

THE CONCESSION STREET BUSINESS IMPROVEMENT AREA

RECRUITMENT AND HIRING POLICY

APPROVED BY THE BOARD OF MANAGEMENT

DATE: JULY 2023

TABLE OF CONTENTS

A. Recruitment and Selection Policy	Page 3
B. Anti Nepotism Policy	Page 7
C. Reference Consent Form	Page 12
D. Conducting Reference Checks	Page 14
E. Draft Offer Letter	Page 18

<i>Recruitment and Selection Policy</i>	
POLICY STATEMENT	The Concession Street Business Improvement Area (the “BIA”) is committed to transparent and merit-based selection in all of its hiring decisions. All applicants are given an equal opportunity for employment in compliance with the provisions in the <i>Ontario Human Rights Code</i> , the <i>Accessibility for Ontarians with Disabilities Act (AODA)</i> and any other applicable legislation.
PURPOSE	The purpose of this Policy is to set a consistent and equitable standard for the recruitment and selection of employees at the BIA. Effective recruitment, selection and promotion practices optimize the efficiency of human resources, and maximize the number of promotion and career development opportunities for existing employees.
SCOPE	This Policy applies to all BIA employees including but not limited to temporary and contract employees.
DEFINITIONS	
Internal Candidate	Applicants who are BIA Members, employees of BIA Members or current Board of Management employees.
External Candidate	All other applicants.
Conflict of Interest	A situation in which a member of the Selection Committee has a Conflict of Interest in participating in the hiring decision (e.g., they have a significant social or familial relationship with the applicant); or the Internal Candidate, or External Candidate has a Conflict of Interest in applying for a position that may compete with the interests of the BIA. Such competing interests can make it difficult to fulfill their duties impartially. <u>Refer to the <i>Code of Conduct Policy</i> for more details.</u>
PRINCIPLES	The following principles apply to this Policy: <ol style="list-style-type: none"> 1. Merit – all selections, appointments, and promotions shall be based on considerations of merit, and ability to perform effectively in a position. Hiring decisions will be free of nepotism in accordance with the BIA’s <u><i>Anti-Nepotism Policy</i></u>. 2. Objectivity – selection criteria shall be developed in an objective and non-discriminatory manner and must be based on bona fide job-related requirements.

	<ol style="list-style-type: none"> 3. Consistency – selection systems and procedures will ensure that all candidates are treated in a fair and consistent manner. 4. Equal Opportunity - All BIA recruitment practices and procedures must comply with the <i>Ontario Human Rights Code</i>. All Internal Candidates and External Candidates receive equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, gender identity, gender expression, record of offences, marital status, family status or disability. 5. Accessibility - All BIA recruitment practices and procedures must comply with the AODA requirements for developing, implementing and enforcing accessibility standards for Internal Candidates and External Candidates who may have a disability. This includes identifying and removing any barriers that may exist for persons with disabilities to apply for BIA positions; and if qualified, to participate in the interview process. 6. Accommodation – The BIA is committed to the removal of barriers within the workplace and will consider the accommodation needs of employees and applicants based on the human rights protected grounds. The BIA will provide accommodation, where required, up to the point of Undue Hardship.
<p>TERMS & CONDITIONS</p>	<ol style="list-style-type: none"> 1. All Internal Candidates whose performance is in good standing are eligible to apply for posted positions. 2. Short-term positions or vacancies that are six months or less may be filled without a competitive process. 3. External Candidates who were previous employees may apply where there were no performance issues. 4. Candidates must meet the position qualifications to apply. 5. If an Internal Candidate and External Candidate are both determined to equally meet all the selection criteria, preference for the selected position shall be

