

Agency Name

PERSONNEL POLICY

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## **Workplace Values**

The <AGENCY> Personnel Policy manual is a reflection of the importance placed on our most valuable resources – our employees. Every employee shall be accorded fair and equitable treatment at all times.

### **Team Work and Empowerment:**

We work together in a spirit of congeniality. We support each other, foster mutual respect, and challenge each other in our efforts towards common goals. We develop staff capabilities and enable them to participate in the decision-making process that effects the continuous improvement of <AGENCY> programs and services.

### **Harassment-free workplace**

<AGENCY> is committed to providing a climate of understanding and mutual respect in which all persons are treated equally and with dignity.

### **Commitment to staff training and development**

Training and professional development opportunities for staff play an important role in enhancing service quality. <AGENCY> is committed to continually expanding the capacities of its staff through on-the-job training and external development opportunities.

### **Respect for each person's uniqueness**

We value and celebrate diversity. <AGENCY> recognizes the uniqueness and worth of every individual and emphasizes that every person must be respected without any prejudice to his or her language, culture or religion. An important objective of <AGENCY> is to promote the richness of the language and culture of the communities we serve. Respect for diversity creates awareness of the many wonderful cultures in our community.

### **Recognition and reward of performance**

<AGENCY> recognizes and rewards employees based on performance. We strive to establish an environment that encourages self-development, and to ensure that job performance and contribution are in line with organizational goals.

### **Consideration of individual needs**

<AGENCY> recognizes each employee's unique needs. We respect that each employee has a life outside of the workplace and we will create and manage our policies to promote a balance between the needs of the employees and the needs of <AGENCY> as a whole.

### **Meeting Commitments**

We follow through on our spoken, written and implicit agreements to each other.

## **Personnel Policy Manual**

This Personnel Policy manual is a compilation of <AGENCY> personnel policies and related human resource guidelines. The contents of this manual have been reviewed and/or developed by the Personnel Committee.

The Personnel Policy manual is intended to give staff a clear understanding of the policy framework within which we strive to implement equitable and consistent management practices. All employees are expected to abide by the policies set out in this manual.

Personnel policies and human resources guidelines will be reviewed regularly and updated as required.

## **Hiring Process**

In accordance with the provision of the Ontario Human Rights Code and the Employment Standards Act, <AGENCY> upholds a policy of non-discrimination in hiring on the basis of race, ancestry, colour, ethnic origin, place of origin, citizenship, political belief, religion, marital status, sex, sexual orientation, age, family status, handicap, record of offences and criminal or summary conviction charge that is unrelated to employment or the intended employment.

### **Vacancies/New Positions**

A vacancy occurs when management has determined that a position is to be filled due to resignation, retirement, transfer or promotion of the incumbent or when a new position has been established and all approvals have been obtained. A vacancy does not occur when the incumbent is:

- Acting in another position
- On leave-of-absence
- On vacation
- On sick leave
- On secondment or temporary assignment

All vacancies will be declared upon the recommendation of the Executive Director and the approval of the Board of Directors.

### **Underlying Principles in the Filling of Vacancies**

The underlying principles governing the filling of vacancies are the following:

Vacancies shall be filled:

- Through sound recruitment
- From the candidates who are eligible and meet the selection criteria for the position
- Subject to positive references

Employees of the agency shall be given the widest practicable opportunities for consideration, to permit them to:

- Make the most effective use of their skills
- Achieve their personal career goals in line with organizational goals and objectives.

## **Internal Selection Process for Staff**

- All vacancies will be posted internally in the organization for a period of 5 working days. Postings will include a position description, qualifications and a starting salary.
- Applicants should apply in writing, attaching a current resume
- The Executive Director along with a member of the Hiring Committee will review and respond to all internal applications.
- The Executive Director and a member of the hiring committee will interview qualified applicants.
- Selection of interviews will be based on a predetermined set of questions to be asked of all candidates interviewed. These questions will be based on the job description and performance criteria for the vacant position. The Hiring Committee will be responsible for developing the interview format or questions, where necessary.
- All candidates interviewed will be informed of the final decision.

## **External Selection process for Staff**

Should there be no successful candidate from the internal process, the organization will follow the external selection process as follows:

- The position will be widely circulated to reach out to the most suitable candidate(s).
- All other procedures, as outlined in the internal selection process will be followed
- With the consent of the candidate(s), the Executive Director will conduct reference checks before making an offer of employment. The Employment offer is subject to positive reference.
- All applicants interviewed will be notified upon the completion of the selection process

## **References**

A minimum of 2-3 references should always be checked and should include past employers. The Executive Director will determine the questions to be asked of the references and will have the responsibility of making the calls.

