Human Resource Manual For
Provincial Sport Organizations*

September 1998

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I. INTRODUCTION

As provincial sport governing bodies become more sophisticated, professional staff are required in order to maintain efficiency in the organization. Many volunteers, through lack of time or experience, do not have the resources or are not familiar with managing employees. This manual will outline **basic guidelines** for managing human resources of a provincial sport governing body.

Sask Sport Inc. encourages all provincial sport governing bodies and their members to use the material enclosed as they see fit. In some cases, the information may not pertain to your particular management situation. The material is offered as a framework of ideas and definitions in order to provide some guidance in managing the organization.

It is important to keep abreast of the changes to the Human Rights Act and Saskatchewan Labour Code or any other documents that pertain to the following topics. This manual uses information that was current at the time of printing, and therefore is subject to change.

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This is not a policy manual, and therefore Sask Sport Inc. is not liable for any situations or incidents that an individual or representative of a provincial sport governing body might become involved in. Provincial Sport Governing bodies are encouraged to seek the advice of legal counsel, the Saskatchewan Labour Board, and the Saskatchewan Human Rights Commission before making decisions affecting staff hiring, termination, etc.

II. CHOOSING THE RIGHT MANAGEMENT MODEL FOR YOUR ORGANIZATION

The following information is presented to illustrate potential models in order to maximize the staff and volunteers support within the Non Profit Organization.

1) Executive Director/Chief Executive Officer (CEO)

In most cases, committees or Board Members are made up of volunteers. Since these volunteers are usually employed and have other responsibilities outside of the Board that they volunteer for, they often have the skills or the time to "micro-manage". Therefore it is up to the Executive Director to be able to follow the Board of Director's instructions, and to organize staff to carry out the wishes of the Board.

In order for this model to produce the best results, the organization must recruit the best staff possible, considering budget and other pertinent details. Having the most knowledgeable and competent staff will enable the organization to carry out the requests of the Board of Directors.

The benefits to having this type of set-up are obvious. There is a definite order of command as all of the employees know where they stand in the organization. Their job is to fulfill the duties that would be required in order to complete the task that the Board of Directors has established. The Executive Director is the obvious link between the employees and the Board of Directors and he/she must communicate to both parties any comments or concerns.

The down side of this type of organization is that it is very top-down orientated. The Board of Directors are in control and they give the orders for the employees to follow. In some circumstances, the employees might feel that the instructions are not always best for the organization. In this type of situation, it is then up to the Executive Director to communicate to both the employees and to the Board of Directors the purpose of the project and to try to make the two sides work together.

Another problem with this type of management strategy is that seeing as the Board of Directors are usually volunteers, some of the members might not put a lot of effort into the progress of the association. It is the Executive Director's responsibility to monitor the members to make sure

that the comments and suggestions put forward by the Board of Director's will be beneficial to the organization.

2) Two or more Staff that report directly to a Board of Directors

This situation would lead to circumstances where the employees would perform daily operations of the office, but would need the approval of the Board of Directors in order to implement any new strategies.

Regular Board Meetings would be scheduled in order to keep track of the progress that was being made. This, in itself can have both positive and negative consequences.

On the positive side, regular Board meetings would keep the organization in check with its long range plans, because the meeting would produce progress reports and regular updates on certain projects. If extra help was required or if problems arose, the matter could be dealt with at regular intervals.

The down side to this type of situation is that with a volunteer Board, trying to organize a time when everybody could meet might prove to be troublesome. As Board members start to miss meetings, the organization starts to fall apart or lose its sense of cohesiveness.

Another type of problem related to this type of organizational set-up is that there isn't one person in charge. In other words, everybody is treated as equals, and each person has the right to voice their opinion. In order to decide on a course of action, the Board members would have to vote on the issue, using the democratic process that the majority wins.

3) Office Manager

When there isn't an Executive Director in place, the employees of an organization form more of an administration office with one person as the lead office manager. A formal Board of Directors would oversee the operations of the office and would control the projects and daily operations. As in Situation #2, the Board of Director's would vote on matters concerning the organization.

4) Combined position

Some organizations have a combined position that involves both technical and administrative duties. With one person assuming both of these roles, the Board of Directors have to provide support and guidance in order to make the organization a success. This type of organizational set-up is usually beneficial in smaller organizations when the responsibilities can be handled by one person. This helps out the organization financially because only one salary would have to be paid in order for both the administrative and technical duties to be dealt with.

5) Combination of permanent staff and temporary contracts

For some organizations, it is more feasible to employ staff on a permanent basis and then in busier times, hire additional staff. The contracted employee would be used to assist the permanent staff to fulfill the duties of the organization and to provide additional support during high demand. This type of staff management is suitable for sports that have a short season that is very busy. With this type of flexibility, additional staff can be brought in when the sport is at its highest peak, and then when things slow down, they can be released. A permanent staff member would remain working throughout the year to plan, evaluate and modify the programs.

PERSONNEL STRUCTURE IN A NOT FOR PROFIT ORGANIZATION

The following model is a common configuration that is usually adopted in the not for profit setting. It describes the organization membership base and the centralized decision making body called the Board of Directors.

Board of Directors - The Directors are elected to lead the organization toward the established vision of values. The Directors set overall policy and direction for the organization.

Executive Officers - The Officers form a small group selected from among the Board of Directors, known most often as the Executive Committee. Between Board of Directors meetings, this group guides the day-to-day implementation of policy and other functions delegated by the Board. The Officers are not normally a policy group.

Committees - Program or service units are appointed to carry out the wide variety of tasks that are necessary in organizations. In most cases, committee members will be selected from the organization's membership.

Membership - In a membership organization, it is the members who provide the authority for the senior leadership to act. The members elect or select the Directors, identify needs and provide broad direction.

Staff - Many not-for-profit organizations have offices with full or part-time staff. These staff members are responsible for the daily operations of the organization, consistent with the directions established by the Board of Directors. It is very important that the roles and responsibilities are well understood in order to have an efficient office. As well, decision making authority and accountability must also be clearly defined. With these provisions, effective communication should be easily attained.

Policy Making - The Board of Directors performs this function, providing overall direction, creating policies and setting the guidelines for the organization's vision and values.

Operations - Working as one whole unit, the staff, individual programs and services convert the direction of the policy makers into the necessary day-to-day management decisions.

III. ROLES

Association's Role

An association has certain obligations and responsibilities connected with the employees and the volunteers. The association must focus on teamwork in order to provide a strong network for communication. With this network in place, tasks and responsibilities are more obvious.

To begin with, the most important responsibility of an association is to ensure that adequate and frequent communication exists between the Board of Directors and the staff. This communication should include details on all aspects of the sport and the association. Since the staff positions are often the main public relations or media contact in the association, he/she needs to know about accomplishments or achievements in the sport, rule changes, athlete assistance criteria and other pertinent information. If staff are not able to answer a question because he/she does not have any information, credibility can easily be lost. A way to assist in the provisions of information is to ensure a copy of all information is kept in the office. In this way, the staff has access to the information at all times.

The employees and volunteers need to feel included and treated like they are an important part of the team. When knowledge is not passed down, they feel separated and alienated. This produces negative feelings and productivity decreases. See Appendices 1 and 2 on pages 69 and 70 for further examples of how the working relationship between staff and volunteers can deteriorate.

In addition, the association has the obligation to provide a good working environment and should provide the basic necessities such as office space, office equipment, supplies, staff support, telephone and other communication services to all of the employees. All of these items should be in place before the employee begins the job.

In order for an organization to be effective, there has to be a "team" atmosphere. It is therefore the responsibility of the association to ensure that a group environment is produced.

Executive Director's Role

The Executive Director's role depends greatly on how the organization is structured in accordance with its Board of Directors. But in a general sense, the Executive Director has an administrative role in an association. Serving as the Chief Administrative Officer of the association, the Executive Director is often involved in a variety of areas, but is primarily responsible for the management of the association.

The basic roles that should be demonstrated by the Executive Director are:

- 1.) Conduct himself/herself in a professional manner.
- 2.) Contribute ideas to the Board and provide leadership with staff members.
- 3.) Establish good administrative and business practices.
- 4.) Allow recognition to volunteers.
- 5.) Promote the association's aims and objectives.
- 6.) Provide support without taking away the job of the volunteers.
- 7.) Co-operate with other sport associations, media, members and the general public.
- 8.) Abide by the policies and procedures set by the Association's Board of Directors.
- 9.) Continue to improve skills and knowledge.
- 10.) Provide assistance to future Executive Directors if requested and if feasible.
- 11.) Provide supervision for staff members.
- 12.) Establish a strong and positive working relationship with the Board of Directors.
- 13.) Following the Board of Directors' guidelines, the Executive Director must lead staff members in carrying out specific projects and long term plans.
- 14.) Prepare and make recommendations to the Board of Directors on policies and budgets.

These points represent some of the roles and responsibilities that an Executive Director must assume. To perform effectively, the Executive Director must be aware of his/her roles and be committed to them. A more detailed description of the duties and responsibilities of an Executive Director can be found in Appendix 3 on pages 71-72.

Technical Director's Role

The Technical Director is responsible for planning, organizing and directing a comprehensive sport program. He/she organizes and develops the athletic program in accordance to the rules and provisions set up by the Executive Director, President and the Board of Directors. The Technical Director is responsible for guidance in the specific aspects of the sport, and is directly responsible to the Executive Director.

The Technical Director must assume a leadership role in the sport organization. It is important to keep expanding the knowledge and information base in order to better serve the members of the organization. The Technical Director should arrange for appropriate clinics and workshops in order to provide the information to the members of the organization.

The Technical Director also has responsibilities in the areas of supervision, administration and technical development. Depending on the size of the agency, the duties and responsibilities of the Technical Director will vary between different sport governing bodies. A more detailed description of the duties and responsibilities of the Technical Director can be found in Appendix 4 on pages 73-74.

High Performance Coach's Role

Within the framework of the athletic program, the high performance coach's role is to provide leadership in the ongoing development and improvement of the particular sport through coordination, planning, evaluation, and implementation of programs. Based on these guidelines, the coach must provide a well-rounded program in order to maximize the athletes abilities and potential.

The High Performance Coach must have strong communication links with the Technical Director, Executive Director and the Board members. In order for the sport to excel, fluid communication must exist between all members of the sport organization. A more detailed description of the duties and responsibilities of a High Performance Coach can be found in Appendix 5 on pages 75-76.

IV. EMPLOYEE SELECTION

It is almost universally accepted that potential job candidates must participate in a selection interview. For most organizations, it would be very difficult to hire an individual without this face-to-face meeting. In preparing for the selection interview, keep in mind the four functions of this process.

1.) Fill in the gaps of an application or resume: Prior to the interview, it is essential that the candidate's application be reviewed thoroughly and specific questions be written down. This will facilitate the interview.

2.) Provide information to the candidate: It is important not to over emphasize the positive aspects of the organization and, in effect, sell the organization to the individual. This biased point of view sets up unrealistic expectations and can result in employee dissatisfaction. On the other hand, realistic procedures, which provide candidates with important job information, both positive and negative, enable the individual to make an appropriate choice. The outcome here is an overall better match between the individual and the organization resulting in job survival and increased job satisfaction.

3.) Recruit prospective candidates: Obviously not all job candidates will be hired for a particular position, nor will all candidates be interested. However, these individuals may still be interested in working for your organization should another position open for which they are qualified. These individuals become a ready pool of recruited candidates.