<p>Candidate</p>	<ul style="list-style-type: none"> ● Safeguard the privacy and confidentiality of candidate information. ● Complete the reference checking once consent from a candidate is received. ● Carefully read the position’s posted requirements and only apply if you have the requisite knowledge, skills, abilities and experience. ● Complete the application process to meet the posted closing date, and accurately and fully disclose all related information to allow for an objective determination of knowledge skills and experience. ● Disclose any potential Conflict of Interests at the beginning of the selection process and do not apply for roles where the manager is a family member. ● Satisfy all employment conditions and provide proof of the qualifications identified on the posting if requested. ● Correspond and consult with the designated BIA contact, to disclose and request accommodation for any disability as required. ● Safeguard and keep confidential any BIA related information disclosed during the recruitment process.
<p>COMPLIANCE</p>	<p>Any attempt to improperly influence a recruitment or selection decision will be reviewed by the Board of Management and, if verified, result in appropriate disciplinary action.</p> <p>Failure to comply with this Policy and its associated procedures may result in appropriate disciplinary measures up to and including dismissal.</p> <p>Candidates who do not comply with responsibilities listed above may be disqualified from the selection process.</p>
<p>RELATED DOCUMENTS</p>	<ol style="list-style-type: none"> 1. BIA Code of Conduct 2. Anti-Nepotism Policy 3. Accessibility for Ontarians with Disabilities Act (AODA) 4. Ontario Human Rights Code

Anti-Nepotism Policy	
PURPOSE	<p>The Concession Street Business Improvement Area (the “BIA”) makes all hiring and employment related decisions based on transparency, equitable opportunity, and an overall emphasis on merit. This Policy aims to eliminate the influence of nepotism in BIA hiring and employment related decisions to maintain confidence in the integrity of the BIA’s hiring and employment practices.</p> <p>The purpose of this Policy is to ensure that employment related decisions concerning existing or potential BIA employees are free from any real or perceived improper influence based on family or significant social relationships.</p>
DEFINITIONS Conflict of Interest Direct Reporting Relationship Director	<p>A Conflict of Interest is a situation in which an employee has personal or private interests that may compete with the interests of the BIA. Such competing interests can make it difficult to fulfill the employee’s duties impartially. A Conflict of Interest can create an appearance of impropriety or a perception of bias that can undermine confidence in the person and in the BIA generally. A conflict exists even if no unethical or improper act results from it. A Conflict of Interest can either be an apparent conflict or a real conflict.</p> <p>Apparent Conflict: exists where an informed and reasonable person reviewing the matter and having thought the matter through could conclude that a Conflict of Interest exists.</p> <p>Real Conflict: exists where a personal interest exists and that interest:</p> <ol style="list-style-type: none"> 1. is known to the employee; and 2. has a connection to the employee’s duties that is sufficient to influence the exercise of those duties. <p>Involves a reporting relationship where an individual or group of individuals has the authority to direct and control the activities and work assignments of an employee; review or approve performance reviews, wage and salary adjustments; and administer disciplinary action and recommend or approve the hiring or firing of an employee.</p> <p>Means a Director on the BIA Board of Management</p>

<p>Family Member</p>	<p>Includes the following family relationships:</p> <ul style="list-style-type: none"> ● spouse (includes married and common-law of the same or opposite sex) ● mother, father, or legal guardian (foster or step) ● son, daughter (foster or step) ● sister, brother, step-sister, step-brother ● aunt, uncle, niece and nephew ● mother-in-law, father-in-law, sister-in-law, brother-in-law, ● son-in-law or daughter-in-law ● grandchild, grandparent, step-grandparent, step-grandchild ● child, mother or father in a relationship where the role of parent has been assumed
<p>Indirect Reporting Relationship</p>	<p>Exists between the employee and the second-removed manager.</p>
<p>Nepotism</p>	<p>Favouritism granted to a family member or individual with whom there is a significant social relationship, usually in the form of hiring practices or other employment decisions without regard or with lesser regard to the individual's merit, qualifications or performance.</p>
<p>Significant Social Relationship</p>	<p>An emotional association, personal relationship or strong friendship that is not defined by blood or legal bonds, e.g., god-child.</p>
<p>PRINCIPLES</p>	<ol style="list-style-type: none"> 1. The BIA is committed to eliminating nepotism in any employment related decisions to preserve employee morale; to provide the highest quality service possible to the businesses the BIA serves; and to ensure equitable opportunities, and real and perceived integrity in the recruitment process. 2. This Policy abides by the Recruitment and Selection Policy.
<p>TERMS AND CONDITIONS</p>	<ol style="list-style-type: none"> 1. This Policy is in accordance with the Ontario <i>Human Rights Code</i>. S. 24 (1) (d) of the <i>Code</i> states that the right under section 5 to equal treatment with respect to employment is not infringed where an employer grants or withholds employment or advancement in employment to a person who is the spouse, child or parent of the employer or an employee. 2. The hiring process promotes equitable opportunity, and candidates are selected and employment decisions made in accordance with the BIA's

