



Whitehorse Cross-Country Ski Club

Human Resources and Screening Policy

JULY 7, 2021

Table of Contents

Definitions	3
Purpose	3
Legal Requirements	3
Application of this Policy.....	3
Employer-Employee Relationship.....	4
Employment Agreement.....	4
Probationary Period.....	4
Attendance, Work Hours, and Supervision.....	5
Job Responsibilities, Performance, and Review	5
Vacation Leave and Holidays	6
Sick Leave and Other Leave	7
Salary and Benefits.....	7
Expense Compensation.....	8
Professional Development.....	8
Other Employment	9
Personal Belongings	9
Conduct and Discipline	9
Unsatisfactory Work Performance or Work-Related Behaviour	9
Termination.....	10
Grievance Procedure	11
Screening Policy	12
Appendix A – Application Form	17
Appendix B – Screening Disclosure Form	18
Appendix C – Screening Renewal Form	20
Appendix D – Request for Vulnerable Sector Check.....	21

WCCSC Human Resources Policy

WCCSC Human Resources Policy

Policy Type:

HR Policy

Amended: July 7, 2021

Definitions

1. The following terms have these meanings in this Policy:
 - a) “*Employees*” – Individuals employed by the WCCSC on a full-time, part-time, or term basis and who receive a salary, and leave, health, vacation, and pension benefits as may be defined in their *Employment Agreement*. Employees do not include Directors and Officers of the WCCSC, interns, officials, volunteers, or volunteer coaches
 - b) “*Contract Worker*” – Employees who are hired for a specific term to complete specific tasks, who are employed temporarily (i.e., paid by the hour, day, or week), receive four-to-six percent (4%-6%) vacation pay and leave benefits, and who do not receive health or pension benefits as defined in their *Employment Agreement*

Purpose

2. WCCSC employs staff, as necessary, to manage the daily tasks required of the club. The WCCSC’s Employees must sign and adhere to individual *Employment Agreements*. Except where otherwise noted, or where amended by the provisions of the *Employment Agreement*, this Policy and the Yukon *Employment Standards Act* will govern the terms and conditions of employment with the WCCSC.
3. If there is any discrepancy between this Policy and the minimum requirements of the Yukon’s *Employment Standards Act*, then the minimum requirements of the *Act* will take precedence over this Policy.

Legal Requirements

4. The WCCSC is subject to the statutory requirements of the Yukon’s *Employment Standards Act* and therefore will comply with its requirements in dealings with Employees.

Application of this Policy

5. This Policy applies to the WCCSC’s Employees and Contract Workers.
6. The WCCSC may hire seasonal, temporary, or casual employees. The terms and conditions of employment for such employees will be governed solely by their *Employment Agreement* and Yukon’s *Employment Standards Act*.
7. This Policy does not apply to independent contractors, private consultants, or interns/co-op placement students. These individuals are not considered employees of WCCSC. In all instances where these individuals are contracted by WCCSC, a written and signed *Contractor Agreement* will be prepared that outlines the duties, limitations, and payment schedule for the individual.

Employer-Employee Relationship

8. WCCSC recognizes the critical importance of its Employees and Contract Workers to achieving its strategic objectives. Accordingly, WCCSC provides its Employees and Contract Workers with:
 - a) Meaningful work which provides opportunities for professional development and personal achievement
 - b) A safe, healthy, and rewarding work environment
 - c) An organizational culture that reinforces shared values and high professional standards, and encourages participation and teamwork
 - d) An evaluation system based on organizational values, defined job duties and responsibilities, mutually agreed upon goals and objectives, and reasonable expectations
 - e) An evaluation system that provides positive and constructive feedback on performance

9. WCCSC expects its Employees and Contract Workers to:
 - a) Apply and adhere to WCCSC's policies and organizational values
 - b) Use their best efforts to advance the interests of WCCSC
 - c) Perform their duties to the best of their abilities
 - d) Seek a high level of performance results
 - e) Act professionally in the discharge of their employment responsibilities
 - f) Provide open and direct communication
 - g) Ensure the integrity of their personal conduct
 - h) Provide WCCSC with any changes to the Employee's name, address, phone number, and other personal information that WCCSC is required to maintain

Employment Agreement

10. Employees and Contract Workers will enter into an employment agreement with WCCSC.

11. If the Employee or Contract Worker continues to be employed by WCCSC after the expiration of his or her *Employment Agreement*, the Employee's immediate last *Employment Agreement* will remain in effect until an acceptable *Employment Agreement* has been signed by both the Employee and the WCCSC.