4.) Assess skills and knowledge that can only be assessed in a face-to-face situation: Again it is important that your questions are job related. A good practice is to develop a set of structured questions which standardize your approach to each candidate and the content of the selection interview. An example of structured interview questions follows.

- 1.) What made you apply for this position?
- 2.) How did you hear about this job opening?
- 3.) Would you briefly tell me about your work history and education?
- 4.) What special skills do you have which relate to this job?
- 5.) Tell me about your last job. Was your work closely or generally supervised?

- 6.) Supervising other employees and being held responsible for the quality of their work is often a difficult job. What do you find appealing about this type of position?
- 7.) What is the most difficult part of a supervisor's job?
- 8.) What do you think is the best way to motivate employees?
- 9.) How would you promote cooperation among your employees?
- 10.) Suppose employee turnover is excessive in the "ABC" club. How would you analyze and solve this problem?
- 11.) This position would require program planning as well as employee supervision. What are some of the important principles to be followed in planning programs?
- 12.) What do you consider to be your greatest strengths and weaknesses in job performance?
- 13.) Are you willing to work flexible hours, nights, and weekends?
- 14.) How soon can you start work?
- 15.) May we contact your present employer?

FAIR EMPLOYMENT PRACTICES

Everyone should have equal opportunity in employment. *The Saskatchewan Human Rights Code* (February 5, 1995) says employers are not allowed to discriminate on the basis of race, creed, religion, colour, sex, marital status, disability, age, nationality, ancestry, place of origin, sexual orientation, family status or receipt of public assistance.

All areas of employment are protected from discrimination, including the hiring process. The *Code* requires an employer to run a discrimination-free workplace and, in addition, requires that job interviews and offers of employment be conducted in a way that will not discriminate.

There are certain questions the employer cannot ask a job applicant because the information might be used to eliminate individuals from the hiring process for reasons that are contrary to the *Code*. Questions about marital status or pregnancy or religion, for example, are prohibited, as are questions about race or age. These kinds of questions do not give the employer information about how well a person can perform a job. In contrast, inquiry about qualities such as ability and merit are the types of questions that should be considered. When information such as age or marital status is requested, there is the implication that the information will be used. Seeing as these subjects are of a personal matter, they should not play a role in the hiring process, and therefore should not be asked.

Sections in the *Code* expressly state it is strictly prohibited to ask for information pertaining to race, creed, religion, colour, sex, marital status, disability, age, nationality, ancestry, sexual orientation, family status, receipt of public assistance or place of origin of an applicant, either verbally or in written form, during the hiring process. Any application form which asks for this information is in violation of the law.

Appendix 6 on pages 77-78 includes guidelines that will assist employers in the process of hiring new employees. The information is a list of questions which may be asked by the employers and questions which are prohibited. It is not meant to be an exclusive list, but rather it provides guidance in areas of common difficulty.

V. CONDITIONS OF EMPLOYMENT

An employee is guided by the contents of his/her job description and/or employment contract. However there are other aspects of employment that an association should determine, perhaps in conjunction with the Executive.

These are conditions of employment that are important in determining the extent of the employee's position.

Probation Period:

The Saskatchewan Labour Standards Act (February 5, 1995) permits termination with no notice, of an employee who has worked less than three (3) months for the employer. Thus, a probation period of three months would fit under those guidelines.

Every employee hired, regardless of level, should be hired initially on a probationary period of at least three months. The terms of employment should be in writing and should include the length of the probationary period and the standards that are expected for the job.

There should be a performance review at the end of the probationary period. There need not be a pay raise, but if such a raise is given, it should only be given if the established performance standards have been met. If they have not been met, and the employer does not want to terminate the employee at that time, then another probationary period should be instituted.

An employee's performance should be evaluated regularly. Areas of concern should be documented and discussed with the employee. The employee should understand that the consequences of poor performance is termination. Performance reviews should be signed by both the employee and the employer.

It is important to note that if an employee is not able to perform effectively during the probation period, and steps to rectify the situation have failed, the employee should be terminated immediately. There is no need to wait until the probation period has expired.

Immediately after an employee is hired, an intensive orientation should take place. A follow-up on the orientation should occur approximately one week afterwards.

The probation period is useful in providing a new employee the opportunity to understand the organization. If there is a high turnover of new staff members, it could mean an unrealistic picture of the organization is being provided.

Hours of Work:

The Saskatchewan Labour Standards Act defines a work week as being from Saturday midnight to the following Saturday midnight. All employees who work, or are at their employer's disposal for more than eight hours per day are entitled to overtime pay (unless they are in a management position). They are also entitled to overtime rates for any hours worked in excess of 40 hours per week. For weeks in which a public holiday occurs, they are entitled to overtime rates after 32 hours of work.

A responsible and reasonable association should provide limits on the hours of work that the employee puts in each week. In some situations, the required job responsibilities might not fit in to the structured work day, but listed below are a few common alternatives for the basic work week:

- 1) 40 hour work week, with office hours from 8:00 a.m. to 5:00 p.m. and a one hour unpaid meal break;
- 2) 37.5 hour work week, with office hours from 8:30 a.m. to 5:00 p.m. and a one hour unpaid meal break;
- 3) 35 hour work week, with office hours from 9:00 a.m. to 5:00 p.m. and a one hour unpaid meal break.

It will be these hours which form the basis of each employee's monthly salary.

The Executive Director should be responsible for coordinating work hours for additional staff members to ensure all services are available throughout the associations hours of operation. Employers must advise employees as to when their work begins and ends. Employers must give at least one week's notice of a change in the work schedule.

Most employees are entitled to a minimum payment of at least 3 hours at the legislated minimum hourly wage rate every time their employer requires them to report to work. Certain employees are exempt from this rule (eg. students during the school term, janitors, caretakers, school bus drivers, etc.).

Employees are entitled to 24 consecutive hours away from work every seven days.

Employees who work six hours or more are entitled to an unpaid, 30 minute meal break of at least 30 minutes for every five consecutive hours they work.

Special permits may be granted by the Director of the Labour Standards Branch to accommodate flexible hours of work and/or days of rest exemptions.

Overtime:

It is important to realize that not all employees are entitled to claim for overtime hours. According to the Saskatchewan Labour Standards Branch, a manager can be described as a person who is:

- 1) able to hire and terminate an employee
- 2) Paid by a salary on a monthly basis
- 3) exempt from overtime

Based on this definition of a manager, overtime provisions do not apply to managerial employees or other designated employees set out by Labour Standards. All other employees are entitled to receive overtime pay at the rate of 1.5 times their hourly wage rate. Employees can receive credit for overtime hours by either being paid for it (at 1.5 times their hourly wage), or giving the employee time in lieu, when working conditions permit.

Some special rules apply to certain types of employment. Check with Labour Standards to clarify these exceptions.

Should a provision in a contract of service entitle the employee to a more favorable compensation, such provisions shall prevail over the statutory requirements.

To control overtime and to ensure that office hours are maintained, an employee should have all overtime approved in advance. Any time off in lieu of overtime should also be approved in advance.

A sample Overtime Authorization form is included in Appendix 7 on page 79 for your reference.

Attendance Reports:

A record of employee attendance assists in tracking time off work as a result of a leave (sickness, education, etc.), vacation, time off in lieu; and also recording any extra time worked (overtime).

It should be completed on a regular basis, (at the end of each month) and signed by the President or their designate. All forms that pertain to the period of the report should be attached (e.g. authorizations for time off or for overtime worked, etc.).

The attendance report is a good summary of any days used by the employee and can be useful in the event of a termination or a resignation in determining days owing for such things as vacation or overtime.

A sample Attendance Sheet is included as Appendix 8 on page 81 for your information.

Personnel File:

An up to date employee record should be kept on file. The information in the personnel file is strictly confidential and is not to be released without written authorization by the employee, except as required by law. Access should only be granted to the President, the staff relations committee (if relevant), and the employee.

The following information should be kept in the file:

- Application form and resume
- Letters of Reference
- Job Description
- Employment Contract
- Employment Start Date
- Salary and salary range
- Personnel Tax Credits Return (TD1)
- Attendance Forms
- Vacation, time off authorizations
- Performance appraisal forms
- Letters of commendation or reprimand
- Courses completed
- Pension and Group Insurance benefit plan information
- Basic biographical detail

It is the employee's responsibility to keep changes such as name, address, telephone numbers, marital status, etc. up to date.

Information kept in the personnel file is useful for performance evaluations, defense of law suit upon termination and in cases of emergency.

Bonding:

All associations should have their employees bonded to prevent loss due to fraud or theft. Depending on financial controls, (e.g. who signs cheques) of an association, the risk of employee theft/fraud may be high.

Having an employee bonded does not indicate a lack of trust. All employees should be bonded because it is a necessary precaution for an employer. Bonding insures the associations or groups and reimburses them for larceny, theft, embezzlement, forgery or misappropriation of funds by the bonded person.

Blanket fidelity bonding is required to receive funding from and as a condition of membership in Sask Sport Inc. Presently the program covers three (3) members of the association which could include board members, staff or anyone with responsibilities pertaining to money. Other individuals can be bonded for an additional cost and it is at the discretion of the association as to who and how many individuals should be bonded. The limit of the bond is \$100,000.

If during the insurance term anyone or more of these individuals change, the bonding list with the insurance carrier must be advised in writing of any changes.

Signing Authority:

Good internal financial controls must assure amounts owing are paid promptly. With a volunteer Treasurer or President, it may be difficult to get two (2) signatures on each cheque. This is especially true if either volunteer is not located in the same city as the association office.

One of the ways to help expedite this process is to have the Executive Director or Office Manager serve as a signing authority. Either person should not be the only signing authority, but one of two.

Proper controls are not followed if the Executive Director receives a number of cheques pre-signed by a volunteer, nor is it wise to have a stamp with the signature of the President, etc. It is better to have additional Directors serve as signing authorities in case the President or Treasurer is not available.

Employment Contract:

A contract of service is an arrangement whereby an individual (the employee) agrees to work on a full-time or part-time basis for the other party to the contract (the employer) for either a specified or undetermined period of time. Under such a contract, one party serves another in return for a salary or some other form of remuneration.

If it is specific, the contract will assist both parties in determining responsibilities and setting guidelines. Expected and required behavior is detailed by the contract. The contract specifically defines obligations of both the employer and the employee.

Verbal or unwritten terms of employment increase legal liability. By setting the terms and conditions in a legal document, the liability may be minimized and/or limited.

Employment contracts can differ on the terms of employment. However, certain features should be contained in the contract or supporting documents. These are as follows:

- Who the employer is, who the employee is
- contract term
- date of contract execution
- brief job description, signed by both parties
- salary and method of payment
- hours of work
- benefits provided, if any
- vacation entitlement
- overtime, how it will be compensated
- termination conditions
- who employee is supervised by
- renewal clause
- any restrictions/conditions
- signatures of both parties and witnesses

It is not practical or realistic to have a term of contract for more than three years. The contract should definitely not be for an indefinite period. A specific term limits the liability of the employer to that term.

Employees versus Independent Contractors:

1) Definition:

- A contract of service is an arrangement whereby an individual - the employee - agrees to work on a full-time or part-time basis for the other party to the contract - the employer - for either a specified or indeterminate period of time.
- Under such a contract, one party serves another in return for a salary or some other form of remuneration.