	<p>Recruitment and Selection Policy and procedures, Code of Conduct, as well as any other applicable BIA policies.</p> <ol style="list-style-type: none">3. No employee or Director shall misuse their authority to influence or make an employment related decision. Employment related decisions where a benefit may be gained or authority may be misused include but are not limited to the following:<ul style="list-style-type: none">● the approval/denial of compensation increases;● hire, transfer, promotion, demotion decisions;● performance rating, discipline or termination;● the assignment and approval of overtime;● the assignment or direction of work assignments;● approval of leaves of absences;● the negotiation of salary level.4. No employee or Director shall attempt to improperly influence a recruitment or selection decision to benefit a family member or an individual with whom they have a significant social relationship5. All job applicants will be requested to disclose the names of any spouse, child or parent who is a current employee or Director. Job applicants will be asked whether they are aware of any family or significant social relationship with an individual who currently works as an employee, acts as a Director or is a BIA Member by disclosing a “yes” or “no” response. With the exception of a spouse, child, or parent relationship with a current employee or Director, applicants will not be requested to provide the names of any other family member or individuals with whom they have a significant social relationship, in accordance with the Ontario <i>Human Rights Code</i>.6. A spouse, child or parent of a current employee or Director shall not be considered for employment, or changes in employment, if placement would create a direct or indirect reporting relationship with the above-mentioned family members.7. No employee or Director shall be in a direct or indirect reporting relationship; or be placed in a position of influence over an employed family
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	<p>member or individual with whom they have a significant social relationship.</p> <p>8. Employees who become involved in a spousal relationship, significant social relationship, or who otherwise become related with another employee or a Director over the course of their employment may continue as employees if no direct reporting or indirect reporting relationship exists between such employees and another employee or a Director.. If there is a direct or indirect reporting relationship, the BIA Board of Management will make a decision as to appropriate next steps.</p> <p>9. Subject to item 6 of the Terms and Conditions, family members of employees, Directors or BIA Members and individuals who significant social relationships with employees, Directors or BIA Members will be considered for employment or advancement provided they:</p> <ul style="list-style-type: none"> ● have made application in accordance with established procedure; ● have been considered in accordance with established procedure; ● possess the necessary qualifications; and ● are considered to be the most suitable candidate.
<p>RESPONSIBILITIES</p> <p>Employee</p> <p>Manager (employee or Board of Management)</p>	<ul style="list-style-type: none"> ● Immediately notify their manager, whether that is another employee or the BIA Board of Management, in writing of any Conflict of Interest. This includes the existence or formation of a direct or indirect reporting relationship with a family member or an individual with whom there is a significant social relationship. ● Do not knowingly place employees in positions where their duties could create a Conflict of Interest with a family member or an individual with whom there is a significant social relationship. ● Where a Conflict of Interest exists and the manager is an employee, notify the Board of Management, which shall determine whether the employee has breached or may potentially become in breach of this Policy.

	<ul style="list-style-type: none"> ● If a real or apparent conflict exists, and it is duly reported, such that the employee is or may be or may become in breach of the Policy, instruct the employee, in writing, to withdraw from participation in any dealings or decision-making processes relative to the issue at hand. If the employee has knowingly or willfully breached the Policy, determine the appropriate disciplinary measure, in consultation with the Board of Management, if the manager is an employee ● Provide consultation as requested by employees on this Policy and specific situations involving a Conflict of Interest.
COMPLIANCE	Every employee and Director are expected to be aware of and act in compliance with this Policy. Violations of this Policy may result in appropriate disciplinary measures, up to and including dismissal.
RELATED DOCUMENTS	<ol style="list-style-type: none"> 5. BIA Code of Conduct 6. Recruitment and Selection Policy 7. Ontario Human Rights Code, 1990 8. Accessibility for Ontarians with Disabilities Act, 2005

