



SECTION: Human Resources

POLICY: HR 04

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HIRING AND CONDITIONS OF EMPLOYMENT

PREAMBLE

The purpose of this policy is to outline the processes Contact Brant will follow to ensure our hiring practices are fair, consistent, equitable and in line with all applicable legislation such as the *Ontario Human Rights Code*, the *Accessibility for Ontarians with Disabilities Act*, and the *Employment Standards Act*.

Contact Brant is committed to treating people fairly, with respect and dignity, and to offer equal employment and volunteer opportunities based on an individual’s qualifications and performance, free from discrimination or harassment because of race, colour, national or ethnic origin, ancestry, religion, age, sex, sexual orientation, gender identity and expression, marital status, family status, disability, genetic characteristics, and/or conviction of an offence.

All employees and students will be required to submit a Police Sector Check. The Human Rights Code does allow an employer to discriminate on the basis of a record of offences but only where it is a reasonable and bone fide qualification because of the nature of employment.

In our work with children, youth and their families/caregivers, Contact Brant defines the following vulnerable sectors that we work with to include, but not limited to:

- Children and youth ages 0 – 18
- People with disabilities or special needs, including the child/youth or parent/caregiver
- People with mental health and addiction issues, including the child/youth or parent/caregiver.

The purpose of this police check is to assist Contact Brant in determining whether a candidate has any past conduct that would suggest that they are not a suitable candidate because of concerns about honesty, integrity, trust or the safety of others. The following will also be considered:

- How recent the occurrence leading to criminal convictions for which a pardon has not been granted; and
- The criminal conviction for which a pardon has not been granted must not be in contradiction to the organization’s Professional Code of Conduct Policy and the agency’s core values.

Refer to the Police Record Check and Offence Declaration Policy.

POLICY

Contact Brant is committed to the principles of equality and diversity in the workplace. We aim to hire the best candidate for the position based on their qualifications and merit in terms of knowledge, skills, and experience.

Contact Brant will not discriminate against job applicants on any of the grounds protected by human rights legislation during any phases of the recruitment, screening and hiring process.

PROCEDURES

1. Contact Brant will put in place practices that promote equity, diversity and inclusion throughout the hiring process.
 - 1.1. Contact Brant will provide accommodation during all stages of the hiring process, upon request. This statement will be added to any job postings and applicants will be reminded of this policy (i) when they are invited to an interview, and (ii) within any job offer provided.
 - 1.2. Contact Brant will use a hiring committee consisting of the CEO, a manager, and 1 other staff.
 - 1.3. Contact Brant will provide managerial staff with training on equitable hiring practices and recognition of personal biases.
 - 1.4. Interview committee members must treat all job applicants with dignity and respect.
2. Recruitment: Contact Brant will include statements in all job postings that openly welcome and invite applications from persons with disabilities and those protected by the human rights code.
 - 2.1. The Chief Executive Officer will determine the most appropriate means of advertising a position, the key competencies required in the position, and a screening process based on the job posting requirements
 - 2.2. Contact Brant may use any method of recruitment it deems appropriate to fill a position; the agency has no obligation to publicize an available position.
 - 2.3. Publicly advertised job postings will include the salary range for the position, and whether the posting is for an existing vacancy or a new position within the organization.
 - 2.4. When an internal vacancy is identified, the CEO will share the opportunity with all staff. Any staff interested in the position, will be invited to submit an expression of interest outlining why they are interested in the role; and, relevant skills, experience, and strengths they would bring to the position.
3. Interview: The most qualified candidates will be selected for an interview. Education, performance, related experience, skill and ability to perform the job are the primary considerations for the selection of candidates. Only those individuals selected for an interview shall be contacted.
 - 3.1. Screening of applicants, both internal and external, for interviews will focus on the essential requirements and competencies of the position, as outlined in the job postings, using an Applicant Screening tool.