12. Where there is any inconsistency between the terms of the Employee or Contract Worker's *Employment Agreement* and the terms of this Policy, the terms of the *Employment Agreement* will prevail.

Probationary Period

13. New Employees and Contract Workers will be subject to a six (6) month probationary period and may be terminated without notice or pay in lieu of notice, unless otherwise stated in the Employee or Contract Worker's *Employment Agreement*.

14. The Employee or Contract Worker's probationary period may be adjusted or extended, in writing, according to any absences by the Employee or Contract Worker during the probationary period.

15. The purpose of this probationary period is to provide an opportunity for both the Employee or Contract Worker and the WCCSC to evaluate their working relationship.

16. An Employee or Contract Worker who transfers within WCCSC to a new position will have a probationary period of three months in the new position. During this probationary period the WCCSC may, at its sole discretion and for any reason, require the Employee to return to his or her previous position without notice and without compensation.
17. At the end of the probationary period, a formal work performance evaluation will be conducted. An Employee or Contract Worker whose service is determined to be satisfactory during the probationary period may continue in employment, subject to the availability of funds, the continued existence of the position, and continued satisfactory work performance.

Attendance, Work Hours, and Supervision

18. The Human Resources Committee, comprised of the President, one other Officer and at least one other Director will supervise the performance of the Club Manager, Operations Manager and Bookkeeper on behalf of the Board of Directors. The President will chair the Human Resources Committee and be the supervisor and sole point of contact on employment matters for the Club Manager, Operations Manager and Bookkeeper. The Human Resources Committee may delegate this function to another member of the Committee, with the approval of the Board of Directors.
19. Employees and Contract Workers will work out of the WCCSC's head office unless another arrangement has been agreed to in the *Employment Agreement*. An Employee or Contract Worker will not be paid a travel allowance or a moving allowance if the Employee or Contract Worker is required to travel far distances to the WCCSC's head office or if the Employee or Contract Worker changes residence.
20. Employees will work hours as determined by the WCCSC's Board of Directors and set out in the employment agreement. Due to the nature WCCSC's operations employees may be required to work on evenings and weekends.
21. Overtime hours may be worked by an Employee with the approval of the supervisor. Overtime hours will be compensated by granting the Employee time off in lieu at a rate of time-and-a-half for each hour of overtime worked. Hours worked by the Employee in excess of eight (8) hours per day or forty (40) hours in a single week will constitute overtime work, unless other arrangements are agreed to in the Employment Agreement, such as a longer averaging period for overtime hours.
22. If an Employee cannot be at work at the normal time, he or she will notify the President at the earliest opportunity with the reasons for, and expected duration of, the absence.
23. Employees will attend all staff meetings, Board meetings, and other meetings when requested to do so by the President, unless the Employee or Contract Worker's absence has been approved by the President.

Job Responsibilities, Performance, and Review

24. The primary duties and responsibilities of each Employee and Contract Worker will be outlined in a written job description in the *Employment Agreement*. These duties may be revised from time to time at the discretion of the Board of Directors on the recommendation of the Human Resources Committee, to reflect changing priorities, workload, and personnel requirements.

25. The performance of each Employee will be reviewed annually by the Human Resources Committee. The purpose of this review will be to assess the Employee or Contract Worker's commitment to the WCCSC's organizational values and policies, to provide the Employee or Contract Worker with feedback on his or her performance, and to identify the Employee or Contract Worker's strengths and weaknesses. The employee will also have an opportunity to provide feedback to the Committee.
26. If an Employee or Contract Worker's performance is below a satisfactory level, the Human Resources Committee, through the President, will discuss with the Employee or Contract Worker the specific problem, the level of performance that is required, the suggested action items to improve performance, and the time frame for achieving the desired level of performance. All discussions regarding performance will be documented and placed in the Employee's personnel file. If performance is unsatisfactory and does not improve according to the action plan timeframes that have been discussed, the Employee or Contract Worker's employment may be terminated for cause.
27. For all Employees, a base salary review will be done by the Human Resources Committee. Annual cost of living increases will not occur. The Board will review the inflation rate and from time to time adjust the salary range for each position.