2) Qualifying Criteria of a Contract of Service:

It is well established that there are four criteria which can be used to distinguish a "contract of service" from a "contract for service". These criteria are:

- I) The degrees of control, if any, exercised by the employer;
- II) Ownership of the tools required to do the work;
- III) The chance of profit and risk of loss; and
- IV) The extent to which the work done by the employee is integrated into the employer's business.

D) Control

The authority to exercise control not only over what is done, but also over the manner in which it is done, is the most important aspect. An individual is employed under a contract of service if the person for whom he/she works is entitled to direct and control him/her with respect to the final result of the work and the method employed. For example, if the employer controls the time, place and manner of doing the work, then the agreement is a contract of service. It should also be noted that it is not necessary for control to be actually exercised; it is very important however, to determine whether the employer is entitled to exercise control.

This principle has also been expressed in terms of degree. Clearly the degree of control exercised by the person for whom the services are performed over the work done by the provider of those services is the essential criterion to be applied in identifying the relationship of subordinate to superior characteristic of a contract of service. The degree of control depends on the circumstances and often varies with the type of work and the skill of the worker, accordingly, a less direct approach must sometimes be used. Even if there is no direct control, the mere fact that there is a relationship of subordinate to superior may be sufficient to establish that a contract of services exists. A relationship of subordinate to superior exists when a person performing a service is subject to the will and authority of another.

The criterion of control has been broken down into a number of elements:

- 1) The authority to select the person hired;
- 2) The authority to pay a salary or remuneration;
- 3) The authority to determine the work methods used; and
- 4) The authority to lay off and dismiss employees.

For the purposes of the Employment Insurance Act, the term "employment" means the act of employing or the state of being employed, and "employer" means a person who is required to pay a salary or other remuneration in consideration of services performed in a state of employment. It is important to determine who is responsible in cases where the payer exercises what might be called "false control". The act of giving orders and instructions must be distinguished from supervision of work.

The person who supervises the work does not assume the responsibilities of an employer; the supervisor merely ensures that the contractor carries out the contract properly, as it was instructed. The general right to supervise and reject unsatisfactory work does not constitute sufficient control for the purpose of establishing an employee/employer relationship. Giving instructions to someone does not constitute control over the manner in which the work is done.

II) Ownership of Tools

Ownership of the tools is not in itself a determining factor; the fact that a person uses his/her own equipment when executing a job is not sufficient to conclude that the person is self-employed. It must be remembered that in certain occupations it is customary for employees to use their own tools. The fact that the employer provides the tools, materials and facilities simply means that the employer may exercise control over the worker.

III) Chance of Profit and Risk of Loss

An employee's earnings are not usually contingent, as the person does not assume any risk of loss or benefit from change of profit arising from the work that is performed. An employee hired under a contract of service normally shares in neither the profits realized in a successful business nor the losses incurred in an unsuccessful business.

IV) Integration

Under a contract of service, a person is employed as part of the business; the services performed are an indispensable and integral part of that business. Integration is a secondary criterion that can be used to determine whether a contract of service exists in cases where some element of control is present. It is imprudent to consider integration an essential factor, as many subcontractors perform work that is an integral part of the activities on the contractor who pays them. In summary, this criterion is not in itself a conclusive or determining factor. It should be applied only in cases where there is an element of control, but owing to the absence of certain other factors, it is difficult to conclude that a contract of service exists.

3) Factors to be Considered in Establishing the Existence of the Qualifying Criteria of a Contract of Service:

The following factors may indicate that the qualifying criteria of a contract of service has been met:

(a) Remuneration

1. wages, salary
2. hourly, daily, weekly, monthly, annual
3. by the piece
4. by the trip
5. commissions
6. fees
7. lump-sum payment
8. drawings
9. contract basis
10. advances
11. in kind

(b) Time

1. hours, days
2. full-time, part-time
3. continuous
4. deadlines
5. priorities

(c) Place

1. on the road
2. office
3. residence

(d) Fringe Benefits

1. Workers' Compensation
2. Canada Pension Plan
3. Group accident, health and dental insurance
4. Registered pension plan
5. profit-sharing plan
6. collective agreement

(e) Autonomy

1. written reports
2. oral reports
3. hiring of others
4. services performed for others
5. choice of location
6. choice of schedule
7. choice of work method
8. the requirement of personal services

(f) Responsibilities

1. selecting, hiring, paying and dismissing staff
2. suffering the consequences of one's actions
3. accepting losses and other risks
4. entitlement to profits
5. seeing work through to completion
6. safety in the workplace and welfare of employees
7. deciding how work is to be done

(g) Oral and written instructions

1. orders
2. directives
3. command
4. training

(h) Intentions

1. opinion of payer
2. opinion of worker

(i) Facilities

1. tools
2. materials
3. offices
4. stationary
5. vehicles

(j) Ownership of the business

1. The ownership of the business is of vital importance when determining the nature of the relationship between the superior and the subordinate. The crucial question is "Does one of the parties operate the business for his/her own benefit and not solely for a superior?"

4) Oral Contract:

Many contracts of service are merely oral agreements. A contract exists where there is an understanding or agreement that the worker will perform personal services in return for remuneration and where the employer has the right to direct and supervise the manner in which the work is performed. In the case of an oral contract, it must be determined whether the payer is entitled to exercise control.

5) Written Contract:

Some written contracts between payers and workers include clauses expressly stating that a contract of service exists or does not exist. A stipulation in the contract to the effect that a given relationship exists between the parties is irrelevant. The following is an example of this type of provision: "It is agreed that this is a contract for the performance of a service, and that the contractor is engaged as a contractor and is not and will not be considered an employee or a servant of..."

In such cases, the contract must be examined and analyzed thoroughly to determine whether a relationship of principal to agent exists between the two parties. However, an examination of the contract is not sufficient. The circumstances must also be examined in conjunction with the documents to ensure that if there are two ways of interpreting a situation, the interpretation that is consistent with the written contract is adopted.

Contract for Services (Independent Contractors)

1) Definition:

A contract for services is an agreement whereby one party agrees to perform certain specific work stipulated in the contract for another party. It usually calls for the accomplishment of a clearly defined task, but does not normally require that the contracting party do anything themselves.

2) Comments:

A person who carries out a contract for services may be considered a contract worker, a self-employed person or an independent contractor. The self-employed contract worker or independent contractor is required to produce a given result within a set period of time. The payer is not normally involved in the performance of the work, and therefore has no control over it.

An independent contractor is a person who undertakes to produce a given result in the manner which he/she deems most appropriate. While performing the work, the contractor is not under the orders or control of the person for whom he/she is doing the work, and therefore, the contractor can use his/her own initiative in matters that are not specified or determined at the outset.

Under a contract for services, an independent contractor or self-employed worker assumes the chance of profit and risk of loss. By agreeing before he/she is engaged to establish the overall cost of the work he/she is to do, since he/she owns his/her own tools and instruments and is solely responsible for the manner in which the work is done, the self-employed contractor assumes all risks of loss resulting from events that occur during the course of which were not or could not be foreseen when the contract was negotiated. If, on the other hand, the work is completed sooner or more easily than expected, the contractor's profit will be greater.

A contract for services is often used when an organization wishes to have work done which does not fall within its domain.

The relationship between a person and an independent contractor and that between an employee and his employer are sometimes quite similar. The main difference between the two relationships is that in the former case, the party paying for the services is entitled to dictate what is to be done or what result is to be achieved, whereas in the latter case, the employer is also entitled to stipulate the manner in which the work is to be done.

A business includes a profession, calling trade, manufacture or undertaking of any kind including an adventure or concern in the nature of trade, but does not include an office or employment.

Under a contract for services, the person for whom the work is being done exercises general supervision; he/she should see that the work is completed in accordance with the agreement, but it is not up to him/her to give orders to the contractor regarding the manner in which the work is to be done. The mere fact that a contractor receives general instructions from the project manager concerning the work to be done does not mean that he/she can be considered an employee.

What are the consequences of having an employee/employer relationship versus being an Independent Contractor?

Canada Pension Plan:

- Employee/Employer Relationship - Both contribute to CPP
- Independent Contractor - Must pay both employee/employer portion to CPP

Employment Insurance:

- Employee/Employer Relationship - Both contribute to EI; Employee may collect benefits
- Independent Contractor - Earnings are not insurable/not eligible for benefits

Taxes:

- Employee/Employer Relationship - Regular taxes deducted
- Independent Contractor - Regular taxes not deducted

Year-End Reporting:

- Employee/Employer Relationship - Employer required to file T4
- Independent Contractor - Employer not required, but may issue T4A

Note: An employer must issue a T4A Supplementary for employees paid over \$500 within one calendar year.

Worker's Compensation:

- Employee/Employer Relationship - Coverage paid by employer
- Independent Contractor - Must provide own coverage

Overview:

The definitions outlined above should clarify most situations. Where an employer remains uncertain whether an employee/employer relationship exists, they should contact Revenue Canada and obtain Form CPT1 "Request for a Ruling as to the Status of a Worker under the Canada Pension Plan" or "Employment Insurance Act". The questionnaire should be completed by the employer and returned to Revenue Canada for an official ruling on the status of the individual.

Failure to deduct at source where an employee/employer relationship exists could result in the employer paying both portions of CPP and EI, as well as a penalty. An employer who fails to deduct or who fails to remit may be prosecuted and, if convicted, may be fined and/or imprisoned.

It is recommended that the employer take deductions at source to avoid penalties which may arise should an employee leave before the employer receives the official ruling from Revenue Canada determining the status of the individual.

VI. COMPENSATION

Compensation is a reward the employee receives from working for an organization. Compensation rewards can accrue in direct or indirect forms. **Direct compensation** refers to all earnings that are based on time worked or output produced. This would include basic pay (salary), incentive or performance pay, and other payments such as overtime.

Indirect compensation refers to payment in kind. It includes all benefits and services that are provided by the organization to its employees such as income protection and security plans (pension, employment insurance, worker's compensation, and disability insurance), paid time off (vacation, holidays, paid lunch and all other rest periods), and various employee services and prerequisites.

The goals of a compensation system are:

- 1) To attract the required work force,
- 2) To retain it, and
- 3) To motivate employees to maximize their performance levels.

The compensation system must operate within the constraints of sound financial management and legal requirements. In order to achieve the goals, the compensation system must have the following characteristics:

- a) External competitiveness,
- b) Internal equity,
- c) Cost control, and
- c) Legal compliance

External Competitiveness - Unless an employer offers compensation levels that are competitive with comparable organizations, the employer will face difficulty in attracting and retaining employees. Prospective employees, in choosing an employer, will compare the relative compensation levels offered by different employers. Additional factors, such as career prospects, job security, etc. may also be important considerations to prospective employees, but their decision on which employer to join is likely to be based largely on the employers compensation levels.

Internal Equity - This consists of both job equity and employee equity. Job Equity implies that different jobs in the organization are paid according to their respective worth or value. The relative worth of jobs can be assured in terms of job content (responsibilities, functions, and duties) and job requirements (skill, training, mental and physical effort, and environmental conditions).

Employee equity implies that individuals holding the same job within the same organization are paid according to the contributions they make. Such contributions can be judged in terms of performance criteria and/or seniority.

