



**Policies & Procedures Manual**  
**- 2023 -**

**PACIFICSPORT OKANAGAN  
POLICIES & PROCEDURES MANUAL  
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# STAFF CODE OF CONDUCT

## POLICY STATEMENT

Any individual employed by or engaged in activities on behalf of PacificSport Okanagan shall maintain the dignity and self-esteem of clients and other staff. He/she shall conduct him/herself in a respectful manner and not willfully damage the property of others. He/she shall adhere to all federal, provincial and municipal laws and comply with PacificSport Okanagan by-laws, policies, procedures, rules and regulations.

Any individual employed by or engaged in activities on behalf of PacificSport Okanagan shall refrain from any behavior that constitutes harassment, workplace harassment, or sexual harassment. They shall refrain from any behavior that constitutes workplace violence and will refrain from associating with any client who has incurred an anti-doping rule violation and is serving a sanction.

Staff shall refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities.

Further to this, henceforward, PacificSport Okanagan accepts all language contained in the British Columbia Universal Code of Conduct (BC UCC).

To read the BC UCC, please visit [www.viasport.ca/bc-universal-code-of-conduct](http://www.viasport.ca/bc-universal-code-of-conduct) ”

## DEFINITIONS

The following terms have these meanings in this Code:

- *“Staff”* – Any individual employed by, or engaged in activities on behalf of, PacificSport Okanagan including: employees, contract personnel, volunteers, medical personnel, researchers, and administrators;
- *“Clients”* – Users of PacificSport Okanagan services, including on-site services, such as athletes, coaches, medical staff, and other personnel connected to a team or athlete; and
- *“Workplace”* - Any place where business or work-related activities are conducted. Workplaces include but are not limited to, the PacificSport Okanagan offices, work- related social functions, work assignments outside PacificSport Okanagan offices, work-related travel, and work-related conferences or training sessions.
- *“Contacts”* – Includes partners, potential and existing.

## APPLICATION

The Code of Conduct will ensure a safe and positive environment within PacificSport Okanagan workplace by making staff aware that there is an expectation, at all times, of appropriate behaviour consistent with PacificSport’s core values.

PacificSport Okanagan supports equal opportunity, prohibits discriminatory practices, and is committed to providing an environment in which all staff, clients, contacts, members, directors and strategic volunteers are treated with respect.

This Code also applies to staff conduct outside of PacificSport’s Workplace, business, activities, and events when such conduct adversely affects relationships within PacificSport (and its work and sport environment) and is detrimental to the image and reputation of PacificSport Okanagan. Such applicability will be determined by PacificSport at its sole discretion.

## PROCEDURES

1. Staff have a responsibility to:

- Demonstrate respect to Staff, Clients and Contacts regardless of body type, physical characteristics, athletic ability, gender, ancestry, colour, ethnic or racial origin, nationality, national origin, sexual orientation, age, marital status, religion, religious belief, political belief, disability, or economic status;

- Consistently demonstrating the spirit of sport leadership and ethical conduct;
- Acting, when appropriate, to correct or prevent practices that are unjustly discriminatory;
- Consistently treating Staff, Clients and Contacts fairly and reasonably.

2. Refrain from any behavior that constitutes **harassment**, where harassment is defined as comment or conduct directed towards an individual or group, which is offensive, abusive, racist, sexist, degrading, or malicious. Types of behaviour that constitute harassment include, but are not limited to:

- Written or verbal abuse including the use of explicit or profane language, threats, or outbursts;
- The display of visual material which is offensive or which one ought to know is offensive in the circumstances;
- Unwelcome remarks, jokes, comments, innuendo, or taunts;
- Leering or other suggestive or obscene gestures;
- Condescending or patronizing behavior which is intended to undermine self-esteem, diminish performance or adversely affect working conditions;
- Practical jokes which cause awkwardness or embarrassment, endanger a person's safety, or negatively affect performance;
- Any form of hazing;
- Unwanted physical contact including, but not limited to, touching, petting, pinching, or kissing;
- Unwelcome sexual flirtations, advances, requests, or invitations;
- Physical or sexual assault;
- Behaviors such as those described above that are not directed towards a specific individual or group but have the same effect of creating a negative or hostile environment; and
- Retaliation or threats of retaliation against an individual who reports harassment to PacificSport.

3. Refrain from any behavior that constitutes **workplace harassment**, where workplace harassment is defined as vexatious comment or conduct against a worker in a workplace – a comment or conduct that is known or ought reasonably to be known to be unwelcome. Workplace harassment should not be confused with legitimate, reasonable management actions that are part of the normal work function, including measures to correct performance deficiencies, such as placing someone on a performance improvement plan, or imposing discipline for workplace infractions. Types of behaviour that constitute workplace harassment include, but are not limited to:

- Bullying;
- Repeated offensive or intimidating phone calls or emails;
- Inappropriate sexual touching, advances, suggestions or requests;
- Displaying or circulating offensive pictures, photographs or materials in printed or electronic form;
- Psychological abuse;
- Personal harassment;
- Discrimination;
- Intimidating words or conduct (offensive jokes or innuendos); and
- Words or actions which are known or should reasonably be known to be offensive, embarrassing, humiliating, or demeaning.

4. Refrain from any behavior that constitutes **workplace violence**, where workplace violence is defined as the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker; an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker. Types of behaviour that constitute workplace violence include, but are not limited to:

- Verbal threats to attack a worker;
- Sending to or leaving threatening notes or emails for a worker;
- Making threatening physical gestures to a worker;
- Wielding a weapon in a workplace;
- Hitting, pinching or unwanted touching of a worker which is not accidental;

- Throwing an object at a worker;
- Blocking normal movement or physical interference of a worker, with or without the use of equipment;
- Sexual violence against a worker; and
- Any attempt to engage in the type of conduct outlined above.

5. Refrain from any behavior that constitutes **sexual harassment**, where sexual harassment is defined as unwelcome sexual comments and sexual advances, requests for sexual favours, or conduct of a sexual nature. Types of behaviour that constitute sexual harassment include, but are not limited to:

- Sexist jokes;
- Display of sexually offensive material;
- Sexually degrading words used to describe a person;
- Inquiries or comments about a person's sex life;
- Unwelcome sexual flirtations, advances, or propositions; and
- Persistent unwanted contact.

6. Refrain from associating with any Client for the purpose of coaching, training, competition, instruction, administration, management, athletic development, or supervision, who has incurred an anti-doping rule violation and is serving a sanction involving a period of ineligibility imposed pursuant to the Canadian Anti-Doping Program and/or the World Anti-Doping Code and recognized by the Canadian Centre for Ethics in Sport (CCES).

7. A staff person found to have violated this Code or otherwise engaged in acts of violence or harassment against any other employee, worker, contractor, customer, supplier, Client, contact or other third party during business hours, or at any PacificSport event, will be subject to appropriate disciplinary sanctions pursuant to PacificSport Okanagan's Discipline, Complaints and Dispute Resolution Policy and Procedures (page 7).

## DISCIPLINE, COMPLAINTS and DISPUTE RESOLUTION

### POLICY STATEMENT

Any breaches of the PacificSport Okanagan Policy, in particular those related to '*Staff Code of Conduct*', '*Board & Volunteer Code of Conduct*', and '*Human Resources Policies*' (page 11) shall be handled using the following procedures. Further to this, be it resolved that PacificSport Okanagan accepts all language contained in the British Columbia Universal Code of Conduct (BC UCC). To read the BC UCC, please visit [www.viasport.ca/bc-universal-code-of-conduct](http://www.viasport.ca/bc-universal-code-of-conduct) ”

All staff, board members, and contractors will be provided the BC UCC (\* moving forward used as part of the onboarding and orientation and training process).

### DEFINITIONS

The following terms have these meanings in this Policy:

- “Clients” – Users of PacificSport Okanagan services, including on-site services, such as athletes, coaches, and other personnel connected to a team or athlete;
- “Complainant” – The Party alleging an infraction;
- “Days” – Days irrespective of weekend and holidays;
- “Employees and Volunteers” – Individuals employed by, or engaged in activities on behalf of, PacificSport Okanagan including: staff members, contract personnel, volunteers, practicum students, researchers, administrators, Board members, directors or strategic volunteers for the Board;
- “Respondent” – The alleged infracting Party;
- “Parties” – The Complainant, Respondent, and any other Individuals or persons affected by the complaint; and
- “Staff” – Any individual employed by, or engaged in activities on behalf of, PacificSport Okanagan including employees, contract personnel, practicum students, volunteers, researchers, and administrators.

### APPLICATION

PacificSport Okanagan will provide an environment in which all clients, employees and volunteers involved with PacificSport Okanagan are treated with respect. Association with PacificSport Okanagan, as well as participation in its activities, brings many benefits and privileges. At the same time, employees and volunteers are expected to fulfill certain responsibilities and obligations including complying with PacificSport Okanagan policies, bylaws, rules and regulations, and *Staff Code of Conduct and Ethics*. Irresponsible behaviour by staff can result in severe damage to the integrity of the PacificSport Okanagan. Conduct that breaches these values may be subject to sanctions pursuant to this Policy. Since discipline may be applied, PacificSport Okanagan provides staff with the mechanism outlined in this Policy so that complaints are handled fairly, expeditiously, and affordably.