Vacation Leave and Holidays

28. Vacation entitlements will accrue in accordance with the Yukon's *Employment Standards Act*, unless stated otherwise in the Employee's *Employment Agreement*.
29. When a statutory holiday falls within an Employee's vacation, the Employee will be granted an additional day of vacation.
30. All vacation leave will be approved in advance by the President. The President retains the right to determine the scheduling of vacations. Employees should provide reasonable notice of their intention to take vacation leave.
31. Employees who do not receive vacation leave and Contract Workers will be paid vacation pay at a rate of four percent (4%) of earnings during the first four (4) years of employment and six percent (6%) in the fifth and subsequent years of employment, payable bi-monthly or on the termination of employment.
32. Employees who have worked less than one full employment year will be entitled to vacation time on a pro-rated basis.
33. Employees are entitled to the paid public holidays recognized by the Yukon's *Employment Standards Act*.
34. An Employee is eligible for paid public holidays if the Employee has worked for the WCCSC for at least thirty (30) working days in the year before the holiday, worked his or her last scheduled day of work before the holiday, and worked the first scheduled work day after the holiday.

Sick Leave and Other Leave

35. At the discretion of the President, a doctor's letter may be required to substantiate the need for sick leave. Sick leave may be taken to care for a sick family member. Sick leave will not be granted as vacation leave or to extend vacation leave.
36. Excessive absenteeism affects an Employee's ability to maintain quality/quantity standards of work. The WCCSC reserves the right to deduct from the Employee's salary any sick leave taken in excess of ten (10) working days per fiscal year.
37. Employees will periodically be required to schedule medical appointments. All Employees are required to schedule appointments where possible which least effects the amount of lost time. Contract Workers are required, where possible, to schedule appointments outside of their scheduled hours of work.
38. Bereavement leave, maternity leave, and parental leave and other legislated leaves will be in accordance with the Yukon's *Employment Standards Act*.
39. Employees required to serve on a Jury or as a Crown Witness are entitled to leave without pay.
40. Leaves of absence must be approved in writing. Extending approved leaves of absence without notification to the WCCSC may result in termination of the Employee.

Salary and Benefits

41. This section endeavours to incorporate current benefits as offered by the WCCSC's Insurance Plan (if any). If any of the following sections do not comply with the benefits as offered by the WCCSC's Insurance Plan, the benefits offered by the WCCSC's Insurance Plan shall be substituted instead. This section does not apply to Contract Workers

Salary

42. The salary of each Employee will consist of a base salary.
43. Salary will be paid bi-monthly, on the 15th and last day of each month, unless payday falls on weekends or statutory holidays, in which case the payday will be moved to the last working day before the holiday.
44. Salary shall be subject to benefit deductions, statutory deductions, and withholdings for Canadian Pension and Employment Insurance.
45. Payment will be made either by cheque or by direct payment to the Employee's or Contract Worker's bank account. Payment covers the pay period up to and including payday. If an Employee takes his or her vacation during a payday, he or she may request an advance of the bi-monthly pay to be received on the payday preceding the vacation. To receive an advance in this manner, the supervisor must inform the bookkeeper six (6) working days before the payday when the advance is to be made.

46. Daily salary for Employees will be calculated by dividing the Employee's annual salary by the number of days worked per year (approximately 261 days). Hourly salary for Employees will be calculated by dividing the number of hours worked in a day.
47. Starting salaries and salary increases will be reviewed and approved by the Board of Directors, on recommendation of the Human Resources Committee. In carrying out this review, the Board of Directors will have regard to salaries paid for comparable positions in comparable organizations.

RRSP Contributions

48. Employees with permanent positions will receive matching RRSP contributions at a rate of up to 4% of their annual salary.

Benefits

49. Employees with permanent positions working twenty-one (21) hours per week or more are eligible for health benefits as defined in their *Employment Agreement* after three continuous months of employment with WCCSC. Under certain circumstances, the waiting period may be waived upon special request to the Insurer.
50. The WCCSC will pay for half of the premiums of an Employee's approved health benefits up to a maximum of \$2000 annually.
51. Term Employees and Contract Workers are not entitled to health benefits.
52. Health benefits coverage will cease upon the Employee's termination. An Employee may convert such health benefits coverage upon termination by purchasing coverage from the policy holder on an individual basis.

Pregnancy/Parental Leave

53. Employees on pregnancy/parental leave may choose whether or not they want to maintain their benefits but, if they choose to do so, they must maintain all benefits for the full leave period. If an Employee chooses not to maintain coverage during their pregnancy/parental leave, the WCCSC must receive such a request in writing.

Expense Compensation

54. Employees will be compensated for any costs and expenses incurred while traveling on WCCSC business, or while performing duties in accordance with their job description, pursuant to terms outlined by their *Employment Agreement* and the WCCSC's *Financial Policy*. Travel outside of Whitehorse must be pre-approved by the Board of Directors.