Cost Control - Compensation expenditure must be planned and controlled with the budgetary goals of the organization. By ensuring external competitiveness, job equity and employee equity will also help to control compensation costs. For example, external competitiveness will tend to lower turnover rates, and thereby turnover costs. Similarly, maintaining job equity may help reduce costs associated with employee grievances.

Legal Compliance - The compensation system must also be consistent with the existing legislation in the areas of Labour standards, equal pay, employment insurance, pension, labour relations and occupational health and safety. Compliance with such legislation can be ensured through regular updating of legal information and systematic monitoring and audit procedures.

The following phases are involved in developing and managing an effective pay system:

Job Evaluation - It is important to conduct a job evaluation in order to establish an equitable structure of job values. An equitable pay system is one in which jobs are paid according to their value or worth. Job evaluation is a systematic procedure for determining the value of a job within a firm, relative to all other jobs in that firm. Job evaluation rates the job, and not the worker. By providing a consistent measure of job worth, it determines the relative position of any job in the organization, and thus forms a reliable base upon which the structure of pay rates can be established.

Job Pricing - This process is needed in order to determine competitive, as well as affordable pay levels and pay structures. Pay level is a critical issue to both the employer and the employee. Wages and salaries are an important item of cost to the employer, and for the employee, it sets the standard of living. Therefore pay level has a significant impact on an applicant's decision whether not to join a organization, and whether or not to remain with it.

The lower limit is the level that the employer must pay in order to attract and retain any employees at all. This cannot be below the minimum wage as prescribed by law. The upper limit, above which the employer cannot afford to pay, is in large part governed by forces in the product market.

Pay Level Criteria

- 1) Comparable Wages - Are the wages comparable to those being paid out by other organizations. This criteria is the most widely used in wage discussions.
- 2) Ability to Pay - This criteria focuses on the firm's cost and resource situation
- 3) Cost of Living Criteria - This factor is designed to protect employee's standard of living.

Rate Ranges - Each rate range will have a minimum and a maximum pay rate, and may often have a number of intermediate rates specified as well. The basic issue in constructing rate range pertains to the spread of the range. The general practice is to use a consistent percentage spread.

There are three basic methods in moving employees through rate ranges:

- 1) Automatic Progression - A time based system of moving employees through ranges. If the employee has been at the job for a certain amount of time, he/she will automatically get the rate specified for that period of time.
- 2) Merit Progression - This process is the opposite of automatic progression. Employees are moved through range solely on the basis of their performance. The better they perform or produce, the higher their reward.
- 3) A combination of Automatic and Merit Progression - In this method, automatic progression is permitted until the midpoint of the range. Beyond that specified point, progression is based on performance.

Summary - Pay systems are designed to attract, retain, and motivate employees. In order to meet these objectives, pay systems must provide:

- Pay levels that are comparable with other firms operating in the same labour market
- Structures of pay rates for jobs that reflect the relative worth of jobs
- Individual pay levels that are commensurate with the personal contributions made by individual employees.

***Source: Human Resource Management in Canada

VII. ADMINISTRATION CENTRE PAYROLL SERVICE

The Administration Centre for Sport, Culture & Recreation, provides a computerized payroll service which is available to all members of Sask Sport Inc.

The main objective of the payroll service is to produce a timely as well as accurate payroll. The payroll department has responsibilities to and for the employer and employee alike.

All employees on the payroll service are paid on a semi-monthly basis - 15th and last day of the month. If the fifteenth or last day of the month falls on a weekend or a public holiday, the employee would be paid on the last working day prior to the weekend or holiday.

The following outlines briefly what the payroll service provides:

- All employees are paid on a timely basis.
- Employees can be paid either as salaried or hourly.
- All Employees have a choice of receiving their net pay either by cheque or a direct deposit to an account at any financial institution.
- A statement of earnings and deductions is provided to each employee at each pay period.
- All earnings such as regular pay, retro pay, vacation pay, and bonuses are calculated and/or paid as per written authorization from the employer.
- All statutory deductions, Income Tax, Canada Pension Plan contributions, and Employment Insurance premiums, are automatically calculated and remitted to the Receiver General within the required time lines, as set out by Revenue Canada.
- All other deductions e.g. group insurance premiums, Company Pension Plan contributions, parking, Canada Savings Bonds, etc. are set up as fixed amounts and taken off at each pay period as approved by the employee/employer.
- Taxable Benefits are calculated where applicable.
- Manual cheques can be issued between pay periods if a cheque is required urgently and then recorded into the system to update the earnings and deductions fields as required for T4 purposes.
- Upon termination of employment a Record of Employment is completed within five days of the last day worked.

- All T4/T4A supplements are issued to each employee prior to the last day of February of each year.
- T4 & T4A summaries are filed with Revenue Canada, along with a copy of all T4/T4A supplements. (A copy of all T4/T4A's along with appropriate summaries are also maintained by the payroll department).
- A payroll file is maintained for each employee on the payroll system. This file contains all basic employee records and information. e.g. Employee name and address, date of birth, Social Insurance Number, start and end dates of employment, regular rate of pay, salary changes, TD1, direct deposit information, Group Insurance and/or Company Pension Plan information, a copy of any Records of Employment issued, as well as all other incoming and outgoing correspondence.
- All employees on the Administration Centre payroll service are eligible to join the Group Insurance and/or Company Pension Plan as approved by their employer.
- Group RRSP's are available to all employees on the Administration Centre Payroll.
- All employees have coverage for Workers' Compensation. (This premium is billed back to each employer on an annual basis).

Procedure for Joining the Administration Centre Payroll Service

In order to utilize the Administration Centre payroll service, the payroll department requires the following:

- A Payroll Authorization form completed by the employer and signed by the Association President.
- TD1 - "Personal Tax Credit Return" completed and signed by the employee.
- Payroll Direct Deposit form completed by the employee if this method of payment is preferred rather than a payroll cheque.
- Enrollment forms for Group Insurance Coverage and Company Pension Plan, if the plans have been adopted by the respective employer.
- Employee Time Sheet if the employee is being paid on an hourly basis as opposed to salaried. This form would be completed for each pay period.

All of the above forms can be requested from the payroll department, as the need arises.

Upon receipt of the above payroll forms, the payroll department will set up each employee on the computerized payroll system and their pay will be produced automatically each pay period until advised otherwise by the employer.

Any changes in employee status (e.g. salary, other deductions, name or address change, bank account information for direct deposit) must be received in writing by the payroll department at least 5 business days prior to the pay date (15th and last day of each month). Any changes received after these cut off days will be processed on the next payroll run.

Payroll Service Charges

There is an initial set up fee for each new employee that joins the Administration Centre payroll service, as well as a charge for each pay issued per employee. Additional charges for the following will apply if applicable: Direct deposit recalls and/or a stop payment issued on a payroll cheque; issuing a Record of Employment; Benefits administration (Pension/Group Insurance); as well as a charge for any late changes, e.g. where a manual cheque, etc. must be issued. Each association will be billed quarterly for their cost of the payroll service charges. Each association receives a statement summarizing their individual payroll charges.

Method of Payment - Employer Cost of Salaries & Benefits

Upon joining the Administration Centre payroll service, each association will be required to complete an Pre-Authorized Payment form. This will give the Administration Centre authorization to directly debit each association's bank account for the total amount of the employer cost of salaries and benefits on each pay date. This form must be received prior to the employee receiving his/her first pay. Because the funds are automatically withdrawn, this eliminates the need for the association to issue cheques for payment of salaries & benefits.

Each association utilizing the Administration Centre Payroll service will receive a PAP (Pre-Authorized Payment) Debit Report prior to each pay date indicating the total amount that will be withdrawn from their bank account each pay period. This report lists each employee being paid, the employer's cost of salary as well as itemizing the cost of each benefit (e.g. CPP, EI, Group Insurance and Company Pension).

It is the responsibility of each association to ensure that there are sufficient funds in their respective bank accounts to cover the cost of these salaries and benefits. This will also avoid any N.S.F. charges by the bank to the association.

The payroll department will also require a PAP mailing address form to be completed, indicating who in the association is to receive the PAP Debit Report.

Other

Each association will be responsible to maintain its own employee records for the following:

- Vacation days accrued, banked and taken year-to-date.
- Sick days accrued, banked and taken year-to date.
- Overtime earned, banked and taken year-to-date.

All payroll forms and any payroll inquires should be addressed to the attention of the Payroll Department, Administration Centre for Sport, Culture & Recreation, 1870 Lorne Street, Regina, SK. S4P 2L7.

VIII. EMPLOYEE BENEFITS AND ALLOWANCES

Benefits and remuneration are generally paid by the employer on behalf of an employee. Employee benefits are non-cash items or services provided by the employer.

One direct benefit is derived from Workers' Compensation Board (WCB), which, unlike the other benefits, is not subject to any deduction from the employee; the employer pays the entire premium.

Indirect payments which will benefit an employee in the future are also forms of remuneration. These payments, or benefits, are made available to employees regardless of who pays the premium. Each of the following are some forms of benefits that may be offered to employees:

Parking: An employer may either subsidize completely, or partially, the employee's parking, so that employees can use their automobile in carrying out their job responsibilities and for daily use.

Group Insurance Plan: Sask Sport Inc. has a benefit package available to associations who utilize its payroll service. The following items are provided in the package:

- Basic Life Insurance
- Basic Accidental Death & Dismemberment
- Short Term Disability (Weekly Indemnity)
- Long Term Disability
- Healthguard
- Dental Care
- Vision Care
- Optional Term Life Insurance
- Optional Accidental Death & Dismemberment

Employees may participate in the group insurance plan after a three month probation period. Premiums for this coverage are usually shared by the employee and the employer, and can be negotiated by contract upon hiring. An information booklet is available through Sask Sport Inc. Human Resource Department.

Registered Pension Plan: Sask Sport Inc. also offers a pension plan for all associations utilizing the payroll service. Employees of participating employers in the plan may join the plan on the first day of the month coinciding with or following the completion of 3 months of continuous service.

The basic purpose of the Plan is to provide retirement and related benefits for and on behalf of the members of the Plan.

Participating Employer contributions shall be subject to a minimum contribution of the employees earnings as set out in the plan text. Employee's have the flexibility to contribute any amount they wish, keeping in mind that the combined contributions for the employee and employer cannot exceed the limits as set out by Revenue Canada.

There are a number of options an employee must elect upon joining the plan. The Sask Sport Inc. Personnel Department will provide the information each employee requires in making their selections. Employees are encouraged to seek professional financial counseling before making their elections. An information booklet describing the Pension Plan is available through Sask Sport Inc. Personnel Services.

Group Registered Retirement Savings Plans: Employees who are on the Sask Sport payroll service may participate in the Group RRSP. The RRSP contribution will reduce taxable income, prior to calculating any required income tax deduction.

Employer RRSP contributions are subject to withholding for Canada Pension Plan contributions and Employment Insurance premiums. Employer contributions to an RRSP are considered a taxable benefit to the employee.

Other types of benefits that may be paid by the employer are: professional membership fees, tuition fees, club memberships, counseling fees, moving expenses, etc. The employee should be aware that some benefits paid by the employer may become part of the employee's taxable income and some may not.

Allowances and Reimbursements: An employer's allowance to an employee is different than a reimbursement. A **reimbursement** is a payment that an employer makes to an employee as repayment for amounts the employee spent while conducting the employer's business. Generally, the employee completes a claim or expense report detailing the amounts spent. The reimbursement, which becomes part of the employer's business expenses, is not included in the employee's income. A sample Weekly Expense Statement form is included as Appendix 9 on page 83 for your reference.