This Policy applies to all staff, clients, Board members, directors and strategic volunteers.

This Policy applies to discipline matters that may arise during the course of PacificSport Okanagan business, activities, and events including, but not limited to, contact with clients, travel associated with PacificSport Okanagan activities, the PacificSport Okanagan office environment, and any meetings.

Discipline matters and complaints arising within the business, activities, or events organized by entities other than PacificSport Okanagan will be dealt with pursuant to the policies of these other entities unless requested and accepted by PacificSport Okanagan at its sole discretion.

### PROCEDURES

#### Reporting a Complaint

1. Any client, staff member, Board member, director or strategic volunteer may report any complaint to the PacificSport Okanagan office. Such a complaint must be in writing and signed, and must be filed within fourteen

days of the alleged incident. Anonymous complaints may be accepted at the discretion of PacificSport Okanagan.

2. Clients or staff members may only report complaints directed at PacificSport Okanagan employees or volunteers as defined in the Definitions Section. Complaints against clients should be directed to the client's local, National or Provincial sport organization, as appropriate (or in some cases, multisport or disability sport agency).

3. A Complainant wishing to file a complaint outside of the fourteen day period must provide a written statement giving reasons for an exemption from this limitation. The decision to accept, or not accept, the complaint outside of the fourteen day period will be at the sole discretion of the Executive Director or Designate of PacificSport Okanagan. This decision may not be appealed.

### **Dispute Resolution and Mediation**

1. Before any complaint proceeds to the formal stage, the dispute will first be referred to PacificSport Okanagan's Executive Director (or designate) for review, with the objective of resolving the dispute via alternate dispute resolution (ADR) and/or mediation in accordance to the procedures noted below.

2. PacificSport Okanagan supports the principles of Alternate Dispute Resolution (ADR) and is committed to the techniques of negotiation, facilitation, and mediation as effective ways to resolve disputes. Alternate Dispute Resolution also avoids the uncertainty, costs, and other negative effects associated with lengthy appeals or complaints, or with litigation.

3. PacificSport Okanagan encourages all Employees, Volunteers and Clients to communicate openly, collaborate, and use problem-solving and negotiation techniques to resolve their differences. PacificSport Okanagan believes that negotiated settlements are usually preferable to outcomes resolved through other dispute resolution techniques. Negotiated resolutions to disputes with and among Employees, Volunteers and Clients are strongly encouraged.

4. Opportunities for Alternate Dispute Resolution may be pursued at any point in a dispute within PacificSport Okanagan when all parties to the dispute agree that such a course of action would be mutually beneficial. (\*\* ADR may be a local or provincially recognized mediation or investigation agency working in welfare and restorative justice, such as is provided to school districts or other institutions).

### **Case Manager**

1. Should the review by PacificSport Okanagan's Executive Director (or designate) not resolve the dispute, PacificSport Okanagan will appoint a Case Manager to oversee management and administration of complaints submitted in accordance with this Policy and such appointment is not appealable.

The Case Manager is not required to be associated with PacificSport Okanagan. The Case Manager has an overall responsibility to ensure procedural fairness is respected at all times in this Policy, and to implement this Policy in a timely manner. More specifically, the Case Manager has a responsibility to:

- Determine whether the complaint is frivolous or vexatious and within the jurisdiction of this Policy. If the Case Manager determines the complaint is frivolous or vexatious or outside the jurisdiction of this Policy, the complaint will be dismissed immediately. The Case Manager's decision to accept or dismiss the complaint may not be appealed;
- Determine if the complaint is a minor or major infraction;
- Appoint the Panel, if necessary, in accordance with this Policy;
- Coordinate all administrative aspects of the complaint;
- Provide administrative assistance and logistical support to the Panel as required; and
- Provide any other service or support that may be necessary to ensure a fair and timely proceeding.

2. The Case Manager will inform the Parties if the incident is to be dealt with as a minor infraction or major infraction and the matter will be dealt with according to the applicable section relating to the minor or major

infraction.

3. This Policy does not prevent an appropriate person having authority from taking immediate, informal or corrective action in response to behaviour that constitutes either a minor or major infraction. Further sanctions may be applied in accordance with the procedures set out in this Policy.

### **Minor Infractions**

1. Minor infractions are **single incidents** of failing to achieve expected standards of conduct that generally do not result in harm to others or to PacificSport Okanagan. Examples of minor infractions can include, but are not limited to, a single incident of:

- Disrespectful, offensive, abusive, racist, or sexist comments or behavior;
- Disrespectful conduct such as outbursts of anger or argument;
- Conduct contrary to the values of PacificSport Okanagan;
- Being late for, or absent from, PacificSport Okanagan events and activities at which attendance is expected or required;
- Non-compliance with PacificSport Okanagan's policies, procedures, rules, or regulations; and
- Minor violations of PacificSport Okanagan's *Code of Conduct*.

2. All disciplinary situations involving minor infractions will be dealt with by the appropriate person who has authority over both the situation and the individual involved. The person in authority can be, but is not restricted to being, staff, organizers, or PacificSport Okanagan decision-makers.

3. Provided that the Staff being disciplined is told the nature of the infraction and has an opportunity to provide information concerning the incident, procedures for dealing with minor infractions will be informal (compared to the procedures for major infractions) and will be determined at the discretion of the person responsible for discipline of such infractions (as noted above).

4. Penalties for minor infractions, which may be applied singularly or in combination, include the following:

- Verbal or written reprimand from PacificSport Okanagan to one of the Parties;
- Verbal or written apology from one Party to the other Party;
- Service or other voluntary contribution to PacificSport Okanagan;
- Restriction of activities;
- Fines; and
- Any other sanction considered appropriate for the offense.

5. Minor infractions that result in discipline will be recorded and records will be maintained by PacificSport Okanagan. Repeat minor infractions may result in further such incidents being considered a major infraction.

### **Major Infractions**

1. Major infractions are instances of failing to achieve the expected standards of conduct that result, or have the potential to result, in harm to other persons or to PacificSport Okanagan. Examples of major infractions include, but are not limited to:

- Repeated minor infractions;
- Any incident of hazing;
- Incidents of physical abuse;
- Behaviour that constitutes harassment, sexual harassment, or sexual misconduct;
- Pranks, jokes, or other activities that endanger the safety of others;
- Conduct that intentionally interferes with a competition or with any athlete's preparation for a competition;
- Conduct that intentionally damages PacificSport Okanagan's image, credibility, or reputation;
- Disregard for PacificSport Okanagan's bylaws, policies, rules, and regulations;

- Major or repeated violations of PacificSport Okanagan’s Code of Conduct;
- Intentionally damaging PacificSport Okanagan property or improperly handling PacificSport Okanagan;
- Abusive use of alcohol, any use or possession of alcohol by minors, or use or possession of illicit drugs and narcotics; and
- Any possession or use of banned performance enhancing drugs or methods.

2. Major infractions occurring within competition may be dealt with immediately, if necessary, by an appropriate person having authority. In such situations, disciplinary sanctions will be for the duration of the competition, training, activity, or event only. Further sanctions may be applied but only after review of the matter in accordance with the procedures set out in this Policy. This review does not replace the appeal provisions of this Policy.

3. Major infractions will be handled using the Procedure for Major Infraction Hearing set out in this Policy, except where a dispute resolution procedure contained within a contract, employee agreement, or other formal written agreement takes precedence.

**Procedure for Major Infraction Hearing**

1. The Case Manager shall notify the Parties that the complaint is potentially legitimate and the incident shall be dealt with as a major infraction. The Case Manager shall then decide the format under which the complaint will be heard. This decision is at the sole discretion of the Case Manager and may not be appealed.

2. The Case Manager will appoint a Discipline Panel, which shall consist of a single Adjudicator, to hear the complaint. In extraordinary circumstances, and at the discretion of the Case Manager, a Panel of three persons may be appointed to hear the complaint. In this event, the Case Manager will appoint one of the Panel’s members to serve as the Chair.

3. If the Respondent acknowledges the facts of the incident, the Respondent may waive the hearing, in which case the Panel will determine the appropriate disciplinary sanction. The Panel may still hold a hearing for the purpose of determining an appropriate sanction.

4. If a Party chooses not to participate in the hearing, the hearing will proceed in any event.

5. The Case Manager will determine the format of the hearing, which may involve an oral in-person hearing, an oral hearing by telephone, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods. The hearing will be governed by the procedures that the Case Manager deems appropriate in the circumstances, provided that:

- The Parties will be given appropriate notice of the day, time, and place of the hearing;
- Copies of any written documents which the parties wish to have the Panel consider will be provided to all Parties in advance of the hearing;
- The Parties may be accompanied by a representative, advisor, or legal counsel at their own expense;
- The Panel may request that any other individual participate and give evidence at the hearing;
- The Panel may allow as evidence at the hearing any oral evidence and document or thing relevant to the subject matter of the complaint, but may exclude such evidence that is unduly repetitious and shall place such weight on the evidence as it deems appropriate; and
- The decision will be by a majority vote of Panel members.

6. If a decision may affect another party to the extent that the other party would have recourse to a complaint or an appeal in their own right, that party will become a Party to the complaint in question and will be bound by the decision.