Professional Development

55. The WCCSC will budget for staff training and development according to the resources available each year. Employees should consult with the Human Resources Committee, through the President, to identify suitable professional development opportunities. At the discretion of the Human Resources Committee and based upon a written request from an Employee, the WCCSC may cover all or part of the Employee's costs to participate in educational courses, seminars, workshops, or other professional development activities.

56. The WCCSC will support individual educational activities that:
- a) Have immediate application to the employee's job;
 - b) Have future application to the employee's job; and
 - c) Have no immediate application to the employee's job but prepares the employee to assume additional duties or acquire qualifications for advancement within WCCSC.

Other Employment

57. Employees or Contract Workers may accept outside employment provided the employment does not diminish the Employee or Contract Worker's ability to perform work for WCCSC, the employment does not represent a conflict with WCCSC, and the President is notified in advance of the Employee's intention to accept outside employment and the Human Resources Committee gives written approval.

Personal Belongings

58. The WCCSC assumes neither responsibility nor liability for any personal or office articles lost or stolen, regardless of circumstances. At the WCCSC's office, purses, wallets, and other valuable personal belongings should be placed in a locked drawer or cabinet at all times.

Conduct and Discipline

59. Employees and Contract Workers will comply with this Policy, the terms of their *Employment Agreement*, and all other WCCSC Executive Limitations and Policies.
60. WCCSC's Employees and Contract Workers may be subject to disciplinary action should their conduct so warrant. Disciplinary action will be progressive and may include a verbal reprimand, a letter of reprimand, suspension or dismissal. Disciplinary action will be determined by the Board of Directors on recommendation of the Human Resources Committee and will be communicated to the Employee or Contract Worker by the President, either orally or in writing.

Unsatisfactory Work Performance or Work-Related Behaviour

61. Unsatisfactory work performance or work-related behaviour is the failure or refusal to carry out job responsibilities or failure to follow the WCCSC's rules or policies. The Human Resources Committee, through the President, will inform an Employee or Contract Worker of acts or omissions which are symptomatic of unsatisfactory work performance or work-related behaviour and of the applicable discipline if either is not corrected.
62. In a case of gross misconduct, immediate disciplinary action up to and including termination may be applied. During the investigation of alleged gross misconduct, an Employee may be placed on leave without pay.
63. Gross misconduct includes the following:
- a) Theft or dishonesty
 - b) Gross insubordination
 - c) Wilful destruction of club property
 - d) Falsification of records
 - e) Acts of moral turpitude

- f) Reporting for duty under the influence of intoxicants
- g) Illegal use, manufacturing, possessing, distributing, purchasing and dispensing of controlled substances, cannabis or alcohol
- h) Disorderly conduct
- i) Provoking a fight
- j) Other similar acts involving intolerable behaviour by an employee

64. When disciplining an Employee, the WCCSC will consider the nature of the unsatisfactory work performance or work-related behaviour, the past record of the Employee or Contract Worker and appropriate penalties. Therefore, as a general rule, disciplinary action for unsatisfactory work performance or work-related behaviour will begin with an oral or written warning and may be followed by additional written warnings. Written warnings will be presented to the Employee or Contract Worker and will describe the unsatisfactory work performance or work-related behaviour and the necessary corrective action to be taken. If an Employee or Contract Worker fails to attain a satisfactory level of work performance or work-related behaviour despite such warning, disciplinary action up to and including termination of employment or contract may be implemented. Copies of all written warnings and other disciplinary actions will be placed in the Employee or Contract Worker's personnel file.

Termination

65. No notice, or pay in lieu of notice, is required by either the WCCSC, the Employee or Contract Worker to terminate the employment relationship during the first six (6) month probationary period.

66. Employees or Contract Workers will provide notice of their intention to leave their employment with the WCCSC in accordance with the Yukon's *Employment Standards Act*.