However, an **allowance** is payment an employer makes to an employee in addition to the employee's remuneration. If the allowance is considered reasonable, it will not form part of the employee's taxable income for the year. An allowance for using a motor vehicle is considered as reasonable only if **all** of the following conditions apply:

- it is based solely on the number of business kilometres driven in a year;
- the rate per kilometre is reasonable; and
- you did not reimburse the employee for expenses that relate to the same use.

Summary: There are many types of benefits and/or allowances that may or may not have to be included in an employee's income. Whether or not these benefits and/or allowances are taxable depends on a number of factors. More information can be obtained from a Revenue Canada Income Tax Office.

IX. LEAVES

In a number of situations an association is required by provincial law to provide a leave of absence to its employees. The intention of this section is to identify what is required by the Labour Standards Act.

Holidays: The Labour Standards Act provides for nine statutory holidays per year. These include:

- 1) New Year's Day
- 2) Good Friday
- 3) Victoria Day
- 4) Canada Day
- 5) Saskatchewan Day
- 6) Labour Day
- 7) Thanksgiving Day
- 8) Remembrance Day
- 9) Christmas Day

The regulations state that when New Year's Day, Christmas Day or Remembrance Day fall on a Sunday, the following Monday shall be reserved as the holiday.

Vacation: An employee who has worked one year is entitled to three weeks paid vacation. However, the employer may provide the three weeks any time prior to the end of the second year, or provide vacation pay at 3/52 of the annual salary. On the tenth anniversary of employment and subsequent anniversaries, an employee is entitled to four weeks paid vacation or 4/52 of the annual salary as pay. The supervisor should approve the vacation time. Some organizations permit the carry-over of one or more weeks to the next year of employment. For example, one week might be carried over providing four weeks vacation the next year. A reasonable limit should be set to avoid continuous carry-over. See Appendix 7 on page 79 for a sample Vacation Authorization form.

Sick Leave: Sick leave is not a requirement under the Saskatchewan Labour Standards Act. Generally, sick leave of 1 to 1 1/4 days per month is given with some organizations permitting accumulation of sick days.

Worker's Compensation: Only employees whose employers have contributed can claim benefits from Worker Compensation. If an injury occurs on the job, both the employer and employee must complete a standard administration form. The form is available from the Worker Compensation Board. If you need to apply, please discuss this with the Payroll Department of Sask Sport Inc.

Maternity Leave: Maternity leave is available to any employee who has been employed by her employer for a total of at least 20 weeks in the 52 weeks immediately preceding the day the requested leave is to begin.

The employee must provide the employer with written notice plus a doctor's certificate indicating the estimated date of birth, at least four weeks before the leave begins. Eighteen weeks are available for the leave (or up to a maximum of 24 weeks if there is a medical reason preventing a return to work - medical certificate is required for this extension). Before the employee is to return, she must provide at least fourteen days written notice.

The full period of the maternity leave is an unpaid leave. An employee may get benefits through Employment Insurance (Details can be obtained from the nearest Human Resource Development Canada (HRDC) office. The employee requires a doctor's certificate and a record of employment to apply. There is also a two week waiting period before benefits are paid.

Since it is an unpaid leave, the only concerns from the employer's perspective is that the employee must be given a comparable position upon return, and that the same salary and same benefits must be provided (dental, medical, disability or life insurance, accidental death or dismemberment, pension plans, and RRSP's) as was available prior to the leave.

Employers may not dismiss, suspend, lay off or otherwise discriminate against an employee who is pregnant, temporarily disabled because of pregnancy, or who has applied for maternity leave.

Employees on maternity leave can continue participating in company benefits plans. Arrangements should be made with the employee prior to the start of the leave for the continuation of the benefits. An employer may require the employee to pay contributions required to maintain the benefits.

Benefit plans that an employee can continue participating in while on maternity leave include medical, dental, disability or life insurance, accidental death or dismemberment, registered retirement savings plan, and other pension plans if applicable.

Parental Leave: Parental leave is available to any employee who is currently employed and has been working for the employer for a total of at least 20 weeks in the 52 weeks immediately before the day the leave is to begin.

The period of leave is 12 consecutive weeks and may be taken in any combination during the month before or eight months following the estimated date of birth or day on which the child comes into the employee's care.

An employee must give four weeks written notice of their intention to take parental leave. An employee on maternity leave who wishes to take parental leave must also give the employer four weeks notice before the day the employee was scheduled to return to work. Employees who plan to take both maternity and parental leave must take the two leaves consecutively.

An employee who wishes to resume work once the leave is over must give the employer 14 days notice of his or her intention to return to work. The employee must be reinstated in the same position or similar position with no loss of accrued seniority or benefits and no reduction in wages. Employers may not dismiss, lay off, suspend, or otherwise discriminate against an employee who has applied for parental leave.

Employees on parental leave can continue participating in company benefits plans. Arrangements should be made with the employee prior to the start of the leave for the continuation of the benefits. An employer may require the employee to pay contributions required to maintain the benefits.

Benefit plans that an employee can continue participating in while on parental leave include medical, dental, disability or life insurance, accidental death or dismemberment, registered retirement savings plan, and other pension plans if applicable.

Adoption Leave: Adoption leave is available to any employee who is currently employed and has been working for the employer for a total of at least 20 weeks in the 52 weeks immediately before the day the leave is to begin. The employee must be the primary caregiver of the adopted child during the period of leave.

As in the other cases, four weeks written notice must be given. The period of unpaid leave will be 18 weeks beginning on the day the child becomes available for adoption. Like maternity and parental leave, adoption leave will not constitute a break in service. As a result, seniority and recall

rights will continue to accrue while an employee is on leave. In addition, the same benefits must be offered to the employee upon return, and the employer cannot dismiss, lay off, suspend, or otherwise discriminate against an employee who has applied for adoption leave. The employee must give the employer 14 days written notice of his or her intention of returning to work.

Employees on adoption leave can continue participating in company benefits plans. Arrangements should be made with the employee prior to the start of the leave for the continuation of the benefits. An employer may require the employee to pay contributions required to maintain the benefits.

Benefit plans that an employee can continue participating in while on adoption leave include medical, dental, disability or life insurance, accidental death or dismemberment, registered retirement savings plan, and other pension plans if applicable.

Bereavement Leave: On the death of any member of the immediate family, an employee with at least three months service may be granted up to five days without pay beginning the week of the death. Immediate family is defined as a spouse, parent, child, grandparent and sister or brother of an employee or spouse.

Voting: In a provincial election, employees who qualify as voters are entitled to three consecutive hours in which to vote. If the employees' hours of employment do not allow for three consecutive hours outside of work to vote, the employer must grant the employees additional time, as necessary, to provide for three consecutive hours. The leave will be at a time that is convenient for the employer. Employers may not deduct pay from or otherwise penalize employees who are absent during that time because they are voting.

In a federal election, employees that qualify as voters are entitled to four consecutive hours - while the polls are open- in which to vote. Upon request, employees must be granted sufficient time off work, with no deductions from wages, to make up for the four consecutive hours.

There is no legislation governing municipal elections.

Education Leave: Some organizations will provide the opportunity for the employees to return to school in order to upgrade skills. This leave can be with or without pay.

Jury Duty: In Canada, a citizen that is summoned to serve on a civil or criminal jury has the right and obligation to do so. Employers must give a leave of absence, with or without pay, to act a jurors.

X. TERMINATION OF EMPLOYMENT

Termination may be defined as the permanent end of a working relationship or loss of employment from an organization or place of work. Termination may be initiated by the employee through resignation; may come about through the normal course of events, as with retirement or the expiration of a contract; or may be initiated by the employer.

Employees cannot be terminated without cause. If there is no cause, a period of reasonable notice must be given (See section on Statutory Notice of Termination). Employees can be legally terminated without reasonable notice only if the termination is for cause. As a result, every termination, other than those which are without doubt for cause, should be viewed as a wrongful dismissal.

The following guidelines for the effective release of employees are suggestions only. **Every termination should be treated individually, with the assistance of legal counsel.** It is therefore imperative that legal advice be sought before the actual dismissal of any employee. Badly handled terminations can cause the association to be drawn into extremely expensive and time-consuming lawsuits.

Possible Reasons/Situations for Termination:

Fit: The individual no longer "fits" in with the culture or philosophy of the organization or will not accept the presence, style, or values of a new manager or department head.

Philosophical Differences: The employee and his/her manager disagree on direction of strategies for running the department or division.

Poor Relationship: The employee has difficulty working and getting along with other employees.

Technical Incompetence: The job has either outgrown the employee or he/she has not kept up with the changes in the field.

Performance: The employee's performance has not been meeting the minimum standards and requirements for the position. Before an employer terminates an employee for poor performance, the organization must ensure that the individual knows he/she has a problem. The employee should have been given sufficient time to improve. Performance reviews should have been conducted, documented and discussed with the employee. A termination for performance will not come as a surprise to the employee if these steps have been taken.

Job Redefinition: The position is redefined or reclassified; the employee's skills, experience and qualifications no longer match the new job specifications; and retraining is not a viable option or cannot be completed quickly enough to allow the incumbent to be considered as a candidate for the redefined position.

Insubordination: The employee refuses to carry out the instructions or directives of a superior or to perform a function of the job.

Misconduct: The employee is guilty of unbecoming behavior or actions which could be considered harmful or prejudicial to the company, its products or property (eg. misappropriation of cash, indecency, theft, etc.)

Reduction/Downsizing: This can result from a change in the nature or volume of work because of business or economic conditions, a geographic move or through a merger.

No matter what the reason is for the termination, legal counsel should be consulted and you should review your termination policies to make sure that your organization is covered for any eventuality (especially a wrongful dismissal suit) and that the employee receives fair treatment.

Avoid terminating an employee while you are angry. All terminations should be made rationally and only after the situation and circumstances have been thoroughly reviewed. By the same token, avoid accepting an employee's resignation tendered in anger and frustration. Allow the employee time to cool off and discuss the reasons for his/her unhappiness.

Review each termination to ensure a dismissal is necessary. You must be clear in your own mind that the decision to release an employee is a sound business move and not one based on personalities or made on the spur of the moment.

Make sure all warnings and other disciplinary actions, meetings, conversations and incidents are documented.

Employees who are pregnant or on maternity leave must be reinstated to their original positions or provided with similar work at the same salary, with the same benefits and with no loss in seniority; termination can only occur after the employee has returned to work.

Human rights and constitutional rights legislation also play a role in the termination process. Human rights legislation stipulates that an employer cannot discriminate against an employee because of:

- age
- race
- sex
- color
- religion
- pregnancy
- marital status
- physical or mental disability
- ethnic origin

Therefore when an employee is about to be terminated, it is important to ensure that discrimination is neither involved nor implied, even if it is unintentional.

Termination Policies: One topic that is almost never covered in a hiring or recruitment interview is the termination of that employee, particularly for non-disciplinary causes. It is important that the topic be covered in the employee's handbook or policy manual. The termination policy should include:

- a general statement on the intent of the policy
- a formula for notice and/or severance
- Benefit Entitlement
- Pension Entitlement (if appropriate)
- a probationary period (usually 90 days) during which time an employee may be terminated without cause

The policy should allow for flexibility in terminations. Each termination must be reviewed individually. Circumstances might dictate, because of age, length of service, seniority, or a specific situation in which the policy might be disregarded and its limits exceeded.