7. In fulfilling its duties, the Panel may obtain independent advice.

### **Decision**

After hearing the matter, the Panel will determine whether an infraction has occurred and, if so, the sanctions to be imposed. Within fourteen (14) days of the hearing's conclusion, the Panel's written decision, with reasons, will be distributed to all Parties, the Case Manager, and PacificSport Okanagan. In extraordinary circumstances, the Panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued before the end of the fourteen (14) day period. The decision will be considered a matter of public record unless decided otherwise by the Panel.

### **Sanctions**

1. The Panel may apply the following disciplinary sanctions, singularly or in combination, for major infractions:
  - Verbal or written reprimand from PacificSport Okanagan to one of the Parties;
  - Verbal or written apology from one Party to the other Party;
  - Service or other voluntary contribution to PacificSport Okanagan;
  - Restriction of activities;
  - Expulsion or dismissal from PacificSport Okanagan;
  - Payment of the cost of repairs for property damage;
  - Any other sanction in accordance with PacificSport Okanagan's HR Policy; and
  - Any other sanction considered appropriate for the offense.
2. Unless the Panel decides otherwise, any disciplinary sanctions will begin immediately. Failure to comply with a sanction as determined by the Panel will result in automatic suspension until such time as compliance occurs.
3. Major infractions that result in discipline will be recorded and records will be maintained by PacificSport Okanagan.

### **Suspension Pending a Hearing**

PacificSport Okanagan may determine that an alleged incident is of such seriousness as to warrant suspension of an Individual pending a hearing and a decision of the Panel and/or completion of the criminal process.

### **Criminal Convictions**

A Staff conviction for any of the following *Criminal Code* offenses will be deemed a major infraction under this Policy and will result in dismissal from PacificSport Okanagan:

- Any child pornography offences;
- Any sexual offences;
- Any offence of physical or psychological violence;
- Any offence of assault; and
- Any offence involving trafficking of illegal drugs.

### **Confidentiality**

The discipline and complaints process is confidential and involves only the Parties, the Case Manager, the Panel, and any independent advisors to the Panel. Once initiated and until a decision is released, none of the Parties will disclose confidential information relating to the discipline or complaint to any person not involved in the proceedings.

### **Timelines**

If the circumstances of the complaint are such that adhering to the timelines outlined by this Policy will not allow a timely resolution to the complaint, the Panel may direct that these timelines be revised.

### **Records and Distribution of Decisions**

Minor and major infractions that result in discipline shall be recorded and maintained by PacificSport Okanagan. PacificSport Okanagan and other PacificSport Centres may be advised of any decisions.

Decisions are matters of public interest and shall be publicly available with the names of the individuals redacted. Names of persons disciplined may be disclosed to the extent necessary to give effect to any sanction imposed.

### **Final and Binding Decision**

The decision of the Panel will be binding on the parties and on all PacificSport Okanagan Staff, subject only to the provisions of PacificSport Okanagan's Dispute Resolution Policy and/or the rules of the Sport Dispute Resolution Centre of Canada.

## **EQUITY AND ACCESS**

### **POLICY STATEMENT**

PacificSport Okanagan is committed to encouraging equity in its administration, policies, programs, and activities. PacificSport Okanagan accepts all language contained in the British Columbia Universal Code of Conduct (BC UCC). This includes all language and actions relating to providing equity and access.

To read the BC UCC, please visit [www.viasport.ca/bc-universal-code-of-conduct](http://www.viasport.ca/bc-universal-code-of-conduct) ”

### **APPLICATION**

The Equity & Access Policy ensures that PacificSport Okanagan provides people with a full and equitable range of opportunities to participate and lead.

### **PROCEDURES**

1. PacificSport Okanagan will enhance the quality and increase the level of participation in PacificSport Okanagan leadership and programs by:
  - Supporting equity and access for under-represented groups (including women, aboriginals, and people with disabilities);
  - Ensuring that the achievement of equal opportunities is a key consideration when developing, updating, or delivering PacificSport Okanagan programs, policies, and projects;
  - Ensuring that its governance structure encourages and promotes equal participation; and
  - Dealing with any incidence of discriminatory behaviour according to the PacificSport Staff Code of Conduct.
2. PacificSport Okanagan will ensure that its programs and activities welcome the participation of persons with a disability, aboriginal people and other minority groups.
3. PacificSport Okanagan will encourage balanced gender representation on its Board and on all committees.
4. PacificSport Okanagan will ensure that genders, official languages and minority groups are portrayed equitably in promotional materials and official publications, and that gender-neutral language is used in all communications.
5. The key to being a more diverse and equitable organization is to incorporate equity principles in all strategies, plans and actions of PacificSport Okanagan, whether they relate to technical programs, operations, business management, sponsorship, marketing, media or communications. PacificSport Okanagan resolves to incorporate equity concerns in its own operations, activities and partnerships on a continuing basis.
6. PacificSport Okanagan shall continually monitor and evaluate its equity and access progress.

# HUMAN RESOURCES

## POLICY STATEMENT

The Human Resources policy is applicable to all employees of the PacificSport Okanagan.

## APPLICATION

The Human Resources policy will promote a mutual respect between staff, and contribute to the strengthening of PacificSport Okanagan teamwork and employer/employee relationships. The provisions of these policies are also incorporated by reference into the terms and conditions of employment of each employee of PacificSport Okanagan.

The main responsibility for PacificSport Okanagan's Human Resources Policy rests with the Executive Director, who must sign off on the policy prior to implementation after it is approved by the PacificSport Okanagan Board. The Executive Director has the authority to hire and dismiss staff and contractors. Salary and wage guidelines of similar Canadian sport organizations, the business community, and professional organizations will be considered in determining compensation levels.

## PROCEDURES

### 1. VALUES

- PacificSport Okanagan's most valuable resource is its hardworking, energetic employees.
- PacificSport Okanagan strives to treat these employees with respect, fairness and integrity.
- PacificSport Okanagan operates in accordance with its values, mission statement and its regional strategic priorities.
- PacificSport Okanagan seeks to provide a positive, stable and healthy working environment that allows employees the opportunity to reach their full potential.
- PacificSport Okanagan endeavors to offer salary and benefit packages that are competitive in the amateur sport and related labor market.
- PacificSport Okanagan communicates and explains major policy decisions that may affect the duties and/or working conditions of employees.
- PacificSport Okanagan provides opportunities for employee career growth and encourages both professional and personal development.

### 2. EMPLOYMENT PRACTICES

#### Jurisdiction

Employment with PacificSport Okanagan falls within the jurisdiction of the Government of British Columbia Employment Standards Act (ESA), 1996. A copy of the Act is available from:

#### Employment Standards Branch

Phone: 1-800-663-3316 or 250-952-4738 (Victoria) Website: [www.labour.gov.bc.ca/esb/](http://www.labour.gov.bc.ca/esb/)

PacificSport Okanagan also upholds the British Columbia Human Rights Code, which provides that all individuals shall have equal employment opportunities without discrimination based on race, national or ethnic origin, colour, religion, age, sex, marital status, physical disability, or conviction for an offence for which a pardon has been granted. The address of the provincial office is: British Columbia Human Rights Tribunal Suite 1170 - 605 Robson Street Vancouver, BC V6B 5J3

Employee records are maintained to:

- Ensure that legal, regulatory, and procedural requirements are met;
- Assist with human resources management; and
- Collect information for "statistical" human resources reports for the Board of Directors and/or Federal and Provincial Government (for income tax purposes, WCB, etc.).

Employee files and electronic records typically include the following information:

- Employee name, home address and telephone number, emergency contact name and number, hiring and termination dates, birth date, salary and benefit status;
- Job description;
- Application form and/or resume;
- Employment letter of agreement (job offer and acceptance);
- Leave request forms and any applicable medical certificates;
- Compensation history including gross wages, benefits package, vacation leave, etc.;
- Performance review forms;
- Disciplinary letters;
- Professional development and training completed;
- Termination information and/or letter of resignation; and
- Exit interview.

Employee records are confidential and may be accessed by the employee and the Executive Director.

Employees are responsible for advising the Executive Director of any changes in personal information such as name, address, or phone number.

### **3. HIRING AND PROBATION**

PacificSport Okanagan has four employment categories:

- **Full-time – employees** who work a regular 30 to 37.5 hour week and maintain continuous regular employment following the successful completion of their probationary period. Full-time employees are entitled to the employee benefit package offered by PacificSport Okanagan;
- **Part-time – employees** who work less than 30 hours per week but maintain continuous regular employment;
- **Casual – employees** hired for short-term projects or who work on an on-call basis. These employees are paid by the hour and benefits are in accordance with the Employment Standards Act; and
- **Contractors/Consultants** – companies or individuals hired by a contractual arrangement to perform specific duties or a specific function for PacificSport Okanagan. Consultants or contractors are not employees of PacificSport Okanagan and as such are not entitled to benefits.

Employees are hired based on their education, experience, knowledge, and skills relative to position expectations and requirements.

Where required by law, new employees, existing employees and contractors must complete and pass a criminal record check. New employees are required to complete a criminal records check within the first three months of their employment. PacificSport Okanagan will reimburse costs associated with obtaining a criminal record check.

Criminal record checks are required where the position is considered one of trust (characterized by activities involving minors or the care, custody, counseling or legal responsibility for clients or residents in the government's care; or duties associated with the work of law enforcement). See the Criminal Record Review Act for details.