67. The WCCSC may terminate the employment of any Employee for cause at any time, without notice or pay in lieu of notice, for any of the following reasons:

- a) Wilful misconduct which is detrimental to the WCCSC
- b) Failure to adhere to policies of the WCCSC
- c) Gross failure to perform his or her employment duties
- d) Theft and criminal behaviour
- e) Unauthorized release of confidential information
- f) Destruction of the WCCSC's property
- g) Insubordination
- h) Recurring absence without notice
- i) Dishonesty
- j) Fighting or provoking a fight on WCCSC premises
- k) Actions that bring the WCCSC into disrepute
- l) Working for another employer while on leave of absence without written consent of the WCCSC
- m) Possession, use, sale, purchase, or distribution on the WCCSC's property of any illegal drugs or illegally possessed drugs
- n) Reporting to work after having ingested illegal drugs or illegally possessed drugs, in a condition that adversely affects the employee's ability to safely and effectively perform his or her job or which would imperil the safety of others
- o) Other reasons as determined by the WCCSC's Board or outlined in the *Employment Agreement*

68. The WCCSC will provide Employees notice, or pay in lieu of notice, of their intention to terminate the Employee's employment with the WCCSC without cause in accordance with the Yukon's *Employment Standards Act*, unless otherwise agreed in the Employee's *Employment Agreement*.
69. The Board will have authority for termination of all Employees.

Grievance Procedure

70. An Employee or Contract Worker who is dissatisfied with any procedures or treatment should first take the matter up with his or her supervisor. If the matter is not resolved at this level, the Employee or Contract Worker may contact the Human Resources Committee, through the President. If the problem is between the Employee and the President, the Employee can take the matter up with the Human Resources Committee.
71. Employees may not advocate personal issues with any individual member of the Board or Human Resources Committee without the consent of the President; unless the personal issues are directly connected to the conduct or behaviour of the President.

Screening Policy

WCCSC Screening Policy

Policy Type:

HR Policy

Amended: July 7, 2021

Definitions

1. The following terms have these meanings in this Policy:
 - a) *“Criminal Record Check (CRC)”* – A search of the RCMP Canadian Police Information Centre (CPIC) system for adult convictions
 - b) *“Local Police Information (LPI)”* – additional conviction and selected non-conviction information in national and local police data sources which may be relevant to the position sought
 - c) *“Enhanced Police Information Check (E-PIC)”* – a Criminal Record Check plus a search of local police information, available from SterlingBackcheck
 - d) *“Vulnerable Sector Check (VSC)”* – a detailed check that includes a search of the RCMP Canadian Police Information Centre (CPIC) system, local police information, and the Pardoned Sex Offender database
 - e) *“Vulnerable Individuals”* – A person under the age of 18 years old and/or a person who, because of age, disability or other circumstance, is in a position of dependence on others or is otherwise at a greater risk than the general population of being harmed by people in positions of trust or authority

Preamble

2. The WCCSC understands that screening personnel and volunteers is a vital part of providing a safe sporting environment and has become a common practice among sport organizations that provide programs and services to the community.

Application of this Policy

3. This Policy applies to all individuals whose position with the WCCSC is one of trust or authority which may relate to, at a minimum, finances, supervision, or Vulnerable Individuals.
4. Not all individuals associated with the WCCSC will be required to obtain a criminal record check or submit screening documents because not all positions pose a risk of harm to the WCCSC or to its participants. The WCCSC will determine which individuals will be subject to screening using the following guidelines (the WCCSC may vary the guidelines at its discretion):

Level 1 – Low Risk - Individuals involved in low risk assignments who are not in a supervisory role, not directing others, not involved with finances, and/or do not have unsupervised access to Vulnerable Individuals. Examples:

- a) Parents, youth, or volunteers who are helping out on a non-regular or informal basis

Level 2 – Medium Risk – Individuals involved in medium risk assignments who may be in a supervisory role, may direct others, may be involved with finances, and/or who may have limited access to Vulnerable Individuals. Examples:

- a) Athlete support personnel

- b) Non-coach employees or managers
- c) Directors, Managers and Assistant Managers
- d) Coaches who are typically under the supervision of another coach

Level 3 – High Risk – Individuals involved in high risk assignments who occupy positions of trust and/or authority, have a supervisory role, direct others, are involved with finances, and who have frequent or unsupervised access to Vulnerable Individuals. Examples:

- a) Full time coaches
- b) Coaches who travel with athletes
- c) Coaches who could be alone with athletes

Screening of Applications

5. The implementation of this policy is the responsibility of the WCCSC’s Human Resources Committee. The WCCSC will ensure that the members appointed to the Human Resources Committee possess the requisite skills, knowledge and abilities to accurately screen documents and render decisions under this Policy.
6. Human Resources Committee will carry out its duties in accordance with the terms of this policy, independent of the Board.
7. The Human Resources Committee is responsible for reviewing all documents submitted and, based on the review, making decisions regarding the appropriateness of individuals filling positions within the WCCSC. In carrying out its duties, the WCCSC may consult with independent experts including lawyers, police, risk management consultants, volunteer screening specialists, or any other person.