Just Cause: Just cause for dismissal includes any act by the employee that could seriously affect the operation, reputation, or management of the company. This would include fraud, drunkenness, dishonesty, forgery, insubordination, continuous absenteeism, or refusal to obey reasonable orders (provided that the order presents no danger to the employee and is legal).

The onus for proving the existence of "just cause" is the employer's. If there is no cause, then an employee must be terminated by giving reasonable notice.

Statutory Notice of Termination: The various provincial employment (or labour) standards acts have specific provisions for notice periods or payments in lieu of notice on termination. In Saskatchewan, Labour Standards requires the employer to give **minimum notice** for individual terminations as follows:

<u>Length of Service</u>	<u>Minimum Notice</u>
0-3 months	0 weeks
3 months - 1 year	1 week
1 - 3 years	2 weeks
3 - 5 years	4 weeks
5 - 10 years	6 weeks
10 years and over	8 weeks

These are **bare minimums** and based on recent judgments and settlements, should be reviewed with a lawyer to avoid legal action by the employee against the organization.

Pay in lieu of Notice: Under the Labour Standards Act, an employee must give written notice to an employer before a lay-off or a discharge occurs. If this notice is not given, pay in lieu of notice is required. This payment means that the employee receives normal wages for the minimum notice period. Annual holidays do not form any part of the notice period and annual holiday pay cannot be used as pay in lieu of notice. The notice and pay requirements do not apply if the employee is dismissed for just cause.

Termination Pay: When an employee is terminated, the employer must, within 14 days after the last day worked, pay:

- all wages owing
- all holiday pay owing
- any pay in lieu of notice (if required)

Severance Pay: Severance pay is a cash amount paid to an employee on termination over and above the requirement as stated in the employment standards act. This amount is usually calculated in weeks or months of gross salary and benefits.

Benefits on Termination: Most employment standards legislation requires that benefits be continued for the statutory notice period. Depending on the company's benefits plan, however, certain benefits may continue or cease on termination. Employees should be advised of their entitlement and options to purchase other coverage on leaving the company.

- 1) Vacation and/or overtime pay - By law, an employer must pay for any vacation and/or overtime that has accumulated up to the time of termination. Income tax, CPP and E.I. will be withheld at the required rates.
- 2) Disability Insurance - This coverage usually ceases the day of termination. This will be dictated by your insurance carrier.
- 3) Life Insurance - Most policies cover the employee for an additional 31 days after termination. The employee (under most plans) has the option of continuing the coverage by purchasing term insurance for one year before conversion to permanent insurance.

4) Group Health and Dental Plan - May be continued beyond last day worked. Benefits carrier must be notified. However, if they cease, health insurance may be purchased by the employee from Blue Cross, etc.

5) Pension - If the employee's pension is not vested, contributions could be refunded or transferred to an RRSP. If the pension is vested, the employee should be advised of what his or her options are. (Refer to the Company Pension Plan Text).

Benefits information should be included as part of the severance letter or as a separate attachment to the letter. It is important that all financial information be available to the employee as this will probably be the biggest initial concern.

The Termination Letter - Every employee released from an organization should receive a letter or agreement that clearly outlines, as simply as possible, the terms and conditions of the termination. To prevent the chance of a lawsuit being filed, **legal counsel** should be involved in drafting the letter or agreement. It should include mention of:

- the effective date
- the amount of severance pay
- the form of payment (lump sum, salary continuance, etc.)
- benefits (whether they continue or cease)
- vacation and/or overtime (accumulated to last day of work)
- pension
- job search assistance (if any)
- other housekeeping items such as returns of office keys, car, credit cards, repayment of loan, or expense advance;
- willingness to provide references if feasible or practical (if terminated for poor performance etc. a letter of reference may not be appropriate)
- name of a contact in the benefits and/or payroll department(s)

The letter should be reviewed by legal counsel to ensure that the severance package is fair and the company's interest are protected.

Releases - Organizations terminating employees may choose to use a release as a deterrent against litigation. The release should be signed to indicate acceptance of the organization's final offer. If counsel advises or the company has a policy which says terminated employees must sign a release

before severance moneys are paid out, then an appropriate period of time should be extended to the individual to review and seek advice on the conditions of the offer before signing and returning the release.

The release should be approved by the organization's legal counsel. If the employee refuses to sign the release, the severance amount established by employment standards legislation must still be paid out.

Employees should not be asked to sign a release on the day of termination: this could be considered duress by a court. The employee will be in no condition emotionally to make rational decisions. Three or four weeks is considered adequate time.

Resignation - In Saskatchewan, there are no labour laws stating that the employee is required to give a notice period to the employer before resigning, unless specified under an employment contract. Out of courtesy, an employee should give his/her employer reasonable notice.

Record of Employment - It is a legal requirement that a Record of Employment (ROE) form for Employment Insurance be issued on the last day of work. If the form is not available on the day of termination, it should be provided within five (5) calendar days of the interruption of earnings (termination day) of the day the employer became aware of the termination, whichever is later.

The ROE is used by the HRDC to determine if a person qualifies for Employment Insurance Benefits, how much they are entitled to, and for how long.

If the Administration Center Payroll Service is being utilized, the association must notify the payroll department, in writing, the date of the employee's termination, and of any additional moneys, other than regular pay, that will be paid out. The type of payment(s) and the amount(s) will be entered on the ROE accordingly. Also, the reason for the termination must be indicated as well.

Termination or Exit Interview - Before an employee leaves, an interview should be conducted so the employee knows the facts behind the termination, or in the case of a resignation, so the employer knows why the employee is leaving. It may be more productive to have someone other than the President, who is usually the immediate supervisor conduct the interview. If the employee is being terminated, the interview should last no more than 10 to 15 minutes, and the employee should know

within the first two or three sentences that he or she is being terminated and why. In the case of a resignation, the exit interview could be conducted two or three days prior to the employee's leaving.

A termination/resignation checklist should be prepared and reviewed during the final interview. This list should include items such as:

- Canada Savings Bonds purchased through payroll
- pension options
- benefit coverage
- vacation pay
- overtime
- expense advances
- credit cards
- telephone calling cards
- keys to the office
- company car, etc.

Announcement to Staff and Board of Directors - A written internal memo with a simple statement should be circulated to staff and Board of Directors when an employee has been terminated. If this information is not provided, it will result in speculation and rumors.

Conclusion: How a termination of employment is handled depends on many factors. Not all the information provided will be appropriate for all employers. It is important, however, that the process of terminating employees be carefully thought out and handled in a professional manner as well as being legally "acceptable".

*** Source: Sask. Labour Standards; Human Resources Management; Canadian Payroll Association Manual.

XI. SUPERVISION AND EVALUATION

Proper supervision and evaluation are essential when trying to make employees an asset to an association. The methods of supervision and evaluation should not only be predetermined, but also be flexible enough to be changed if necessary.

In the following material, alternatives regarding supervision and evaluation will be discussed. Some problems that could occur will be alluded to.

Supervision

Sport organizations require people with initiative and those who can work without constant supervision. However, the supervision provided by the supervisor has to be timely and appropriate. Communication is an important aspect of supervision - it should be frequent and useful.

Lines of Authority - Due to the various organizational models, lines of authority vary between organizations. It is important for all employees to understand the correct lines of supervision and management.

Therefore, when an employee is hired by an association, he/she should receive a full orientation of the organization. This will familiarize the new employee to the association and will enable them to understand the personnel structure. When there are multiple staff members, it is important for the employee to understand the management structure, and know who supervises the different areas.

In the case of the Executive Director, his/her supervisor should be the President of that organization. Only the President should be involved in supervision to avoid the problem of reporting to more than one person. If a Board Member requires the Executive Director to carry out a significant job assignment, the appropriate process is to work through the President. This also ensures that the President is aware of the activities of the Director. However, to avoid unneeded bureaucracy and to enhance efficiency and communication the board and executive director should establish reasonable access and communication guidelines.

In the situation where an Executive Director or other staff position is shared by two or more associations, a management committee would be formed of the Presidents of each of the associations. Regular meetings such as bi-weekly or monthly sessions should occur to allow for

resolving problems and determining priorities for the Executive Director's time and efforts. At different times of the year, the sharing arrangement may be altered. For example, in the peak season of one of the sports, the Executive Director's time required may be more than the 50% allocation provided to that organization. The management committee should ensure this flexibility is available.

Methods of Supervision - Some associations use various methods of supervision. Attendance reports, regular meetings, setting objectives, interviews, authorization of various activities and written reports are some of the methods that are applied. A periodic review of the job description is also used in supervising the employee.

When determining the method(s) to be used, an association should decide what the reasons are for the supervision. Obviously, a new employee requires more supervision in order to become familiar with the position. During the probation period, a major aspect of supervision will be to evaluate the employee and to monitor their improvements and to offer more guidance in certain areas.

Evaluation

Organizations should conduct performance appraisal sessions for staff, in addition to providing ongoing performance feedback. Unfortunately, employers usually conduct this review in one meeting where the employee and the appraiser discuss a wide range of topics. The subjects are directed towards performance feedback and appraisal, goal setting and salary negotiations.

This once a year meeting will not motivate an employee to improve performance because a list of desired improvements can result in discouragement and defensive reactions that undermine improved job performance. A more helpful procedure involves a segregated three-stage approach to performance appraisal: ongoing performance feedback, performance goal setting, and salary review discussions.

1). **Performance feedback** should be an ongoing activity. An employee will be more willing to accept suggestions for improvements if they are delivered in small packages. Accumulating observations and performance criticism over the course of the year is neither efficient nor fair. The employee should be counseled throughout the year to re-evaluate goals, make appropriate changes and generally keep within the expectations of the job. The effectiveness of the counseling will determine how well the employee accomplished the predetermined goals.

2). **Performance goal setting** is the key to improving employee performance; it is far more effective than criticism. Improvements in performance are achieved more readily when an employee and supervisor set specific goals together. By setting measurable objectives, a specific goal can be accomplished in a set period of time. In order to make this more feasible, goals can be tied in with monthly reports or regular meetings. "Big Picture" goal setting, coupled with reviews at regular meetings are far less threatening and much more likely to improve performance. As well, the goals should be mutually agreed upon by both the employee and the supervisor, as this will ensure that both individuals are committed to the objectives.

3). **Salary review discussions** should be held separate from feedback and goal-setting sessions. Although it is convenient, the combined approach is far too threatening to the employee to be useful.

Performance Review - A formal performance review should not be deemed as merely a formality. It is a positive process of indicating to both the employee and the supervisor, how a specific job should be done and what is required.

A performance review or appraisal should attempt to answer the following questions:

- 1) What should the employee do to improve performance?
- 2) What can the supervisor do to help?
- 3) What are the employee's strengths? Weaknesses?

The development of a format or a measure for performance must consider these questions. There are three types of performance measures. These are:

- 1) Personal Traits - examples: initiative, leadership
- 2) Job Performance Activities - example: planning
- 3) Job Results - example: a successful event

The measures provide standards against which an employee's performance can be compared. Legal requirements make it necessary to demonstrate criteria used in evaluation are actually related to job performance.