#### **Probation Period**

Employees are subject to a probation period dependent on the position, the length of which will be specified in the offer letter. The probationary period begins on the first day of work and provides an opportunity for the employee to become familiar with the position and demonstrate their ability to do the job. This is an opportunity to determine if the employee and the position are a suitable match. If a serious performance issue is identified, the

Executive Director will determine the next steps to be taken; this should occur within the first six weeks of employment. The test of just cause for the termination of a probationary employee shall be the suitability of the employee to be confirmed as a regular employee. The employment of the probationary employee may be terminated at any time during the probationary period, without cause, notice, or pay in lieu of notice.

#### **Documentation**

Employees are requested to submit copies of their highest level of education obtained to the Executive Director for employee files as well as a current resume if needed. For all positions requiring professional certification, renewal certifications or continuing education, current documentation must be submitted to the Executive Director to be kept on file.

#### **4. HOURS OF WORK**

Standard hours of operation are from 8:00 am to 5:00 pm. The Executive Director will work with employees to determine an appropriate schedule in accordance with these hours of operation and the job requirements. The Executive Director may approve applications for unique or flexible working arrangements.

Employees are expected to contact the Executive Director as soon as possible if an unexpected delay or absence occurs and shall make up any lost time. Employees are expected to make personal appointments outside of office hours wherever possible.

A standard workday is defined at 7.5 hours with an additional unpaid 30-minute lunch break. The 7.5 hour workday includes two paid 15-minute breaks.

The nature of managerial positions requires them to be flexible about hours of work. Accordingly, no additional salary, including overtime is compensable, irrespective of hours worked beyond the required minimum of 37.5 hours per week. General consideration for overtime commitment is reflected in annual salary and flexibility of time and movement. Days off in lieu of overtime worked may be approved beforehand by the Executive Director if deemed appropriate.

Non-management employees who are required to work beyond the normal 37.5 hour workweek in any given week are entitled to time in lieu for additional hours worked. Employees must seek approval from their Executive Director in advance of working any overtime and plan time in lieu together.

#### **5. STATUTORY HOLIDAYS AND VACATION**

PacificSport Okanagan recognizes twelve (12) days of paid statutory holidays in each calendar year.

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- BC Day
- Labor Day
- Thanksgiving Monday
- Remembrance Day
- Christmas Day
- Boxing Day

If a holiday falls on a weekend the office will close on another specified day.

Employees who have been employed for a minimum of 30 calendar days prior to the statutory holiday and who have worked or earned wages for 15 of the 30 calendar days preceding the holiday are entitled to statutory holiday pay.

Employees who are required to work on a statutory holiday will be paid for the day in accordance with ESA rates.

### **Annual Vacation Leave**

Employees may take vacation time within a fiscal year (April 1 – March 31) after the completion of the probationary period as follows.

- 1-2 Years of Complete Service – 10 days entitlement
- 3-5 Years of Complete Service – 15 days entitlement
- 6-12 Years of Complete Service – 20 days entitlement
- 13-20 Years of Complete Service – 25 days entitlement
- 20+ Years of Complete Services – 30 days entitlement

The original hire date is used to determine years of complete service.

### **Payment of wages/salary during vacation**

Full-time employees will continue to receive regular pay during vacation periods. Part time employees will receive a pro-rated allotment of vacation days each fiscal year. Hourly employees will receive 4% vacation pay for hours worked each pay period.

If a statutory holiday occurs during an employee's vacation period, they are entitled to one additional day off.

At the time of termination, in accordance with legislation, employees receive payment for accrued vacation credits. This amount is calculated based on the number of months during which vacation was accrued but not taken.

The Executive Director will work with staff prior to the start of each fiscal year to develop a proposed vacation schedule in accordance with operational requirements.

Each fiscal year, the Executive Director will review and approve the proposed vacation schedules to ensure adequate coverage throughout the year. Preferred vacation times will be approved where operationally feasible.

To take vacation leave, employees submit the dates requested to their Executive Director.

A maximum of 5 days of unused vacation time may be carried forward into the next fiscal year.

## **6. BENEFITS**

PacificSport Okanagan has a benefits plan, through the Canadian Sport Institute Pacific, that is available to full time employees. For information on enrollment procedures and employee benefit administration please contact the PacificSport Okanagan Executive Director.

## **7. HEALTH AND WELLNESS**

### **Short Term Illness and Injury Protection**

Health leave is available to all employees after successful completion of the probationary period. Absences should be reported to the Executive Director by 9:00 am.

Full time employees are entitled to up to ten paid working days of health leave per fiscal year. Part time employees are eligible for the pro-rated amount of health leave per fiscal year that corresponds to the FTE worked. Health leave reasons can include personal appointments (i.e. Doctor or Dentist), sickness, stress and/or mental health. It is expected that employees will make reasonable attempts to schedule these appointments outside of working hours. There shall be no carrying over of these health leave days from one year to another. Unused days cannot be paid out as cash in lieu.

## **Documentation**

If an employee is absent for more than three consecutive working days, he/she may be required to submit a medical certificate following return to work. Please note that all absences of one day or more need to be reported in writing to the Executive Director.

## **Long Term Disability**

Available through the Benefits Plan at cost to employee.

## **8. LEAVE**

PacificSport Okanagan provides paid and unpaid leaves for different types of circumstances as outlined below. Please contact the Executive Director if there are questions or items requiring clarification.

### **Pregnancy Leave**

All pregnant employees are entitled to unpaid pregnancy leave as outlined in the Employment Standards Act. For more information, the act can be found at <http://www.labour.gov.bc.ca/esb/>. Although pregnancy leave is without pay, employees may be eligible to claim employment insurance benefits through the Government of Canada's Employment Insurance (EI) and Maternity, Parental and Sickness Benefits provisions. Please see [www.hrsdc.gc.ca](http://www.hrsdc.gc.ca) for additional information.

### **Parental Leave**

All new parents (birth or adoptive) are entitled to unpaid leave as outlined in the Employment Standards Act. Please find the Act at <http://www.labour.gov.bc.ca/esb/> for more information. While parental leave is without pay, employees may be eligible to claim employment insurance benefits through the Government of Canada's Employment Insurance (EI) and Maternity, Parental and Sickness Benefits provisions. Please see [www.hrsdc.gc.ca](http://www.hrsdc.gc.ca) for additional information.

### **Bereavement Leave**

An employee is entitled to up to 3 days of paid leave on the death of a member of the employee's immediate family (mother, father, husband, wife, brother, sister, son or daughter).

### **Jury Duty**

In the event that an employee is required to attend court as a juror, the employee will not be required to return any jury pay or witness fees. In this case, the employee will be reimbursed for the difference between the pay received for the jury duty and the employee's regular salary for the same period of time.

### **Additional Leave**

In addition to the unpaid leaves outlined above, the Executive Director may, in his/her absolute discretion, grant leave with or without pay under special circumstances, upon application in writing to the Executive Director.

## **9. PAID LEAVE FOR MAJOR GAMES EVENTS**

Paid leave to full time staff participating in a games event as a coach, assistant coach, team leader/chaperone or Mission Staff will be provided for:

- A major games event (international championship/world championship/Olympic or Paralympic Games), staff are provided a paid leave that equates to the number of days that the event runs and which conflicts with a normal work day (not weekends or stat holidays). Travel time and pre- or post-event time would be personal leave;
- A national championship and for national/provincial multi-sport championships (National Swim Championships/Canada Summer or Winter Games/Western Canada Summer or Winter Games/BC Summer or Winter Games), staff are provided 2 days of paid leave for each 1 day of personal leave (ie vacation) taken; and

- Sport-specific regional or provincial championships, staff acting as coaches or major officials are provided 1 day of paid leave for each 1 day of personal leave taken.

The maximum number of paid leave days permitted per year per staff member would not exceed 10, except if special permission is granted by the Executive Director.

## **10. CONFLICT OF INTEREST**

The honesty and integrity of PacificSport Okanagan demands that the impartiality of employees, in the conduct of their duties, be above suspicion. Employees' conduct should instill confidence and trust and must not bring our organization into disrepute.

### **Conflicts of Interest**

A conflict of interest occurs when an employee's private affairs or financial interests are in conflict, or could result in a perception of conflict, with the employee's duties or responsibilities

If an employee is approached by a partner organization to perform duties over and above their responsibilities with PacificSport Okanagan the proposal must be presented to the GM and the process of payment for these services will be agreed upon on a case by case basis. In some situations the partner organization will pay PacificSport Okanagan who will pay the Employee, in others they may pay the Employee directly. Regardless of the scenario it must be agreed upon between the Executive Director and Employee.

Employees with questions regarding interpretation of the policy may discuss them with the Executive Director. Employees who find themselves in an actual, perceived or potential conflict of interest must immediately disclose the matter to the Executive Director. Employees who fail to disclose may be subject to disciplinary action up to and including dismissal.