## **Job Offer**

The successful applicant will be verbally offered the job, and then a letter will be sent outlining the conditions of employment and start date. The letter will require the applicant's signature as acceptance of the offer and will be approved and signed by the Executive Director. The original signed contract will be held in the employee's personnel records and the employee may retain a copy

### **Hiring of Family Members**

An employee's immediate family, specifically (spouse, parent, son/daughter, sibling, sibling in law, parent in law, child in law, step-parent, step child, nephew, niece, grandparent, grandchild, uncles and aunts) is not eligible for employment with <AGENCY> in any area over which an employee has administrative or supervisory responsibility or where an employee participates in the Hiring Committee.

### **Applications from Former Employees**

Applications from former employees of <AGENCY> shall be accepted and past experience will be considered. However, past employment, in itself, does not provide additional entitlements.

### **Confidentiality**

<AGENCY> is sensitive to privacy issues. The collection, use and disclosure of any personal information provided to <AGENCY>, in consideration for employment opportunities, will be used solely for such purpose. The personal information requested by <AGENCY> allows the Hiring Committee to evaluate applications for employment against opportunities in the organization, and communicate with candidates regarding the status of application. <AGENCY> will not sell or otherwise provide personal information to others.

## **Classification of Staff**

### **Permanent, Full-time Employees**

Employees in this category work a minimum of 37.5 hours a week. Permanent, full-time employees are eligible to participate in the Centre's benefit plan.

### **Casual/Relief/Temporary Employees**

Employees in this category generally work less than 20 hours per week; and are scheduled by <AGENCY> on an "as needed" basis.

Employees in this category will be placed on a "Casual/Relief" list that will be maintained by the Programs Director. Determination for contracting such employees shall be made by the management team only.

### **Permanent, Part-time Employees**

Employees in this category regularly work a predetermined schedule of part-time hours. Permanent, part-time employees are not eligible to receive benefits while employed with <AGENCY>.

### **Contract Employees**

The Executive Director may approve short-term contracts that are under six months. Contract employees are not eligible to receive benefits while employed with <AGENCY>.

Contracts may be renewed, with the approval of the Executive Director, provided funding is available, work is still available, and performance criteria of the current job description have been met or exceeded.

No contract employee will work longer than 364 days with <AGENCY>.

## **Hours of Work**

### **Normal working hours**

The normal working hours are from 9 a.m. to 5 p.m. This includes a 60-minute, unpaid lunch break and two, 15 minute paid breaks, generally taken one in the morning and one in the afternoon. The normal hours may vary to accommodate client work or special circumstances, upon agreement with the Executive Director.

In accordance with the Centre's mandate and respect for all religious beliefs, two additional prayer breaks will be available for employees of the Orthodox Muslim faith.

### **Flex Hours**

All employees shall be available for core hours of 10:00 to 4:00, five days a week. However, in order to accommodate personal preference, employees may take advantage of our flex hour policy by creating alternate, regular hours of work – for example, from 8:00 to 4:00 or from 10:00 to 6:00. Flex hours are intended to be a long term arrangement that is well understood and communicated to all agency personnel, and should not change on a weekly or even monthly basis. All flex hour arrangements must still meet our client needs and therefore must be approved by the supervisor and the Executive Director.

### **Flex Location**

Employees may work from home with the prior approval of their supervisor. The work performed must be documented and the hours spent working must be recorded on a time sheet. Employees who are working from home must provide their own computer and email access, as well as a telephone number, so that agency personnel can reach them.

### **Overtime**

Time worked outside regular work hours must be approved in advance by an employee's supervisor. All time worked in excess of 44 hours/week will be compensated in accordance with the Ontario Employment Standards Act.

Time sheets will be filled in on a daily basis and collected weekly by employee's supervisors.

### **Punctuality**

Punctuality is mandatory. Employees must inform their supervisor of their arrival time if they are running late. Employees who are absent due to illness or other reasons shall contact their Supervisor within 30 minutes of their starting time or at the earliest time possible. In the absence of their Supervisor, the Receptionist shall be notified and a message will be left for the employee's supervisor.

In emergency situations, when an employee's supervisor is not available, staff can make decisions, and act on them as they relate to the emergency situation. Actions undertaken in the absence of an employee's supervisor's must be reported to the supervisor as soon as possible.