One of the most difficult things to determine in performance appraisal is what format should be used to conduct the review. For example, absolute standards (the job requires something to be done and the employee is rated against performing that function) is one method of measuring performance. A second type that could be implemented is goal setting with the employee rated according to the degree which he/she attains predetermined goals. Finally, a third method is to measure direct indicators such as absenteeism, productivity and tardiness. A combination of two or more of these formats is likely to be the most effective way to evaluate job performance levels.

Job Dissatisfaction - Negative feelings can arise from lack of job variety, autonomy or challenge, as well as inadequacy of compensation. An evaluation can hopefully identify some of these problem areas and try to make positive changes to resolve the unhappiness.

Summary - It is important to note that if an employee is being evaluated on his/her performance against predetermined goals or standards, he/she must have some autonomy developing mutual goals or standards. Then the employee needs the freedom to perform. Finally, timely and appropriate feedback are also necessary. In this way, the employee will be committed to the performance appraisal process.

***Source: Effective Organizations: A Consultant's Resource (Judy Kent, 1992)

XII. HARASSMENT IN THE WORK PLACE

The work environment is based on a respect for individuals and their needs and a recognition that good working relationships help foster cooperation and team work. In accordance with this philosophy, organizations should prohibit the practice of harassment and sexual harassment.

Every employee has the right to freedom from harassment in the work place by the corporation, a client of the corporation, by another employee, coach, or board member because of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, age, marital status, physical disability or gender. An incident may be considered to be harassment whether or not it occurs at work and whether or not it occurs during normal working hours.

Harassment is defined by the Saskatchewan Human Rights Code as a course of vexatious comments or conduct consisting of words or actions that insult or cause humiliation to a person in relation to one of the above mentioned prohibited grounds. Harassment of any type (sexual, verbal, physical, emotional) will be considered to have taken place if a reasonable person ought to have known that such behavior was unwelcome.

Examples of behavior which a reasonable person may consider to be offensive and, therefore, may result in allegations of harassment are:

- abusive, offensive, or unwelcome behavior as perceived to influence decisions pertaining to employment.
- unwelcome jokes, innuendoes, or taunting about a person's body.
- unwelcome display of sexually offensive material
- offensive gestures or facial expressions, humiliating, insulting or intimidating behavior associated with sexuality
- unnecessary physical contact such as patting or pinching.
- unwelcome indirect or explicit invitations to engage in behavior of a sexual nature.
- indecent exposure or sexual assault.
- any behavior or comments of a sexually orientated nature that a reasonable person would understand as unwelcome or offensive.
- firing or demotion of a staff member because they refused sexual advances.

Cases of harassment are not limited to the previous list. Situations that resemble the given definitions are incidents of harassment and should be documented and reported immediately.

Any employee who encounters any type of harassment should make their objection clearly known to the offender and ask them to stop. They should also prepare and maintain a written record of the dates, times, places, nature of the behavior, and any witnesses that observed the encounter. The maintenance of record is dependent on the severity and nature of the behavior and discretion must be exercised. An employee who has been subjected to harassment should report the incident verbally and in writing to their Manager or designated harassment officer. Employees are cautioned that such complaints or accusations pertaining to harassment are serious and should not be trivial, frivolous or made in bad faith. Appropriate disciplinary action will be taken against an individual who wrongly accuses another of harassment.

It is important that organizations have and implement Harassment Policies and investigative committees. Sask Sport Inc. does require every provincial sport organization to have a harassment policy in place that has been approved by their board.

*** Source: Sask. Sport Inc. Personnel Policies and Procedures Manual

XIII. RISK MANAGEMENT

Risk Management refers to the process of lessening the extent of an injury or an accident. Effective organizations focus on risk management in order to limit their liability. Risk Management Procedures and policies are adopted as an operating practice to:

- Develop a method of identifying areas of potential risk.
- Analyze the potential severity and projected frequency of all risk events in an attempt to prevent accidents from occurring.
- Reduce or eliminate risks by developing education/training programs and risk reduction policies for employees and volunteers.
- Perform regular reviews of specific control initiatives and modify, if necessary, to reflect weaknesses or new risks resulting from program activity changes.

The Legal Aspect in Sport

The determining factor of negligent behavior is judged on the basis of whether or not the person could have foreseen or prevented the accident from occurring. Legal liability for injury can only be shown if the person is held negligent in behavior concerning the incident. In order to be found negligent, the plaintiff must show that the defendant was under a duty to take reasonable care not to injure the plaintiff, that this duty was broken, and the result of this breach was an injury.

Negligence

A general definition of negligence is conduct which falls below the standard established by law for the protection of others against unreasonable risks of harm. In other words, the state of acting in a careless manner that directly harms other people. The following are examples of negligent situations:

- a program is allowed to operate when a dangerous condition exists
- a skill is demonstrated that is too advanced for the level of experience in a particular class

- a coach that fails to provide adequate supervision during a practice or program
- the participant is not made fully aware of any potential risks or dangers associated with the program
- conducting a program in a facility that fails to meet accepted standards
- the use of faulty or damaged equipment
- a coach who fails to give instructions in progressive steps
- in an emergency situation - medical treatment is withheld, or treatment is administered that may worsen the injured participants condition

Designing a Sports Program

When designing or conducting a sports program, a coach should give consideration to the following precautions:

- choose skills that are suited to the participants' age, gender, physical and emotional health, exercise background and skill level
- provide sufficient demonstration of the skills involved in each exercise/skill and give instructions on how to perform each skill safely
- communicate any risk involved in a particular skill; it must be recognized that it is the coach's responsibility to determine whether the participant fully understands these risks
- give instructions in progressive steps that are appropriate to the participants level of comprehension
- provide on-site supervision of all programs to ensure that participants using equipment completely understand its use and apply proper technique

Liability of Coaches to Players

The coach's responsibility is to give safe and competent instruction in progressive skills and to take reasonable precautions to reduce unnecessary danger in the general organization and conduct of the sport. The plaintiff can sue for civil liability if it can be proved that a lack of reasonable care or other default by the coach resulted in an injury or loss. The sports participant must assume the ordinary risk incidental to participating in activities, but is still able to file a law suit in the case where an accident was not under these normal limitations.

It is the coach's responsibility and duty to select facilities and equipment which are accepted as being reasonably safe and suitable for the activities. This means that the fitting and efficiency of equipment should always be verified. Care should also be taken in the inspection and maintenance of facilities; maintaining written records and reports would also provide evidence of a reasonable system of maintenance. The coach is also responsible for seeing that special events are safely organized and that proper safety measures are in place.

Finally, the coach must assume the duty to exercise reasonable care and control when supervising activities, and he/she must anticipate and warn against dangers to prevent the participant from embarking on unreasonably dangerous activities. Coaches for amateur teams, specifically when the participants are under 18 years of age, have a duty of care higher than that of the reasonable person to ensure that the equipment supplied by the team is in good working condition.

Liability of the Players

As a matter of law, participants involved in sports assume all of the ordinary and inherent risk in the sport, so long as the activity is played in good faith and the injury is not the result of an intentional willful act. Legal action can not be taken if an injury occurs due to the normal confines of the sport. However, if an unreasonable risk of injury occurs due to the lack of skill or improper conduct of other parties (i.e. failure by team representative to routinely inspect sports equipment to establish that they are in a good state of working order), then a legal suit may be filed.

Liability for Defective Equipment

As previously stated, the liability in negligence of owner/operators of a sports facility, coaches, teams and clubs may take the form of supplying or permitting the use of dangerous or defective equipment. Further actions based specifically on products' liability may also occur (i.e. contractual actions against sellers or lessors of equipment), and actions in tort brought by the ultimate user of a product who is injured by its condition.

Liability of Operators/Owners of Sports Facilities

The owner/operator of a sports facility may be liable to a player under the general principles of negligence law or under the particular rules governing the responsibilities of occupiers of premises to different classes of visitor, this is what is referred to as occupier's liability. Thus, the owners/operators have the duty to exercise reasonable care to protect participants from injury caused by the condition of the premises and the equipment that is provided. This duty will include the responsibility to maintain the facility in a reasonably safe condition and to supervise the conduct of those on the premise.

Overall, it is important for organizations to have Risk Management Policies in place which include:

- Insurance policies
- Safety
- Medical
- Code of Conducts
- Code of Ethics
- Disciplinary Act

Insurance

All active and affiliate members of Sask Sport Inc. must carry insurance which adequately protects the volunteers, employees and the organization against crippling tort action in the following areas and amounts:

- a) Comprehensive liability - third party coverage in the amount of at least two million dollars.
- b) Participants liability - second party coverage in the amount of at least two million dollars.
- c) Directors and officers liability including wrongful dismissal in the amount of at least one million dollars.

- d) Employees and directors bonding in the amount of at least one hundred thousand dollars. The Board of Directors of Sask Sport Inc. negotiates a blanket policy to provide the required coverage for all voting members and their membership and offer the membership the opportunity to purchase their required insurance through the blanket policy. Voting members will be permitted to purchase equivalent coverage in whole or in part from an insurance agent of their choice, however, they will be required to produce evidence that the coverage is equal to, or better than the coverage provided under the Sask Sport Inc. blanket policy.

*** Source: SCORE!! An Administrative Manual for All Sports (Pat Doherty, 1993)

APPENDICES

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EFFECTIVE WAYS TO TURN OFF STAFF

- Forget that staff members have the same rights, feelings and emotions that you do.
- Treat staff condescendingly.
- Agree to a course of action privately, then change directions publicly, without notice.
- Show lack of respect for staff time (e.g., sign letters, answer telephone calls, undertake other work during a meeting).
- Communicate how busy you are to avoid a staff person's request for a meeting.
- Fail to complete task within the agreed time frame.
- Step out of the volunteer role into the staff role.
- Force staff to inquire repeatedly about progress, once a deadline has passed.
- Fail to recognize staff accomplishments.
- Fail to return phone calls.
- Put a staff person in a position of having to render an opinion about his colleagues or organization.
- Instruct a staff person to do many hours of research or documentation without allowance for ongoing tasks. Fail to verify workload with supervisor.
- Use staff as a messenger for bad news.
- Don't let staff know if you are unavailable or out-of-town.
- Don't take responsibility for Board decisions.
- Criticize the organization.
-

EFFECTIVE WAYS TO TURN OFF VOLUNTEERS

- Forget that volunteers have the same rights, feelings and emotions that you do.
- Ask for an appointment without saying what you want to talk about.
- Forget that volunteers are volunteers, not paid staff.
- Fail to adhere to agreed-upon time schedules.
- Exclude volunteers from the decision-making process.
- Forget to acknowledge accomplishments of volunteers.
- Embarrass a volunteer by supplying inaccurate or insufficient information.
- Call a meeting with a volunteer that inconveniences the volunteer.
- Force a volunteer to make repeated requests for information.
- Send out a letter under a Board member's signature with no prior consultation.
- Attempt to manipulate volunteers in order to achieve a desired decision.
- Commit a volunteer's time without prior consultation.
- Withhold needed information.
- Ask the volunteer to complete projects in an unreasonable time frame.

JOB DESCRIPTIONS**JOB TITLE: EXECUTIVE DIRECTOR****Summary:**

The Executive Director serves as chief administrative officer for the organization. He/she is responsible for the interpretation and implementation of the association's policies relative to the day to day operations.