Examples of conflicts of interest include, but are not limited to, the following:

- an employee uses PacificSport Okanagan property or the employee's position or affiliation to pursue personal interests;
- an employee is in a situation where the employee is under obligation to a person who might benefit from or seek to gain special consideration or favour;
- an employee, in the performance of official duties, gives preferential treatment to an individual, corporation or organization, including a non-profit organization, in which the employee, or a relative or friend of the employee, has an interest, financial or otherwise;
- an employee benefits from, or is reasonably perceived to have benefited from, the use of information acquired solely by reason of employment;
- an employee benefits from, or is reasonably perceived to have benefited from, a transaction over which the employee can influence decisions (for example, sales, purchases, contracts, or appointments);
- an employee requests or accepts from an individual, corporation or organization, directly or indirectly, a personal gift or benefit that arises out of their employment other than:
  - the exchange of hospitality between persons doing business together;
  - tokens exchanged as part of protocol;
  - the normal presentation of gifts to persons participating in public functions;
  - the normal exchange of gifts between friends;
- an employee solicits or accepts gifts, donations or free services for work-related leisure activities other than in situations outlined above.

### **Outside Remunerative and Volunteer Work**

Employees may engage in remunerative employment with another employer, carry on a business, or engage in volunteer activities provided it does not:

- interfere with the performance of their duties;
- bring PacificSport Okanagan into disrepute;
- represent a conflict of interest or create the reasonable perception of a conflict of interest;

- involve the unauthorized use of work time or premises, services, equipment or supplies to which they have access by virtue of their employment; and
- gain an advantage that is derived from their employment as an employee.

### **Confidentiality and Intellectual Property**

All staff and contractors sign a Confidentiality and Intellectual property agreement before commencing employment. Any exceptions or changes to the agreement must be approved by the GM. Generally, intellectual property, copyrights, patents, and trademarks resulting from the employee's professional work on behalf of PacificSport Okanagan become the property of PacificSport Okanagan unless otherwise permitted by written agreement. Confidential information that employees receive through their employment must not be divulged to anyone other than persons who are authorized to receive the information. Confidential information that employees receive through their employment must not be used by an employee for the purpose of furthering any private interest, or as a means of making personal gains. Employees who are in doubt as to whether certain information is confidential must ask the appropriate authority before disclosing it. Caution and discretion in handling confidential information continues to apply after the employment relationship ceases. Please see the Executive Director for the intellectual property form.

Items purchased by PacificSport Okanagan or produced by employment duties are the sole property of PacificSport Okanagan and may only be removed from PacificSport Okanagan premises for work related purposes, may not be copied for personal use or given to another party.

### **Public Comments**

All requests for public comment regarding the policies or operations of PacificSport Okanagan are to be referred to the Executive Director.

### **Political Activity**

Employees are free to participate in political activities including belonging to a political party, supporting a candidate for elected office and actively seeking elected office. Employees' political activities, however, must be clearly separated from activities related to their employment. If engaging in political activities, employees must be able to retain the perception of impartiality in relation to their duties and responsibilities to PacificSport Okanagan. Employees must not engage in political activities during working hours and partisan politics at the local, provincial or national levels are not to be introduced into the workplace. This does not apply to informal private discussions among co-workers.

### **Allegations of Wrongdoing**

Employees have a duty to report either to the Executive Director or, in the event of the alleged involvement of the Executive Director in the concern, to the Chair of PacificSport Okanagan; any situation that they believe contravenes the law, misuses funds or assets, or represents a danger to public health and safety or poses a significant threat to the environment. Employees can expect such matters to be treated in confidence, unless disclosure of information is authorized or required by law (for example, the Freedom of Information and Protection of Privacy Act). Employees will not be subject to discipline or reprisal for bringing forward to the Executive Director, in good faith, allegations of wrongdoing in accordance with this policy.

Employees must report a safety hazard or unsafe condition or act in accordance with the provisions of the WCB Occupational Health and Safety Regulations.

### **Working Relationships**

Employees who are direct relatives or who permanently reside together may not be employed in situations where:

- a reporting relationship exists where one employee has influence, input or decision-making power over the other employee's performance evaluation, salary, premiums, special permissions, conditions of work and similar matters; or
- the working relationship affords an opportunity for collusion between the two employees that would have a detrimental effect on the Employer's interest.

- The restriction on working relationships may be waived provided that the Executive Director is satisfied that sufficient safeguards are in place to ensure that the Employer's interests are not compromised.

### **Personnel Decisions**

Employees are to disqualify themselves as participants in personnel decisions when their objectivity would be compromised for any reason or a benefit or perceived benefit could accrue to them.

## **11. EXPENSES**

### **Job-Related Expenses**

Upon submission of itemized expense claims with original receipts attached, all approved travel and/or related expenses incurred by employees while performing their duties will be reimbursed by PacificSport Okanagan on a monthly basis according to current per diem and mileage rates. The GM shall publish by memorandum the authorized per diem and mileage rates for travel and related expenses.

Per Diem and expense reimbursement may be reviewed based on significant increases to costs such as gas prices. Employees who use their personal vehicles for PacificSport Okanagan business are responsible for ensuring appropriate business use insurance including \$2M liability coverage.

\* Note: If an employee is in receipt of a car allowance, he/she is ineligible to charge mileage or gas if personal car is used for travel. Where meals are provided by a sponsor, during a course, or provided by a facility as part of an accommodation package, no additional per diem claims should be made. Hotel arrangements should be made with sponsors who provide significant discounts (a list is maintained by Canadian Sport Institute Pacific).

## **12. TRAINING AND DEVELOPMENT**

### **Professional Membership Fees / Subscriptions**

Professional membership fees and subscriptions directly related to an employee's position may be paid by PacificSport Okanagan. Approved renewals should be claimed using the expense form template and submitted with supporting receipts to the Executive Director for approval.

### **In-house Training**

PacificSport Okanagan may arrange for in-house seminars on a variety of topics for all employees. Employees are encouraged to provide topic suggestions to the Executive Director.

### **Professional Development**

Professional development assistance may be made available to employees for the payment of seminar or conference fees, tuition, and textbooks through consultation with the Executive Director. On an annual basis, the Executive Director is responsible for approving all professional development under the following guidelines:

- The professional development budget is determined and approved by the Executive Director in consultation with Staff to establish priority areas and allocations for the entire organization ensuring full alignment with PacificSport Okanagan's Vision, Mission and Strategic Plan. The Board has final approval of the professional development budget as part of the overall operating budget for the organization;
- If a professional development opportunity is considered by the Executive Director to be directly related to the employee's present position or to the anticipated needs of PacificSport Okanagan, the costs may be covered up to 100%;
- PacificSport Okanagan may cover professional development expenses up to a maximum of 50% considered by the Executive Director to be indirectly related to the employee's position;
- A written plan for use of the professional development opportunity must be submitted to the Executive Director prior to the commencement of the course/activity;
- The employee is responsible for payment of course fees and will be reimbursed by PacificSport Okanagan immediately upon successful completion of the course;

- The Executive Director must approve and allocate all individual requests for professional development assistance;
- Travel costs should be avoided unless absolutely deemed essential by the Executive Director for professional development; and
- Employees may be required to sign a professional development agreement that commits them to a minimum term with PacificSport Okanagan.

### **Workplace Behavior**

The conduct and language of employees in the workplace must meet acceptable social standards and must contribute to a positive work environment. An employee’s conduct must not compromise the integrity of PacificSport Okanagan.

All employees have the right to expect, and the responsibility to create, a workplace where all employees are safe. Violence in the workplace is unacceptable and will not be tolerated. Violence includes any attempted or actual exercise by any person, including another worker, of any physical force so as to cause injury to a worker and includes any express threat of violence.

Employees must report any incident of violence directed towards themselves or their co-workers. Any employee hearing a threat, including a threat to a co-worker, must report that threat if he or she has reasonable cause to believe that the threat is serious. Any incident or threat of violence in the workplace must be addressed immediately.

Employees are to treat each other in the workplace with respect and dignity and must not engage in discrimination or harassment based on any of the prohibited grounds covered by the [Human Rights Code](#). The prohibited grounds are race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, sexual orientation, age, political belief or conviction of a criminal or summary offence unrelated to the individual’s employment.

PacificSport Okanagan will not permit such harassment of any individual by employees, managers, contractors or any other stakeholder involved with PacificSport Okanagan and, in particular, will not tolerate unwelcome sexual advances made to any person, unwelcome physical, verbal, or visual behavior that is sexual in nature, or the making of remarks or jokes known, or which should be known, to be offensive due to sex, age, race, national origin, religion, physical handicap, or sexual orientation (or on account of any other protected status).

### **Harassment Definition**

Harassment is defined as any behavior that meets one or more of the following definitions:

Personal Harassment: Behavior, including communication, conduct or gesture, which:

- is insulting, intimidating, humiliating, hurtful, malicious, degrading, or otherwise offensive to an individual or group of individuals (including a statement with respect to a Prohibited Ground or otherwise); and
- would be considered by a reasonable person to create an intimidating, humiliating or uncomfortable work or sport-related environment.

Sexual Harassment: Behavior involving unwelcome sexual advances, requests for sexual favors or other communication (verbal or written) or physical conduct of a sexual nature when:

- such conduct might reasonably be expected to cause embarrassment, insecurity, discomfort, offense or humiliation to another person or group; or
- submission to such conduct is made, implicitly or explicitly, a condition of employment or participation in a sport-related activity; or
- submission to or rejection of such conduct is used as a basis for any employment or sport-related decision; or
- such conduct has the purpose or the effect of interfering with a person’s work or sport performance or of creating an intimidating, hostile or offensive work or sport environment.