## **Paid Holidays**

<AGENCY> recognizes ten (10) days in the calendar year as paid holidays:

New Years Day	Civic Holiday
Christmas Day	Canada Day
Boxing Day	Victoria Day
Thanksgiving Day	Good Friday
Labour Day	Easter Monday

## **Floater Days**

All full-time and part-time employees will be given 3 additional floater days per year. Floater days can be used to meet personal or family needs or to accommodate time needed for religious observance. Floater days must be scheduled by employees in advance and must be approved by their supervisor. Carryover of unused floater days to the next year is not allowed.

## **Vacation**

<AGENCY> recognizes each employee's vacation entitlement and will not unreasonably deny or withhold approval of vacation requests.

Employees must work 3 months before becoming eligible to take vacation. The year (for vacation purposes) will be counted annually from the date of employment. All vacations must be scheduled in advance, approved by the Executive Director, and must be adjusted/scheduled to meet the needs of <AGENCY>.

Deferral of vacations is not encouraged. In special circumstances, and with approval from the Executive Director, a maximum of two (2) weeks may be deferred to the next vacation year, however all vacation entitlement must be taken within the following year.

Part-time employees or employees working a partial year shall be paid 4% of their earnings as vacation pay at the end of their contract with <AGENCY>.

## **Vacation Eligibility**

Employees with 1 to 3 years of employment are entitled to 2 weeks of paid vacation per year (pro-rata based on the number of hours worked). Upon completion of 3 years of employment, employees are entitled to 4 weeks paid vacation, unless otherwise specified in an employment contract.

## **Request Process**

- Employees must submit a Request for Leave form to the Executive Director or designate for approval.
- Requests for vacation of ten or more consecutive days must be submitted to the Executive Director or designate at least one month in advance of the request.
- Request for vacation less than ten consecutive days should be submitted in advance as soon as possible.

The Executive Director or designate will respond to all requests within ten working days. Consideration will be given to seniority, service coverage and vacation time available.

## **Absence from Work**

### **Sick Leave**

All permanent full-time employees are entitled to one and one half days per month, up to 18 paid sick leave days per year (pro-rated for part-time employees). This time can be used for reasons of personal illness, medical and dental appointments or sickness of immediate family members.

Carryover of unused sick leave to the next year is not allowed, and any unused sick leave will not be compensated. Illnesses of more than three consecutive days require the provision of a doctor's certificate.

### **Maternal/Paternal Leave**

These leaves are granted in accordance with the employment Standards Act of Ontario. Wherever possible, two months notice should be given and a minimum of two weeks notice is required. A minimum of one months notice must be given regarding return date of work.

### **Bereavement Leave**

Bereavement leave of five (5) days will be granted in the case of death of parent, spouse or spousal equivalent, fiancé, brother, sister or child.

Bereavement leave of three (3) days will be granted in the case of death of an aunt, uncle, niece, nephew, or of a spouse's or spousal equivalent's mother, father, sister, brother, son-in-law, daughter-in-law, grandparent, grandchild or former guardian or ward.

Additional compassionate leave up to five (5) days may be granted at the Executive Director's discretion when an employee has to travel outside Canada

### **Jury duty**

Time off for jury duty will be granted with pay as required by federal and provincial legislation.

### **Leave of Absence**

A leave of absence may be granted, with or without pay. It is expected that employees requesting a leave of absence will have exhausted accumulated vacation entitlements, lieu time and/or sick time (if applicable)

All requests for leave shall be submitted in writing to the Executive Director. The request will be submitted with as much notice as is reasonably possible and will include the reason for the leave.

# Training and Professional Development

## Purpose

<AGENCY>'s goal in supporting learning opportunities for its employees is to enhance the quality of service to its clients and the broader community. Thus professional development opportunities supported by the <AGENCY> will be chosen primarily on the basis of how they will improve our employee's ability to perform their jobs.

Employees that participate in training opportunities supported by <AGENCY> are expected to share their learning by making a presentation at a staff meeting.

## Training Identified by Employer

Management may bring to an employee's attention professional development activities that support an employee's learning goals (e.g. those identified in the Performance Evaluation process). When staff is asked by management to attend a training opportunity, all associated costs (i.e. registration fee, course materials, transportation, parking,) will be paid directly by the employer. Additionally, the time spent attending the event will form part of the employee's regular scheduled hours of work.

## Training Opportunities Requested by Employee

An employee may directly request support from <AGENCY> to pursue a training opportunity.