Duties & Responsibilities:**I. Communications:**Primary Responsibilities:

- 1.) Serve as liaison with Sask Sport Inc., Government of Saskatchewan, National and Provincial Associations, media and other agencies.
- 2.) Provides an effective internal and external communications system for the association.

Additional Responsibilities:

- 1.) Coordinates the association's newsletters and publications.
- 2.) Represents the association in the absence of a volunteer director.

II. FinancePrimary responsibilities:

- 1.) Coordinates the presentation of the annual budget and annual reports.
- 2.) Prepares funding requests for Sask Lotteries Trust Fund and Department of Municipal Government.
- 3.) Administers funding from Sask Lotteries Trust Fund and Department of Municipal Government.
- 4.) Assists Treasurer with maintenance of financial records.

Additional Responsibilities:

- 1.) Assists Treasurer in administration of bookkeeping; cash receipts and payments, invoicing, etc.

- 2.) Assists Treasurer in preparation for the annual audit of the organization's financial records.

III. Administration

Primary Responsibilities:

- 1.) Ensures requirements for all Board and Committee meetings are completed.
- 2.) Attends Board meetings and ensures accurate, complete minutes are maintained.
- 3.) Assists with administration of national and provincial programs.
- 4.) Establishes and maintains association files and records.
- 5.) Assists the President in daily correspondence.
- 6.) Implements Board and Committee policy decisions.

Additional Responsibilities:

- 1.) Develops guidelines for presentations to policy makers.
- 2.) Assists Board members in the development and implementation of long range planning.
- 3.) Coordinates provincial competitions and events.

IV. Fundraising

Primary Responsibilities:

- 1.) Provides administrative support to Board and Committee Members for fundraising programs.

Additional Responsibilities:

- 1.) Plans and develops fundraising activities and opportunities.

V. Qualifications:

- 1.) University degree in administration/commerce or equivalent.
- 2.) Knowledge of amateur sports and volunteer organizations.
- 3.) Ability to communicate well, both verbally and in written form.
- 4.) Understanding of basic administration, public relations and financial management.

VI. Supervision

- 1.) Reports only to the President.
- 2.) Supervises association staff.

JOB TITLE: TECHNICAL DIRECTOR

Duties and Responsibilities:

I. Supervision

Primary Responsibilities:

- 1.) To plan, initiate, and organize a diversified sports program for the association.
- 2.) To supervise the athletic programs in consultation with the Executive Director, President and the Board of Directors.
- 3.) To recommend coaching personnel and to evaluate their performance.
- 4.) To act as a consultant to the administration and coaching personnel on matters pertaining to the athletic program.
- 5.) To hold meetings with coaches whenever necessary; to keep them informed of all matters pertaining to the athletic program.

Additional Responsibilities:

- 1.) To supervise all athletic facilities; schedule practice use; to recommend maintenance and repairs.
- 2.) To supervise and coordinate the budget.
- 3.) To prepare instructions and materials and develop projects for incorporation into the sport organization.

II. Administration

Primary Responsibilities:

- 1.) To schedule all athletic events for the competitive season.
- 2.) To represent/attend all general meetings.
- 3.) To enforce and interpret all rules and regulations put forward by the sport organization.

III. Other Specific Duties:

- 1.) Release of Publicity: To release to the media all publicity on coming events and on all special activities in which the sport will be represented.
- 2.) Local Events: To attend all local events; to be responsible for overall supervision; to obtain adequate personnel to ensure smooth operation.
- 3.) Printed Schedules: To develop schedule posters and pocket schedules as needed for use in publicizing all programs.

IV. Qualifications:

- 1.) University degree in Physical Education and/or Recreation with special interest and skill in sports activities.
- 2.) At least three years of experience in conducting and administering sports programs.
- 3.) A thorough knowledge of the operation of sports programs particularly in the areas of instruction, special events and exhibits, and tournaments.
- 4.) The candidate must have demonstrated the ability to get along with people.

JOB TITLE: HIGH PERFORMANCE COACH

Duties & Responsibilities:

I. Communication:

Primary Responsibilities:

- 1.) Maintains liaison and active participation with other community activities and associations.
- 2.) Organizes staff meetings to evaluate staff and offer leadership.

Additional Responsibilities:

- 1.) Attends club and organizational meetings with the Executive Board Members.

II. Personnel:

Primary Responsibilities:

- 1.) Assists in the recruitment, screening, hiring, training and assignment of coaching staff.
- 2.) Assists in the ongoing evaluation of the coaching staff.

III. Programming:

Primary Responsibilities:

- 1.) Assists in the coordination of all programs.
- 2.) Plans and administers staff responsibilities, staff plans, seasonal plans, and scouting duties if applicable.

IV. Administration:

Primary Responsibilities:

- 1.) Provides information for transportation, officials and game management.
- 2.) Assumes responsibility for the care of the equipment and facilities being used.
- 3.) Assumes supervisory control over all phases of teams in the organization/club.
- 4.) Organizes and schedules practice sessions on a regular basis with the intent of developing the athlete's greatest potential.

- 5.) Applies discipline in a firm and positive manner.
- 6.) Reports a summary of all contests and provides any publicity information that would aid the program and organization.
- 7.) Instruct the athletes concerning the rules and rule changes, new techniques, knowledge and innovative ideas.

Additional Responsibilities:

- 1.) Emphasize safety precautions and be aware of best training and injury procedures.
- 2.) Maintain records of team and individual accomplishments.

V. Qualifications:

- 1.) NCCP Coaching Courses
- 2.) Experience with various clubs and varying ages of athletes.
- 3.) Working knowledge of all aspects of the sport.

*** Source: Complete Communications Manual For Coaches and Athletic Directors. P. Susan Mamchak & Steven R. Mamch

Employer's Guide to Application Forms and Interviews under the Saskatchewan Human Rights Code

Inquiries Before Hiring	Lawful	Unlawful
1. Name		May not ask a woman for her maiden name nor can inquiries be made about a previous name where it has been legally changed.
2. Address	May ask about the place and length of current and previous addresses in Canada.	May not ask about foreign addresses which would indicate national origin.
3. Birthplace, nationality, ancestry, place of origin.	May ask for birth certificate after hiring .	May not: a. request birth certificate or baptismal certificate before hiring. b. make any inquiry into place of birth. c. make any inquiry into place of birth of parent, grandparents or spouse. d. make any other inquiry into national origin.
4. Race or colour		May not make any inquiry which would indicate race or colour of skin.
5. Photographs	May be required after hiring for identification purposes.	May not request photograph before hiring.
6. Religion/creed		May not: a. make any inquiry that would identify religious denomination. b. request pastor's recommendation or reference.
7. Citizenship	May ask if applicant is legally entitled to work in Canada.	May not: a. inquire into citizenship status, which could reveal applicant's nationality, ancestry or place of origin. b. ask about place of birth. c. ask date citizenship received. d. ask for proof of citizenship. e. ask about citizenship status of parent or spouse.
8. Education	a. May ask about academic, professional, or vocational schools attended. b. May ask about foreign language skills.	May not: a. ask about the nationality, racial or religious affiliation of school. b. ask what the applicant's mother tongue is or how foreign language ability was acquired.
9. Relatives	After hiring , may ask for name and address of person to be notified in case of emergency.	May not ask for name and address of closest relative.

10. Organization	May ask about organization memberships as long as it is noted: "You may decline to list organizations which would indicate your religion, race, etc."	May not: a. request applicant to list all clubs and organizations where membership is held. b. inquire into clubs and organizations which would indicate race, creed, religion, colour, sex, marital status, age, disability, nationality, ancestry, place of origin, sexual orientation, family status, or receipt of public assistance.
11. Work Schedule	May ask about willingness to work required work schedule. If applicant is not able to work required schedule because of religious practices, the employer must determine if accommodation is possible.	May not ask if applicant is willing to work on a particular religious holiday. After hiring , may inquire about religion to determine when leave-of-absence might be required for the observance of religious holiday.
12. Sex		May not make any inquiry on the application form about the sex of the applicant.
13. Age	May ask if applicant has attained minimum age or exceeded maximum age that applies to employment by law.	May not ask for birth certificate or baptismal record or for any other information that would indicate the age of the applicant.
14. Marital status	May ask if the applicant is willing to travel or be transferred to other areas of the province or country is the job requires it.	May not: a. ask whether applicant is single, married, remarried, engaged, divorced, separated, widowed, living common-law. b. make any inquiry about applicant's spouse. c. ask about number of children or other dependents. d. ask about child care arrangements. e. ask applicant whether she is pregnant, breastfeeding, using birth control or has future childbearing plans.
15. Disability	The following questions should be asked: (i) Do you have a disability which will affect your ability to perform any of the functions of the job for which you have applied? If the answer is "yes": (ii) what functions can you not perform and what accommodations could be made which would allow you to do the work adequately?	May not ask about disabilities or health problems except as set out in the adjacent column. May not ask whether applicant has ever experienced previous work injuries or made a claim for Workers' Compensation.
16. Drug Testing	May ask employees to undergo a drug test, but may be required to accommodate if employee has a drug-related disability.	May not conduct drug tests of job applicants.
17. Height and Weight		May not be asked unless it can be shown they are essential to the performance of that particular job.
18. Sexual Orientation		May not ask applicant's sexual orientation.
19. Family status		May not ask if applicant is in a parent-child relationship.
20. Receipt of Public Assistance		May not ask if applicant is receiving assistance under the Saskatchewan Assistance Act or The Saskatchewan Income Plan Act.

Vacation & Overtime Authorization

Name (please print) _____

VACATION DATES REQUESTED:

1) _____ to _____ 2) _____ to _____ TOTAL DAYS REQUESTED: _____

"TIME OFF IN LIEU" OF O/T REQUEST:

1) _____ to _____ 2) _____ to _____ TOTAL DAYS REQUESTED: _____
date time date time

- If taking a partial day - indicate the hours you will be away.

PRE-AUTHORIZED O/T REQUEST:

1) _____	_____	_____
<small>date</small>	<small>nature of work</small>	<small>est. time</small>
2) _____	_____	_____
<small>date</small>	<small>nature of work</small>	<small>est. time</small>
3) _____	_____	_____
<small>date</small>	<small>nature of work</small>	<small>est. time</small>

Employee's signature Date Supervisor's signature Date

Procedure: Please complete one form for each month. If a request involves 2 months, 2 forms are required. Forward completed form to your Supervisor for approval. Once approved, the Supervisor will keep Copy 3 and return copies 1 & 2 to the Employee.

COPY 1 - Personnel Dept.-Attach to attendance report.

COPY 2 - Employee

COPY 3 - Supervisor

Sask Sport Inc. – Attendance Report

		FIRST NAME	SURNAME	YEAR	MONTH																											
Indicate days by: X - full day, 1/2 - half day																																
Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total

Weekly Expense Statement

Name: _____ Position: _____ For the week of _____ date

Division: _____ Account: _____

Manager's Approval: _____

Approved for payment: _____

_____ \$

_____ \$

_____ \$

_____ \$

_____ \$

_____ \$

TOTAL _____ \$

Date	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total
Place & Time From/To								
Total Mileage								
Cost								
Fare (type & amount)								
GST								
Breakfast								
*GST								
Lunch								
*GST								
Supper								
*GST								
Accommodation								
GST								
Other:								
GST								
Daily Total								
GST								

NOTE: For fare, accommodations and other disbursements receipts **must** be provided.
 * per diem claims do not require detail on GST