Examples of harassment and other forms of discrimination may include, but are not limited to:

- unwelcome sexual advances, invitations or requests, whether direct or indirect (including persistent unwanted contact after the end of a consensual relationship);
- racial, ethnic, homophobic, or sexual insults, comments, innuendoes, taunting, slurs, practical jokes, or questions that cause awkwardness or embarrassment;
- unwanted physical contact such as grabbing, pulling or undoing clothing, hugging, kissing, touching, patting, pinching or brushing against;
- leering (suggestive staring), or other offensive gestures;
- physical or sexual assault;
- refusal to work with a person based on his or her race, sexual orientation etc.;
- abuse of authority, patronizing or condescending behavior which undermines performance or threatens careers;
- displaying of pornographic or other offensive or derogatory material; and
- conduct that a person might reasonably conclude places a condition of a sexual nature affecting any personnel decisions such as hiring, promotion, or compensation.

An employee who believes that he or she has been affected in violation of this policy should immediately report the matter to the Executive Director. The Executive Director will seek to investigate all complaints or violations of this policy promptly in as discreet a manner as possible.

### **Harassment Procedure**

The employer will treat employee complaints in the strictest confidence. On receipt of a harassment complaint:

- The employee should be encouraged to make a direct request of the harasser to discontinue the offensive behavior;
- Where necessary the Executive Director should support the employee in confronting the alleged harasser;
- If the issue is not satisfactorily resolved, the complainant should be asked to submit the complaint in writing to the Executive Director, or where the Executive Director is involved, the Board, within seven days of the latest alleged occurrence;
- The Executive Director, or if the Executive Director is allegedly involved, the Board should initiate an in-house investigation at once in all cases of harassment whether formally reported or discovered through some other means. The course of the investigation might involve outside authorities. The harasser might be put on paid, or unpaid, leave until the investigation has been completed;
- If the employer has determined that sexual harassment has occurred, severe disciplinary action, up to and including immediate dismissal, shall be taken. The decision to dismiss will be made by either the Executive Director, or the Board, as the case may be;
- Where a complaint is determined to be frivolous, vindictive, or vexatious nature, the employer may take appropriate action up to and including dismissal of the complainant; and
- The complainant's name or circumstances relating to the complaint will not be disclosed unless necessary for the purpose of the investigation or for taking appropriate disciplinary action.

### **Other Harassment Procedures**

In addition to the procedure available under this policy, every employee who experiences discrimination or Harassment has the right to:

- file a complaint with the BC Human Rights Commission if the alleged behavior falls within the definition of discrimination under the BC Human Rights Code; (see s. 2.13 for definition);
- file a complaint with the police and/or other appropriate authorities if the alleged behavior constitutes criminal activity (i.e., abuse, stalking, etc.); and
- to pursue private proceedings in civil court.

### **13. DRESS CODE**

PacificSport Okanagan is a professional organization and as such employees and contract service providers are expected to dress professionally when representing the Centre both in and outside of the office environment. If an employee or contractor is unsure of what is appropriate dress, they should consult the Executive Director.

All staff and contractors are required to adhere to the following guidelines.

### **Sport Performance & Sport Development Camps & Workshops Environments**

- A sport performance environment is defined as workshops, programs, a service delivery session and any field-of-play (training or competition) whereby PacificSport Okanagan staff (includes employees and contractors) are working with athletes, coaches or external agencies
- A sport development environment is defined as workshops, seminars and sport camps whereby PacificSport Okanagan staff (includes employees and contractors) are working with community partners, youth and children or the community at large.
- PacificSport Okanagan gear includes tech tees, polo shirts, hoodies, t-shirts and black zip jackets. A PacificSport shirt (tech tee, polo, hoodie or t-shirt) is to be worn at all times when providing service to athletes/coaches in a sport performance environment (whether it is in the daily training environment or while on the road). Black exercise pants/shorts, cargo shorts/pants or khaki pants/shorts are to be worn with the PacificSport shirt.

### **Office Attire - Business Casual**

- Preferred are casual pants/shorts (Dockers/khaki style or dress pants/shorts), casual dresses and skirts, polo tees, collared shirts and blouses or sweaters (no logo t-shirts, or tank tops with thin straps without a layered shirt over top).
- Leggings/tights are appropriate when worn with a dressy blouse/dress.
- Business attire is recommended when you are meeting in a business environment.
- Sweatpants or other exercise pants are only permitted in social, after-work situations or when staff will partake in work for which clothing may become soiled or damaged.

### **Hats and Footwear**

- Hats are only permitted when working in an outdoor sport performance environment. Institute baseball hats and toques are encouraged in these scenarios.
- Conservative athletic or walking shoes, loafers, sneakers, boots, flats, dress heels, dress sandals, leather or Birkenstock style sandals, and leather deck-type shoes are acceptable for the office environment. Plastic, foam or 'beach' style sandals are not acceptable in the office environment.
- Performance footwear is appropriate when working in a sport performance environment and exceptions vary by sport. For example, beach style flip flops are permitted on the pool deck and cleats or running shoes are appropriate on the Rugby field.

### **Non-Compliance:**

Failure to comply with the standards as set out above will result in the staff member being sent home to change into appropriate attire. The Executive Director has the authority to enforce these guidelines. Repeated behaviour will be dealt with on a case by case basis.

## **14. ASSET OWNERSHIP**

Assets of PacificSport Okanagan (examples include: office supplies, equipment, furniture, files, promotional material, database lists, forms, reports, manuals, books, artwork, computer hardware, software and data) and other items purchased by PacificSport Okanagan or produced by employment duties are the sole property of PacificSport Okanagan and may only be removed from PacificSport Okanagan premises for work related purposes, and may not be copied for personal use or given to another party.

## **15. OFFICE SECURITY**

It is important that all PacificSport Okanagan personnel comply with the following security guidelines to protect PacificSport Okanagan employees and property:

- Any unknown persons seen "wandering" around PacificSport Okanagan offices should be offered assistance and/or challenged regarding their presence and asked to leave if necessary;
- The last staff member leaving at the end of the day must ensure that the door is properly locked and that lights are turned off;

- Lap top computers, iPhones and other small items of value should not be left on desk tops, but rather locked up or placed discreetly out of sight; and
- Loss of any item should be reported immediately to the Executive Director.

#### **16. COMPUTERS & WORKSTATIONS**

Staff and contractors using PacificSport Okanagan laptops and computers are required to do regular software updates – Java and Windows – in particular.

- If logged into a PacificSport Okanagan computer or workstation, staff and contractors should lock the workstation if leaving it unattended for longer than 15 minutes.
- All PacificSport Okanagan computers or other computers logged into the server should be completely shut down at least once a week.

#### **17. KEYS & FOBS**

Keys and FOBs are the property of the Municipalities and may not be duplicated. Lost keys/FOBs must be reported immediately to the Executive Director.

#### **18. PROPERTY & EQUIPMENT SECURITY**

It is important that all PacificSport Okanagan personnel comply with the following security guidelines when working with property and equipment out of office and/or at training sites.

Staff are expected as part of their employment to safeguard PacificSport Okanagan property and equipment, and property and equipment entrusted to PacificSport Okanagan, from loss, theft or damage by taking reasonable steps such as, but not limited to:

- maintaining an accurate equipment inventory;
- keeping items protected from the elements, hazardous environments or conditions that might reasonably be expected to cause damage to the equipment;
- Using the equipment item in accordance with manufacturer’s guidelines and only for the purpose(s) for which the item was designed;
- Ensuring required / preventative maintenance is performed;
- Securing equipment when not in use; and
- Limiting equipment access to personnel trained in the use of the equipment.

Property and equipment is not to be left in a locked or unlocked vehicle such that it is visible to an outside observer. Such equipment must be moved to a secure PacificSport Okanagan location, a temporary storage facility or secure compound.

Loss or damage to any item shall be reported immediately to the Executive Director. The staff member reporting such a loss shall, as soon as practicable, provide a written statement outlining the circumstances that led to said damage / loss. Note: In cases of damage caused by normal wear and tear the GM may waive the requirement to provide a written statement.

In cases where property and equipment is lost or damaged as a result of nefarious circumstances the staff member responsible for the equipment at the time of said occurrence shall cooperate fully with authorities and provide any information said authorities may require.

Where a staff member is found to be grossly negligent in caring for equipment entrusted to them, and such negligence contributes to a loss, the staff member may be held financially liable and / or be subject to a disciplinary process.

**POLICIES & PROCEDURES SIGNATURE**

I, \_\_\_\_\_ (print name) hereby acknowledge that I have received a copy of the PacificSport Okanagan’s **Policies & Procedures Manual**.

I further acknowledge that I have read and understood the aforementioned policies and procedures and that any questions I had regarding these policies and procedures have been answered.

Finally, I understand the need and desirability of these policies and procedures, and I agree to abide by and uphold them. I understand that contravention of these policies and procedures may result in disciplinary action up to and including dismissal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# **INTERNET, COMPUTER EQUIPMENT AND ELECTRONIC MAIL ACCEPTABLE USE**

## **POLICY STATEMENT**

The Internet, computer equipment and electronic acceptable use policy defines and outlines acceptable use of these resources at PacificSport Okanagan. These rules and guidelines are in place to protect both the user and PacificSport Okanagan. This policy requires all PacificSport Okanagan and PacificSport Centre employees and other users to comply with the acceptable use provisions.