Screening Requirements

8. It is the WCCSC’s policy that when an individual is first engaged by the WCCSC:
 - a) Level 1 individuals will:
 - i. Complete an Application Form (**Appendix A**)
 - ii. Complete a Screening Disclosure Form (**Appendix B**)
 - iii. Participate in training, orientation, and monitoring as determined by the WCCSC
 - b) Level 2 individuals will:
 - i. Complete an Application Form
 - ii. Complete a Screening Disclosure Form
 - iii. Complete and provide an E-PIC
 - iv. Provide one letter of reference related to the position
 - v. Participate in training, orientation, and monitoring as determined by the WCCSC
 - vi. Provide a driver’s abstract, if requested
 - c) Level 3 individuals will:
 - i. Complete an Application Form
 - ii. Complete a Screening Disclosure Form
 - iii. Complete and provide an E-PIC and a VSC
 - iv. Provide one letter of reference related to the position
 - v. Participate in training, orientation, and monitoring as determined by the WCCSC
 - vi. Provide a driver’s abstract, if requested
 - d) If an individual subsequently receives a charge, conviction for, or is found guilty of an

offense they will report this circumstance immediately to the WCCSC. Additionally, the individual will inform the WCCSC of any changes in their circumstance that would alter their original responses in their Screening Disclosure Form.

- e) If the WCCSC learns that an individual has provided false, inaccurate, or misleading information, the individual will immediately be removed from their position and may be subject to further discipline in accordance with the WCCSC's *Discipline and Complaints Policy*.

Young People

- 9. The WCCSC defines a young person as someone who is younger than 18 years old. When screening young people, the WCCSC will:
 - a) Not require the young person to obtain a VSC or E-PIC; and
 - b) In lieu of obtaining a VSC or E-PIC, may require the young person to submit up to two (2) additional letters of reference.
- 10. Notwithstanding the above, the WCCSC may ask a young person to obtain a VSC or E-PIC if the WCCSC suspects the young person has an adult conviction and therefore has a *criminal record*. In these circumstances, the WCCSC will be clear in its request that it is not asking for the young person's *youth record*. The WCCSC understands that it may not request to see a young person's youth record.

Renewal

- 11. Unless the Human Resources Committee determines, on a case-by-case basis, to modify the submission requirements, individuals who are required to submit an E-PIC, Screening Disclosure Form, VSC, or Screening Renewal Form, are required to submit the documents as follows:
 - a) An E-PIC every three years
 - b) A Screening Disclosure Form every three years
 - c) A Screening Renewal Form (**Appendix C**) every year
 - d) A Vulnerable Sector Check once
- 12. The Human Resources Committee may request that an individual provide any of the above documents at any time. Such request will be in writing and reasons will be provided for the request.

Orientation, Training, and Monitoring

- 13. The type and amount of orientation, training, and monitoring will be based on the individual's level of risk, at the WCCSC's discretion.
- 14. Orientation may include, but is not limited to: introductory presentations, facility tours, equipment demonstrations, parent/athlete meetings, meetings with colleagues and supervisors, orientation manuals, orientation sessions, and increased supervision during initial tasks or initial period of engagement.
- 15. Training may include, but is not limited to: certification courses, online learning, mentoring, workshop sessions, webinars, on-site demonstrations, and peer feedback.
- 16. At the conclusion of orientation and training, the individual will be required to acknowledge, in written form, that they have received and completed the orientation and training.

17. Monitoring may include but is not limited to: written or oral reports, observations, tracking, electronic surveillance (e.g., facility security cameras), and site visits.

How to Obtain an E-PIC or VSC

18. An E-PIC may be obtained online via <http://www.backcheck.net/e-pic.htm>

OR

19. The Organization has joined the Coaching Association of Canada's Responsible Coaching Movement and therefore has access to the E-PIC at a discounted rate. Individuals can obtain an E-PIC via https://www.sterlingtalentsolutions.ca/landing-pages/c/cac_ace/
20. Individuals may only obtain a VSC by visiting an RCMP office or police station, submitting two pieces of government-issued identification (one of which must have a photo), and completing any required paperwork. Fees may also be required.
21. Fingerprinting may be required if there is a positive match with the individual's gender and birth date.
22. The WCCSC understands that it may be required to assist an individual with obtaining a VSC. The WCCSC may need to submit a Request for VSC (**Appendix D**) or complete other documentation describing the nature of the organization and the individual's role with vulnerable individuals.