- 3.2. At no time during the interview process will any questions be asked that touch on any prohibited areas outlined in the *Human Rights Code* (such as age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, sex/pregnancy, family status, marital status, sexual orientation, gender identity, gender expression, and record of offences).
- 3.3. All interviews for a position will consist of a written set of questions formulated to assess an individual's qualifications and capabilities for the position. This will assist in avoiding bias during the interview process.
- 3.4. Hiring committee members will individually score interviewees' responses. The hiring committee will then collectively discuss each candidate and compare scoring. The average score of all hiring committee members will identify the highest-scoring candidates as the preferred candidates.
- 3.5. Candidates will be informed that a satisfactory Police Sector Check will be required by the successful candidate as a condition of employment; any discrepancies between the answers provided at interview and the results of the police check will be grounds for not hiring the applicant. The police check costs may be covered by Contact Brant.
4. Selection Process: Reference checks must be completed for any candidate that is considered for hiring prior to making an offer of employment to validate credentials and the accuracy of information provided during the recruitment and screening process.
 - 4.1. Three Reference Checks must be completed for any candidate that is considered for hiring prior to making an offer of employment; two references should be employers to verify the candidate's employment history and quality of work.
 - 4.2. Where qualifications are deemed equivalent, preference will normally be given to internal candidates.
5. Offer of Employment:
 - 5.1. The Chief Executive Officer or Manager will contact the successful candidate with an offer of employment within 45 days of the date of the last interview for the position, request the candidate to identify their expected salary, and confirm a start date. The candidate will be notified that a written Employee Agreement will be sent to them for review, and that the Agreement will need to be signed before employment begins. They will also be notified that they are required to submit a Police Record Check.
 - 5.2. Any offer of employment will outline the terms and conditions of employment, including:
 - An offer of employment is conditional upon the candidate submitting a current Police Sector Check confirming there is no offence that is directly related to the position's role whether related to trust by clients or the corporation's business.
 - Submission of a Police Check every 3 years, and an Offence Declaration in the alternate years. A statement that employees must maintain a clear record that is acceptable to the agency; any change in the employee's police record must be reported to the CEO immediately.

- The start date and hours of work. This will also include an end date if a contract position.
- Wages and benefits including vacation, sick leave and, if appropriate, medical benefits and pension plan contributions.
- Identification of a probationary period of at least three months. Contact Brant can unilaterally extend the probationary period for up to an additional three (3) months.
- The signed Job Description

5.3. The successful candidate will also be required to provide:

- A signed “Confidentiality Statement and Promise of Commitment” relating to review of the Mission, Vision and Values statements as well as the Privacy and Confidentiality Policy.
- As required by the position: Proof of valid driver’s license and appropriate automobile insurance, and a statement that the employee must maintain a valid driver’s license and driving record acceptable to the agency; any change in the driving record while an employee must be reported to the CEO immediately. Additionally, an employee who operates their own vehicle in performing their job are financially and legally responsible for any traffic or parking violations, and must maintain adequate insurance at all times at their own expense.
- Verification of academic achievements, as appropriate to the job position.
- Written confirmation of review and commitment to the agency’s policies and procedures.

5.4. Information Statement of Employment: Contact Brant must provide employees with the information below, in writing, before the employee’s first day of work. To meet this requirement, the following will be included in the Employment Agreement:

- The legal name of the employer (Contact Brant for Children’s and Developmental Services), as well as any operating name (Contact Brant).
- Contact information for the employer, including address, telephone number and one or more contact names.
- A general description of where it is anticipated that the employee will initially perform work.
- The employee’s starting salary or hourly wage rate.
- The pay period (2 weeks) and pay day schedule (bi-weekly).
- A general description of the employee’s initial anticipated hours of work.

5.5. Once the Employment Agreement is signed by the employee and any additional agreed terms have been met, the new employee may begin work at the agreed upon date.

5.6. The Chief Executive Officer will ensure any personal information collected during any stage of the recruitment and hiring process is retained in the employee’s Human Resource Record and remains confidential.

6. Communication of Outcome to Unsuccessful Candidates

- 6.1. Any candidates who attend an interview for a publicly advertised will be advised of the outcome of their interview within 45 days of the date of the last interview for the position.
- 6.2. The CEO or manager will communicate the outcome to any unsuccessful candidates in writing via email.
7. Orientation: New employees will receive orientation and training about the organization and their job responsibilities, as well as key policies and safety issues that pertain to their position or that are required by law.
 - 7.1. Each new employee will be provided with a full orientation including but not limited to the facilities, equipment, job duties, building safety and security, and policies and procedures. Orientation will be documented and filed in the employee's personnel file.
 - 7.2. New employees must review the Employee Handbook and submit the signed form to the CEO in the first week of employment.
 - 7.3. New employees must review all Contact Brant policies and procedures and submit the signed Confirmation of Policy Review to the CEO acknowledging that they have read and understood the policies within 2 weeks of hire.
 - 7.4. New employees will be provided with and orientated to the Privacy and Confidentiality Policy; Customer Service Policy; and Contact Brant's Mission, Vision and Values as well as Service Principles.
8. Probationary Period: The probationary period provides both the employer and employee time to trial the fit between the employee and the position, without any negative consequences.
 - 8.1. The employee's supervisor will address any concerns about the employee during the probationary period when they occur and provide direction, mentorship and support to help the employee resolve any issues.
 - 8.2. Should the concerns fail to be resolved to the satisfaction of Contact Brant, the employee may be terminated without advance notice, in accordance with the Employment Standards Act.
 - 8.3. A written performance review will be conducted prior to the end of the probationary period. Provided that the review is satisfactory, the probationary status will be removed.
 - 8.4. The probationary period will be extended by the length of any absence from work greater than one week during the probationary period.
9. Annual Reviews: The Chief Executive Officer will ensure annual reviews of all policies and procedures at Staff Meetings; documentation of these reviews will be recorded in the Staff Meeting Minutes.