Reference Consent Form

Please Print:

Candidate's Full Name: _____

Position: _____

As part of the assessment process, we ask that you complete this reference consent form that authorizes the Concession Street Business Improvement Area (BIA) to contact the references you list as part of the final stage of our selection process. Please note that the BIA may use an external agency to conduct reference checks. That agency must keep all information confidential as between the agency and the BIA's authorized representatives

Please provide at least three employment and/or professional references. **Please note that at least one of the references must be someone you *have reported to within the last three years*. Personal references are not acceptable.**

Current Organization/Employer: _____

Name of Contact Person: _____

Telephone Number: _____

Email of Contact Person: _____

Relationship to Contact Person: _____

Title of Contact Person: _____

Current Organization/Employer: _____

Name of Contact Person: _____

Telephone Number: _____

Email of Contact Person: _____

Relationship to Contact Person: _____

Title of Contact Person: _____

Current Organization/Employer: _____

Name of Contact Person: _____

Telephone Number: _____

Email of Contact Person: _____

Relationship to Contact Person: _____

Title of Contact Person: _____

The BIA's *Anti Nepotism Policy* prohibits any employee from being placed in a direct or indirect reporting relationship with a family member or an individual with whom they have a significant social relationship.

Are you aware of any family or individual with whom you have a significant social relationship currently working as a BIA employee or a member of the BIA Board of Management?

Yes _____ No _____

Please indicate the name of any spouse, child, or parent currently employed at the Concession Street BIA or serving as a member of the BIA Board of Management:

I authorize the BIA, or its agent, to contact the aforementioned person(s) and/or organization(s) for the purpose of obtaining an employment related reference. By signing, I acknowledge full understanding of this Reference Consent Form's content and meaning.

Candidate Signature: _____

Date: _____

<i>Conducting Reference Checks Procedure</i>	
PURPOSE	<p>The Concession Street Business Improvement Area (“the BIA”) recognizes the importance of reference checks as a means of substantiating information obtained from the Candidate’s application, resume and the interview; and collecting and clarifying any other position related information.</p> <p>This Procedure outlines how the BIA conducts reference checks, which is an important step in the recruitment and selection process to make the best hire decision possible.</p>
SCOPE	This Procedure applies to both internal and external Candidates who have applied for a BIA position. Reference checks must be performed for all positions including temporary, permanent, contract, and casual.
DEFINITIONS	
Referee(s)	Current or previous supervisors/managers who have first-hand knowledge of the Candidate’s work and abilities
Candidate	Job applicant whether internal or external Candidate
Hiring Manager	The Executive Director or Chair who has requested that a position be filled and to whom the new employee will report when hired
STEPS	<ol style="list-style-type: none"> 1) References must be successfully completed and documented prior to any job offer extended (verbal or written). If the reference check results raise any significant concerns or issues, the Selection Committee Chair/BIA Chairperson will consult with the Board of Management on what further actions to take. The Board of Management makes the final decision whether or not to proceed with a job offer 2) References are only checked on the final Candidate if there is one clear superior Candidate compared to the applicant pool, and only after all assessments have been completed. If necessary, references are performed on the short-list of Candidates (top two or three) following the final interview. 3) For external hires, a minimum of three Referees are contacted; and for internal hires; a minimum of two Referees are contacted as per the following provisos:

	<ul style="list-style-type: none">● The best practice is to ask Candidates for referees who are current and former supervisors. <ol style="list-style-type: none">4) As per the <i>Ontario Human Rights Code</i>, no questions can be asked that give consideration to a Candidate's race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity and expression, age, record of offences, marital status, family status or disability.5) In accordance with the <i>Municipal Freedom of Information and Protection of Privacy Act</i>, all Candidates must sign off on a "Reference Consent Form (see Appendix A) that provides their consent for the BIA to proceed to contact the referees as provided. Alternatively, Candidates can grant their permission through email.6) All reference checks should be conducted via personal contact e.g., over the phone as opposed to receiving a letter of recommendation. Exceptions can be made for Referees who need accommodation.7) All reference checks must be performed by the Executive Director, Chair or a person designated by the Chair to carry out this activity.8) All reference checks need to be accurately documented and treated as strictly confidential. This information needs to be included in the Candidate's application file for the Chair/Executive Director's review.9) Letters of reference provided by candidates are not deemed to be acceptable unless specifically verified. Often more job specific information is required which is not addressed in a letter of reference.10) Any unsolicited, inappropriate comments provided by the Referee should not be written up or given consideration as part of the reference.11) If an internal Candidate refuses to include the names of his or her current or former supervisor(s), he or she should be asked the reason. The Chair/Executive Director will normally inform the Candidate that any issues of concern raised by him or her will be taken into account. However, the normal practice is that an internal
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	<p>Candidate cannot be considered without a reference provided by the current supervisor or manager. Exceptions are considered on a case-by-case basis.</p> <p>12) If an internal Candidate is currently working for or has previously worked under or has a close relationship with the Chair/Executive Director or a panel member, the Chair/Executive Director must disclose this information to the Selection Committee. The Selection Committee will then make a recommendation to the Board of Management regarding whether the member should recuse themselves from the process.</p> <p>13) In the case where feedback from the Referee on the Candidate has been negative or indicates that the Candidate might not be the best choice for the position, the person conducting the reference checks is advised to consult with the Selection Committee for further direction.</p> <p>14) In the event that the Referee provided by the Candidate is unable to give a reference due to their company's policy, the person conducting the reference checks should consult with the Selection Committee for further direction.</p>
<p>COMPLIANCE</p>	<p>Any attempt to improperly influence a recruitment or selection decision will be reviewed by management and, if verified, may result in appropriate disciplinary action.</p> <p>Candidates (internal and external) who do not provide permission to contact references by signing off on the "Authorization for Release of Information Form" or through equivalent measures will be disqualified from the selection process.</p> <p>Discrepancies from the information provided by the Candidate uncovered during the reference check process may lead to disqualification as assessed on a case-by-case basis.</p>
<p>RELATED DOCUMENTS</p>	<p><i>Recruitment & Selection Policy</i> <i>Reference Consent Form</i></p>

SAMPLE REFERENCE CHECK QUESTIONNAIRE

Organization: _____

Reference's Name: _____

Reference's Title: _____

Relationship to Candidate: _____

- 1) How long have you known the Candidate?
- 2) What was the Candidate's position and primary duties?
- 3) What was the Candidate's level of commitment to the position?
- 4) Please comment on their punctuality and attendance?
- 5) Reason for leaving previous position or why willing to leave current position?
- 6) Please comment on the Candidate's strengths and areas for improvement?
- 7) Please comment on the Candidate's interpersonal skills and working relationships?
- 8) Has the individual demonstrated that they are an effective team player?
- 9) Has this individual demonstrated flexibility in his or her approach to work?
- 10) What is the most effective way to manage this individual?
- 11) What motivates them?
- 12) Areas for development?
- 13) Eligibility for rehire (for external Candidates)?
- 14) If you were to send this individual on one training course, what would it be?
- 15) Is there any other information you would like to add?

Reference Check completed by: _____

Signature: _____

Position Title: _____

Date: _____

*Note: The questions on this sample are examples, and hiring managers may alter or add questions as required.

DRAFT OFFER LETTER

Applicant Name
Address
City, Province, Postal Code
Phone Number, Email

Terms and Conditions of Employment

I am pleased to welcome you to the Concession Street Business Improvement Area (BIA), and congratulate you on your new position of **position title**.

(A) COMMENCEMENT DATE

You will commence **temporary/permanent part-time/full time** employment with the BIA on **commencement date**.

(B) TERM OF DURATION (IF A TEMPORARY POSITION)

This temporary assignment is expected to end on or before **XXX months** with a projected end date of **end date**. There is no guarantee of employment and your assignment may end earlier than expected, or may be extended in writing. Employment may be subject to continued availability of funding and/or changes to operational requirements. Two weeks' notice will be provided of such changes in employment.