Procedure

23. Screening documents must be submitted to the Club Manager and Chair of the Human Resources Committee (normally the President).
24. An individual who refuses or fails to provide the necessary screening documents will be ineligible to volunteer or apply for the position sought. The individual will be informed that their application and/or position will not proceed until such time as the screening documents are submitted.
25. The WCCSC understands that there may be delays in receiving the results of an E-PIC or a VSC. At its discretion, the WCCSC may permit the individual to participate in the role during the delay. The WCCSC may withdraw this permission at any time and for any reason.
26. The WCCSC recognizes that different information will be available depending on the type of screening document that the individual has submitted. For example, an E-PIC may show details of a specific offense, or not, and/or a VSC may be returned with specific information or simply a notification indicating 'cleared' or 'not cleared'. The Human Resources Committee will use its expertise and discretion when making decisions based on the screening documents that have been submitted.
27. Following the review of the screening documents, the Human Resources Committee will decide:
 - a) The individual has passed screening and may participate in the desired position;
 - b) The individual has passed screening and may participate in the desired position with conditions;
 - c) The individual has not passed screening and may not participate in the desired position; or
 - d) More information is required from the individual.

28. In making its decision, the Human Resources Committee will consider the type of offense, date of offense, and relevance of the offense to the position sought.
29. The Human Resources Committee must decide that an individual has not passed screening if the screening documentation reveals any of the following:
- a) If imposed in the last three years:
 - i. Any offense involving the use of a motor vehicle, including but not limited to impaired driving
 - ii. Any offense for trafficking and/or possession of drugs and/or narcotics
 - iii. Any offense involving conduct against public morals
 - b) If imposed in the last ten years:
 - i. Any crime of violence including but not limited to, all forms of assault
 - ii. Any offense involving a minor or minors
 - c) If imposed at any time:
 - i. An individual's conviction for any of the following *Criminal Code* offenses:
 - a. Any offense of physical or psychological violence
 - b. Any crime of violence including but not limited to, all forms of assault
 - c. Any offense involving trafficking of illegal drugs
 - d. Any offense involving the possession, distribution, or sale of any child-related pornography
 - e. Any sexual offense
 - f. Any offense involving theft or fraud

Conditions and Monitoring

30. Excluding the incidents above which, if revealed, would cause the individual to not pass screening, the Human Resources Committee may determine that incidents revealed on an individual's screening documents may allow the individual to pass the screening process and participate in a desired position with *conditions* imposed. The Human Resources Committee may apply and remove conditions at its discretion and will determine the means by which adherence to conditions may be monitored.

Records

31. All records will be maintained in a confidential manner and will not be disclosed to others except as required by law, or for use in legal, quasi-legal, or disciplinary proceedings.
32. The records kept by the WCCSC as part of the screening process include but are not limited to:
- a) An individual's Vulnerable Sector Check
 - b) An individual's E-PIC (for a period of three years)
 - c) An individual's Screening Disclosure Form (for a period of three years)
 - d) An individual's Screening Renewal Form (for a period of one year)
 - e) Records of any conditions attached to an individual's registration by the Human Resources Committee
 - f) Records of any discipline applied to any individual by the WCCSC or by another sport organization

Appendix A – Application Form

Note: Individuals who are applying to volunteer or work within certain positions with the WCCSC must complete this Application Form. Individuals need to complete an Application Form once for the position sought. If the individual is applying for a new position within the WCCSC, a new Application Form must be submitted.

NAME:

First	Middle	Last
-------	--------	------

CURRENT PERMANENT ADDRESS:

Street	City	Province	Postal
--------	------	----------	--------

DATE OF BIRTH: _____ **GENDER IDENTITY:** _____
Month/Day/Year

EMAIL: _____ **PHONE:** _____

POSITION SOUGHT: _____

By signing this document below, I agree to adhere to the WCCSC's policies and procedures, including but not limited to the *Code of Conduct and Ethics, Conflict of Interest Policy, Privacy Policy, and Screening Policy.*

I recognize that I must pass certain screening requirements depending on the position sought, as outlined in the *Screening Policy*, and that the Human Resources Committee will determine my eligibility to volunteer or work in the position.