## **APPLICATION**

This policy applies to all offices and users, including employees, contractors, consultants, temporary staff, volunteers and other workers within PacificSport Okanagan. This policy applies to all resources and information technology equipment owned or leased by PacificSport Okanagan regardless of the time of day, location or method of access.

PacificSport Okanagan is responsible for assuring that employees and users under their authority have been made aware of the provisions of this policy, that compliance by the employee is expected, and that intentional, inappropriate use of Internet and E-mail resources may result in disciplinary action up to and including dismissal. To demonstrate awareness and knowledge of this policy, signed acknowledgement forms are required. It is the Executive Director's responsibility to enforce and manage this policy.

## **PROCEDURES**

### **APPROPRIATE USE**

As provisioned, Internet, Computer Equipment and E-mail resources, services and accounts are the property of PacificSport Okanagan. These resources are to be used for PacificSport Okanagan business purposes in serving the interests of PacificSport Okanagan, its athletes, coaches and staff in the course of normal business operations. This policy represents a set of rules and guidelines to be followed when using the network facilities provided by PacificSport Okanagan, including Internet and E-mail.

In compliance with the laws of the Province of British Columbia and this policy, employees of PacificSport Okanagan are encouraged to use the Internet, Computer Equipment and E-mail to their fullest potential to:

- Further PacificSport Okanagan's mission
- To provide service of the highest quality to its clients
- To discover new ways to use resources to enhance service, and
- To promote staff development

PacificSport Okanagan employees should use the Internet, Computer Equipment and E-mail, when appropriate, to accomplish job responsibilities more effectively and to enrich their performance skills.

The acceptable use of Internet, Computer Equipment and E-mail represents the proper management of a PacificSport Okanagan business resource. The ability to connect with a specific Internet site does not in itself imply that an employee is permitted to visit that site. Monitoring tools are in place to monitor employees' use of E-mail and the Internet. Employees shall have no expectation of privacy associated with E-mail transmissions and the information they publish, store or access on the Internet using PacificSport Okanagan's resources.

Documents and files produced by employees, contractors and others working for PacificSport Okanagan are the property of PacificSport Okanagan and must be properly stored and backed up. Network drives are provided for the storage of documents and files related to an employee's work at PacificSport Okanagan. It is expected that staff will use the appropriate network location for saving files related to their employment. Work related files are not to be saved to the user's local computer. Work related files of a personal nature, such as expense reports and performance reviews, may be saved on a network drive provided for this use however work related files must not be saved to these drives. Any personal files saved to a user's local computer drive are the sole responsibility of the user and the PacificSport Okanagan IT Department shall not be responsible for their backup or recovery.

Incidental personal uses of Internet, Computer Equipment and E-mail resources are permissible, but not encouraged. Excessive personal use shall lead to loss of the resource privileges and may result in disciplinary action up to and including dismissal. Employees are responsible for exercising good judgment regarding incidental personal use. Any incidental personal use of Internet or E-mail resources must adhere to the following limitations:

- It must not cause any additional expense to PacificSport Okanagan
- It must be infrequent and brief
- It must not have any negative impact on the employee's overall productivity
- It must not interfere with the normal operation of the employee's work location
- It must not compromise the employee's work location or PacificSport Okanagan in any way
- It must be ethical and responsible

### **EMAILS AS CORPORATE RECORDS**

Email messages, including any electronic attachments, created, collected, received or transmitted in the normal course of business which reflect the functions, business activities, and decisions of the business are corporate records. A record held elsewhere on behalf of PacificSport Okanagan is also under its control (ie. employee's home or on business travel). Since most email messages are records, these must be kept. As such, emails must not be automatically forwarded to other mailboxes (ie. personal mailboxes such as Gmail, Hotmail, etc). Further, it is expected that employees will use their PacificSport Okanagan email account for all electronic correspondence and will refrain from using personal email accounts for business correspondence.

### **EMPLOYEE/USER RESPONSIBILITIES**

- Read, acknowledge and sign an acceptable use policy statement before using these resources.
- Use access to the Internet and E-mail in a responsible and informed way, conforming to network etiquette, customs, courtesies, and any or all applicable laws or regulation.
- As with other forms of publication, copyright restrictions/regulations must be observed.
- Employees shall be aware that their conduct or information they publish could reflect on the reputation of PacificSport Okanagan. Therefore, professionalism in all communications is of the utmost importance.
- Employees that choose to use E-mail to transmit sensitive or confidential information should encrypt such communications using approved products for secure electronic messaging services.
- Employees shall represent themselves, PacificSport Okanagan accurately and honestly through electronic information or service content.

### **EXECUTIVE DIRECTOR RESPONSIBILITIES**

- The Executive Director is required to identify Internet, Computer Equipment and E-mail training needs and resources, to encourage use of the Internet and E-mail to improve job performance, to support staff attendance at training sessions, and to permit use of official time for maintaining skills, as appropriate.
- The Executive Director is expected to work with employees to determine the appropriateness of using the Internet, Computer Equipment and E-mail for professional activities and career development, while ensuring that employees do not violate the general provisions of this policy, which prohibit using the Internet and E-mail for personal gain.

### **PROHIBITED AND UNACCEPTABLE USES AND CONSEQUENCES**

Use of Internet, E-mail and computer equipment resources is a privilege that may be revoked at any time for unacceptable use or inappropriate conduct. Any abuse of acceptable use policies may result in notification of the institute's management, revocation of access and disciplinary action up to and including dismissal. The following activities are, in general, **strictly prohibited**. With the proper exception approved, employees may be exempt from these prohibitions during the course of job responsibilities and legitimate PacificSport Okanagan business.

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, including but not limited to, the downloading, installation or distribution of

pirated software, digital music and video files.

- Engaging in illegal activities or using the Internet or E-mail for any illegal purposes, including initiating or receiving communications that violate any provincial, federal or local laws and regulations. This includes malicious use, spreading of viruses, and hacking. Hacking means gaining or attempting to gain the unauthorized access to any computers, computer networks, databases, data or electronically stored information.
- Using the Internet and E-mail for personal business activities in a commercial manner such as buying or selling of commodities or services with a profit motive.
- Using resources to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws, whether through language, frequency or size of messages. This includes statements, language, images, E-mail signatures or other materials that are reasonably likely to be perceived as offensive or disparaging of others based on race, national origin, sex, sexual orientation, age, disability, religious or political beliefs.
- Using abusive or objectionable language in either public or private messages.
- Knowingly accessing pornographic sites on the Internet and disseminating, soliciting or storing sexually oriented messages or images.
- Misrepresenting, obscuring, suppressing, or replacing a user's identity on the Internet or E-mail. This includes the use of false or misleading subject headers and presentation of information in the distribution of E-mail.
- Employees are not permitted to use the E-mail account of another employee without receiving written authorization or delegated permission to do so.
- Employees are not permitted to forge E-mail headers to make it appear as though an E-mail came from someone else.
- Sending or forwarding chain letters or other pyramid schemes of any type.
- Sending or forwarding unsolicited commercial E-mail (spam) including jokes.
- Soliciting money for religious or political causes, advocating religious or political opinions and endorsing political candidates.
- Making fraudulent offers of products, items, or services originating from any PacificSport Okanagan account.
- Using official resources to distribute personal information that constitutes an unwarranted invasion of personal privacy or where such distribution is contrary to the PacificSport Okanagan Privacy Policy.
- Online investing, stock trading and auction services such as eBay unless the activity is for PacificSport Okanagan business.
- Developing or maintaining a personal web page on or from a PacificSport Okanagan device.
- Use of peer-to-peer (referred to as P2P) networks such as Bit Torrent, Kazaa, Gnutella, Grokster, Limewire and similar services.
- Any other non-business related activities that will cause congestion, disruption of networks or systems including, but not limited to: Internet games, online gaming, unnecessary Listserve subscriptions and E-mail attachments. Chat rooms and messaging services such as Internet Relay Chat (IRC), I SeeK You (ICQ), AOL Instant Messenger, MSN Messenger and similar Internet-based collaborative services. Skype may be employed provided that it is used for business only and that all steps have been taken by users to protect the host computers from viruses, trojans and similar such malicious software.
- Streaming music and video from internet sites, except where it is required to access a specific resource related to a staff member's duties. Streaming music, video, etc. for entertainment purposes is not permitted.
- Installing software that has not been approved by the IT Department and which does not relate to the user's role at PacificSport Okanagan.
- Connecting, or permitting the connection of, a non-PacificSport Okanagan computer or computing device to the PacificSport Okanagan business network. This includes equipment belonging to our partners and clients.

**IT POLICIES SIGNATURE**

I, \_\_\_\_\_ (print name) hereby acknowledge that I have received a copy of the **Internet, Computer Equipment and Electronic Mail Acceptable Use Policy**.

I further acknowledge that I have read and understood the aforementioned policies and that any questions I had regarding these policies have been answered.

Finally, I understand the need and desirability of these policies, and I agree to abide by and uphold the aforementioned policies. I understand that contravention of these policies may result in disciplinary action up to and including dismissal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# PERSONAL COMMUNICATION DEVICES

## POLICY STATEMENT

This document describes the PacificSport Okanagan IT Department's requirements for connecting Personal Communication Devices to PacificSport Okanagan's messaging systems.