(C) HOURS OF WORK

The normal average hours of work for **part-time employees are 0-24 hours per week/ full-time employees XXX hours per week**. However, this shall not be construed as a guarantee of any minimum or restriction of any maximum number of hours worked. You will only be paid for hours worked.

(D) DUTIES AND RESPONSIBILITIES

You will be required to perform the duties and responsibilities as set out by the BIA and as outlined in the job description attached, and such other duties and responsibilities as may be assigned from time to time. In carrying out your duties, you will comply with all reasonable instructions that may be given.

(E) REMUNERATION

In consideration of this employment, you will receive an hourly rate of **\$\$\$**, payable bi-weekly, less the normal deductions in accordance with the Employment Standards requirements.

(F) ACCOMMODATION

If you have an accommodation need, please contact **XXX** as soon as possible to make appropriate arrangements.

(G) HEALTH AND SAFETY MANDATORY TRAINING

Upon starting your position, you will be required to complete an occupational health and safety awareness training program as provided by the BIA.

(H) PROBATIONARY PERIOD

You will have a probationary period of **XXX months** which will allow both you and the BIA to evaluate your progress and suitability for the position. The probationary period may be extended if the BIA determines that more than **XXX months** are required to evaluate your progress and suitability for the position.

(I) VACATION

As an employee, you will receive 4% in lieu of vacation to be paid on a bi-weekly basis (any time away from work is then unpaid) OR 2 weeks of paid time-off.

(J) CODE OF CONDUCT

You specifically acknowledge and agree to abide by the obligations outlined in the Code of Conduct for the BIA now in force and as it may be amended, revised or adopted in the sole discretion of the Board of Management of the BIA from time to time. A failure to comply with this section constitutes both a breach of this Agreement and cause for discipline up to and including termination.

(K) PREVAILING LAWS

You agree to comply at all times with the prevailing laws, including but not limited to the *Ontario Human Rights Code*, *Employment Standards Act* and the *Occupational Health and Safety Act*. **You also agree to comply at all times with the following BIA Employment Policies: XXX.**

(L) CONFIDENTIALITY/NON-DISCLOSURE

You recognize that, in the performance of your duties, you may acquire detailed and confidential knowledge of the BIA's operations, its members and other confidential documents and information. You agree that you will not in any way use, divulge, furnish or make accessible to any person, either during your employment or any time thereafter, any confidential information relating to the business of the BIA, or of its members, acquired by you in the course of your employment.

(M) TERMINATION OF EMPLOYMENT

You may terminate your employment by providing at least two weeks' written notice of your intention to terminate this employment. The requirement to provide the minimum of two weeks' written notice may be waived by the BIA, in its sole discretion, upon your request. The Employer may terminate this Agreement at any time for cause, without the provision of any notice or payment to the Employee.

(N) EMPLOYER'S PROPERTY

Upon leaving the employ of the BIA, you shall promptly return any and all property, technology, data, manuals, notes, records, plans or other documents, including any such documents stored on any video or software related medium, held by yourself concerning the BIA's services and programs, know-how, developments, and equipment.

AGREEMENT ACCEPTANCE:

To confirm acceptance of these Terms and Conditions of employment, please sign this copy and return the original to my attention within three days of receipt:

The Concession Street BIA
534 Concession Street
Hamilton, ON L8V 1A6
info@concessionstreet.ca
289-933-8899

(Please retain an additional copy of this offer letter for your records).

Sincerely,







Name

Chair of the Board of Management

I, _____, have read and understand the terms and conditions above and accept the position of **position title** with the BIA.

Employee Signature

Date

HISTORY	This procedure was developed by The Concession Street Business Improvement Area.
APPROVAL	<p>Approved by The Concession Street BIA Board of Management.</p> <p>Eva Martens, Chair: </p> <p>Sarah Maticic, Secretary: </p> <p>Subbu Subramonian, Director: </p> <p>Joanne Emberson, Director: </p> <p>Brenda Eszenyi, Director: </p> <p>Terry Rhodes, Director: </p> <p>Date: July 2023</p>