NAME (print): _____ **DATE:** _____

SIGNATURE: _____

Appendix B – Screening Disclosure Form

NAME:

First Middle Last

OTHER NAMES YOU HAVE USED: _____

CURRENT PERMANENT ADDRESS:

Street City Province Postal

DATE OF BIRTH: _____ **GENDER IDENTITY:** _____

Month/Day/Year

CLUB (if applicable): _____ **EMAIL:** _____

Note: Failure to disclose truthful information below may be considered an intentional omission and the loss of volunteer responsibilities or other privileges

1. **Do you have a criminal record? If so, please complete the following information for each conviction. Attach additional pages as necessary.**

Name or Type of Offense: _____

Name and Jurisdiction of Court/Tribunal: _____

Year Convicted: _____

Penalty or Punishment Imposed: _____

Further Explanation: _____

2. **Have you ever been disciplined or sanctioned by a sport governing body or by an independent body (e.g., private tribunal, government agency, etc.) or dismissed from a coaching or volunteer position? If so, please complete the following information for each disciplinary action or sanction. Attach additional pages as necessary.**

Name of disciplining or sanctioning body: _____

Date of discipline, sanction or dismissal: _____

Reasons for discipline, sanction or dismissal: _____

Penalty or Punishment Imposed: _____

Further Explanation: _____

3. **Are criminal charges or any other sanctions, including those from a sport body, private tribunal or government agency, currently pending or threatened against you? If so, please complete the following information for each pending charge or sanction. Attach additional pages as necessary.**

Name or Type of Offense: _____

Name and Jurisdiction of Court/Tribunal: _____

Name of disciplining or sanctioning body: _____

Further Explanation: _____

PRIVACY STATEMENT

By completing and submitting this Screening Disclosure Form, I consent and authorize the WCCSC to collect, use and disclose my personal information, including all information provided on the Screening Disclosure Form as well as my Enhanced Police Information Check and/or Vulnerable Sector Check (when permitted by law) for the purposes of screening, implementation of the WCCSC's *Screening Policy*, administering membership services, and communicating with National Sport Organizations, Provincial Sport Organizations, Sport Clubs, and other organizations involved in the governance of sport. The WCCSC does not distribute personal information for commercial purposes.

CERTIFICATION

I hereby certify that the information contained in this Screening Disclosure Form is accurate, correct, truthful and complete.

I further certify that I will immediately inform the WCCSC of any changes in circumstances that would alter my original responses to this Screening Disclosure Form. Failure to do so may result in the withdrawal of volunteer responsibilities or other privileges and/or disciplinary action.

NAME (print): _____

DATE: _____

SIGNATURE: _____

Appendix C – Screening Renewal Form

NAME:

First Middle Last

CURRENT PERMANENT ADDRESS:

Street City Province Postal

DATE OF BIRTH: _____ **GENDER IDENTITY:** _____

Month/Day/Year

EMAIL: _____ **PHONE:** _____

By signing this document below, I certify that there have been no changes to my criminal record since I last submitted an Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form to the WCCSC. I further certify that there are no outstanding charges and warrants, judicial orders, peace bonds, probation or prohibition orders, or applicable non-conviction information, and there have been no absolute and conditional discharges.

I agree that any Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form that I would obtain or submit on the date indicated below would be no different than the last Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form that I submitted to the WCCSC. I understand that if there have been any changes, or if I suspect that there have been any changes, it is my responsibility to obtain and submit a new Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form to the WCCSC's Human Resources Committee instead of this form.

I recognize that if there have been changes to the results available from the Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form, and that if I submit this form improperly, then I am subject to disciplinary action and/or the removal of volunteer responsibilities or other privileges at the discretion of the Human Resources Committee.

NAME (print): _____ **DATE:** _____

SIGNATURE: _____

Appendix D – Request for Vulnerable Sector Check

Note: The WCCSC will be required to modify this letter to adhere to any requirements from the VSC provider

INTRODUCTION

The WCCSC is requesting a Vulnerable Sector Check for _____ [insert individual's full name] who identifies as a _____ [insert gender identity] and who was born on _____ [insert birthdate].

DESCRIPTION OF ORGANIZATION

The WCCSC is a not-for-profit local organization for the sport of cross-country skiing located in Whitehorse, Yukon.

[Insert additional description]

DESCRIPTION OF ROLE

_____ [insert individual's name] will be acting as a _____ [insert individual's role]. In this role, the individual will have access to vulnerable individuals.

[Insert additional information re: type and number of vulnerable individuals, frequency of access, etc.]

CONTACT INFORMATION

If more information is required from the WCCSC, please contact the Human Resources Committee Chair:

[Insert information for Human Resources Committee Chair]

Signed: _____ Date: _____