## APPLICATION

This policy applies to any use of a privately owned Personal Communication Device that is connected to a PacificSport Okanagan network and used for PacificSport Okanagan business.

## PROCEDURES

### AUTHORIZATION

The connection of a Personal Communication Device (PCD) will be authorized only for PacificSport Okanagan personnel with duties that require them to be in immediate and frequent contact when they are away from their normal work locations. For the purpose of this policy, PCDs are defined to include handheld wireless devices, cellular telephones and tablets. Personal computers – either laptops or desktops – may not be connected to a PacificSport Okanagan network without specific authorization from IT. This authorization will not normally be granted.

Individuals wishing to connect their privately owned PCD must submit a request to their supervisor who, if approved, will forward it to IT. As part of the approval process the supervisor shall ensure that the requesting employee has read and signed this policy and that a signed copy of the policy has been placed in the employee's HR file.

### PCD SUPPORT POLICY

Authorized staff may choose to attach their personal PCD or smartphone to PacificSport Okanagan messaging systems, but with clear understanding that they will receive no technical support from PacificSport Okanagan IT Department. Further, they must be aware of the following stipulations:

- PacificSport Okanagan IT Department does not assume any liability for a user's PCD;
- PacificSport Okanagan equipment and services have priority for support; PCDs will be supported as outlined in this policy when possible;
- Users are responsible for the backup of any data contained on their PCD;
- The user is completely responsible for the installation and troubleshooting of the device along with all associated software;
- Users should be aware that they may not install any special software on their PacificSport Okanagan computer to support their device;
- PacificSport Okanagan IT Department reserves the right to prohibit the installation of any PCD by the user if there are known or repeated conflicts with the PacificSport Okanagan network or software;
- PacificSport Okanagan IT Department is not responsible for missing or lost information on a user's smartphone or Exchange/Outlook mailbox when the cause is due to a smartphone related issue. In the event that a user's data becomes corrupt or lost, the PacificSport Okanagan IT Department will make a best effort attempt to restore the user's mailbox from backup. The time required for this process may take up to 5-10 business days;
- Due to corporate security the use of POP and SMTP for email is not allowed. However, the Microsoft Exchange ActiveSync protocol is available to provide a reliable and secure method of sending and receiving data;
- PacificSport Okanagan IT Department cannot recommend, provide specs for, offer support for, or be liable for any personally owned computer equipment or networking / Internet services. Due to the quantity, complexity and diversity of computer hardware and software combinations, liability issues and time / resource limitations, we are unable to extend our services beyond PacificSport Okanagan owned equipment, apart from the limited assistance mentioned above.

- The employee assumes full liability for risks including, but not limited to, the partial or complete loss of PacificSport Okanagan and personal data due to an operating system crash, errors, bugs, viruses, malware, and/or other software or hardware failures, or programming errors that render the device unusable.

### **SECURITY CONSIDERATIONS**

Prior to connecting a personal communication device to the PacificSport Okanagan messaging network the device user must agree to the following:

- The owner of the device is responsible for the physical security of the device. Lost / stolen devices must be reported to PacificSport Okanagan IT Department;
- “Rooted” (Android) or “jailbroken” (iOS) devices are strictly forbidden from accessing the network;
- The owner of the device is solely responsible for how the device is used regardless as to whether the owner or a borrower of the device is performing actions on it;
- Smartphones and tablets that are not on PacificSport Okanagan’s list of supported devices are not allowed to connect to the network;
- The device may be used to communicate with the PacificSport Okanagan messaging system only;
- The device must be configured to require a password to operate it. The password must lock out the device after 30 minutes of inactivity;
- The device must be capable of accepting remote lock and wipe commands;
- The employee’s device may be remotely wiped if;
  1. the device is lost,
  2. the employee terminates his or her employment,
  3. IT detects a data or policy breach, a virus or similar threat to the security of PacificSport Okanagan’s data and technology infrastructure.

**PacificSport Okanagan has sole discretion as to the decision to remotely wipe the user’s device and is not responsible for any data lost as a result of a data wipe.**

- Prior to leaving their employment with PacificSport Okanagan the owner of the device shall satisfy the IT Department that their PacificSport Okanagan accounts and data have been removed from the device; and
- The employee understands and accepts that certain applications (“apps”) and sources of applications pose a potential security risk and that from time to time PacificSport Okanagan may prohibit the installation of these applications. The list of prohibited applications is at the sole discretion of PacificSport Okanagan and may change from time to time.

### **REIMBURSEMENT**

- The employee is personally liable for all costs associated with his or her device.
- PacificSport Okanagan will pay the employee a stipend meant to cover the business usage costs of the device. The amount of the stipend will be determined by how the employee’s position fits into the Mobile Device Classification. Note that part time employees may have the amount of the stipend pro- rated based on their position’s percentage of full time employment (FTE).
- PacificSport Okanagan will not pay a contribution toward the replacement of lost, stolen or damaged devices.
- Under exceptional circumstances, the Executive Director may authorize additional payments to cover unforeseen usage of an employee’s device. These payments will be processed through the normal expense submission process.

### **DATA AND OWNERSHIP**

- The User retains absolute ownership of the device and may use it as they see fit.
- PacificSport Okanagan retains absolute ownership of the work product of its agents and has the right and obligation to govern this data.
- PacificSport Okanagan and the User must comply with all Federal, Provincial, and Local laws. In this context the law might require PacificSport Okanagan to access its data as well as your data on your device. The User may be compelled to provide any data from their device because of these laws.
- The User understands that because of these laws they are giving up some rights to their device by accessing PacificSport Okanagan data.

- The User understands that PacificSport Okanagan may inadvertently come in contact with their
- personal data. If a User discovers that PacificSport Okanagan has come in contact with their personal data they should inform the Executive Director.
- The User agrees that PacificSport Okanagan may obligate them to certain configurations and practices before the User is allowed access to PacificSport Okanagan data. If the User disagrees with any of these requirements, or if the User circumvents them, then the User must not access or process PacificSport Okanagan data.
- PacificSport Okanagan respects the ownership rights of these devices and will never configure, modify, delete, monitor, or install anything on the device, including wiping the device or resetting the device PIN or password, without the informed consent of the user. PacificSport Okanagan will make every effort to communicate with the user BEFORE these actions are taken.
- The User understands that PacificSport Okanagan might require software be installed on the device if the User wishes to access PacificSport Okanagan data.
- The User is obligated to remove all PacificSport Okanagan data from personally owned devices upon separation from PacificSport Okanagan or by PacificSport Okanagan's request.
- The User must, upon separation from PacificSport Okanagan request, reconcile software licenses purchased by PacificSport Okanagan and installed on personally owned devices. Depending on the licensing of the software, and PacificSport Okanagan's request, this might mean a User must reimburse PacificSport Okanagan for the software, destroy the software or otherwise release the license. PacificSport Okanagan may decide to allow the User to keep software with no further value.
- The PacificSport Okanagan will never confiscate or wipe a device, reset its PIN or password, or download, view, store, modify, monitor, or delete a User's personal data without proper legal procedures or the User's informed consent.
- PacificSport Okanagan will never search a User's device for PacificSport Okanagan data without the prior consent of the User unless required by law.
- PacificSport Okanagan or any Department may limit what data may be accessed remotely.
- PacificSport Okanagan will not monitor, modify, wipe or delete the personal device of an employee, including changing the device PIN or password, separated from PacificSport Okanagan employment unless legally required or with prior consent.
- Breaches, disclosures, possible disclosures, or malware infections on personally owned devices or cloud services utilized through BYOD must be reported to User's supervisor.
- User and PacificSport Okanagan must follow all other administrative policies when a device is connected to the PacificSport Okanagan internal networks or when Social Media or other Collaboration solutions are applied.
- PacificSport Okanagan must permanently delete all its records of an inadvertent contact with a User's personal data and inform the User as soon as discovered and practical.

### **LOSS AND THEFT**

Except for email data retrieved from the messaging system, no PacificSport Okanagan data may be stored on the user's PCD. Loss or theft of the device or suspected compromise of the it's security must be reported immediately.

### **PCD SAFETY**

Conducting telephone calls or utilizing PCDs while driving can be a safety hazard and is contrary to the BC Motor Vehicle Act. Drivers should use PCDs while parked or out of the vehicle. If employees must use a PCD while driving, PacificSport Okanagan requires the use of hands-free enabling devices. The cost of such a hands-free device is the responsibility of the PCD's owner.

### **ENFORCEMENT**

Any employee found to have violated this policy may be subject to disciplinary action that leads to being ineligible for continued use of PCDs. Extreme cases could lead to additional discipline, up to and including termination of employment.

**PERSONAL COMMUNICATION DEVICE POLICIES SIGNATURE**

I, \_\_\_\_\_(print name) hereby acknowledge that I have received a copy of the **Personal Communication Device Policies**.

I further acknowledge that I have read and understood the aforementioned policies and that any questions I had regarding these policies have been answered.

Finally, I understand the need and desirability of these policies, and I agree to abide by and uphold the aforementioned policies. I understand that contravention of these policies may result in disciplinary action up to and including dismissal.

\_\_\_\_\_  
(Signature – PCD Owner)

\_\_\_\_\_  
(Print Name – PCD Owner)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type of Device