<AGENCY> will support two types of learning opportunities: those which are deemed to have a **direct bearing** on an employee's current duties; and those which are deemed to have an **indirect bearing** on an employee's current duties. The Executive Director will have the authority to decide if a proposed training opportunity falls into either of these two categories and what level of support the Centre is able to offer.

While <AGENCY> would like to support all learning opportunities that will improve an employee's ability to perform at work, this is not always possible. The Centre may only be able to offer partial support, or no support at all, based on fiscal and staffing considerations at the time of the request.

## **Types of Support Available for Employee Requested Training**

For opportunities with a **direct bearing** on an employee's current duties, the following support is possible. Please note that the Centre is not able to guarantee this support, and will consider each request on a case-by-case basis.

- Up to 100% of registration/tuition costs;
- Up to 100% of course materials (should <AGENCY> pay for 100% of the materials, these materials will become the property of the <AGENCY> library after the course is completed);
- Course time spent considered part of employee's regular scheduled hours of work;
- Employee given paid leave to attend (e.g. vacation, earned comp time);
- 100% of transportation costs;

For opportunities with an **indirect bearing** on an employee's current duties, the following support is possible.

- Up to 50% of registration/tuition costs to a maximum of \$100 per opportunity; upon successful completion of the program
- Up to 100% of materials to a maximum of \$50 per training opportunity (should the Centre pay for 100% of the materials, these materials will become the property of the <AGENCY> library after the course is completed);
- Course time spent considered part of employee's regular scheduled hours of work;
- Employee given paid leave to attend (e.g. vacation, earned comp time);

## **Process for Requesting Support for a Training Opportunity**

Staff must obtain prior approval to attend any training opportunity during regularly scheduled work hours. All requests should follow this process:

- 1) The staff member will complete a "Learning Opportunity Request" form and submit it to the Executive Director at least fifteen (15) working days in advance of the event or course.
- 2) The Executive Director will decide if the event has a "direct" or "indirect" bearing on the employee's current duties, and decide:
  - What portion of the cost of the event will be paid by <AGENCY>;
  - Whether the time spent attending the event form part of the employee's regular scheduled hours of work;
  - Whether the employee be granted paid or unpaid time off to attend the event;
  - What portion of the cost of materials will be paid by the Centre;
  - Any combination of the above;

- 3) The Executive Director will complete and sign the “Learning Opportunity Request” form and return it to the employee within two working days. The employee will then have the opportunity, based on the decisions made by the Executive Director, to decide whether or not they still plan to attend the activity.

## **Reimbursement**

- In most situations, the employee will pay the costs themselves and seek reimbursement for the approved amount by submitting proof of payment. Reimbursement is possible without receipts only where there is an acceptable alternate proof of payment
- The employee must have **successfully** completed the learning opportunity in order to receive any pre-approved reimbursement amount. For short events (workshops), attendance may be the mark of successful completion. However, in the case of continuing education programs leading to a certificate or “pass”, the employee must show written proof of successful completion.

In unusual circumstances, staff can ask for advance payment.

## **Staff Childcare Claims**

Where an employee is required to work outside his/her regularly scheduled hours, he/she can request that <AGENCY> subsidize the additional childcare costs for children under the age of 13, to a maximum of \$6.85/hour. The maximum monthly hours that can be claimed are (20) hours.

In addition to indicating when and why the additional childcare costs were incurred, the requisition form must also include the signature of the caregiver to whom the payment was made.

The requirement for evening work, where applicable, will be included in all job posting, job descriptions and employment contracts.

## **Subsidized Meal Claims**

Where an employee is required to work greater than 12 hours in any one day, he/she can request that <AGENCY> subsidize the cost of meals, up to a maximum of \$10/day.

## **Personnel Recognition**

<AGENCY> recognizes the importance of particular personal milestones. They include but are not limited to:

- Birthdays
- Birth of a child
- Bereavement of immediate family members
- Retirement
- Sickness/Hospitalization
- Weddings
- Welcome to <AGENCY>
- Moving on from <AGENCY>

<AGENCY> wishes to recognize these milestones, where possible, and will ensure that all staff is treated equally.

### **Retirement**

Our financial guidelines permit the Centre to subsidize refreshment, cards and a suitable gift to recognize a staff member's years of service and contribution.

### **Bereavement**

Our financial guidelines and directives permit the Centre to send flowers in the case of death in the immediate family. Charitable donations in lieu of flowers may also be made.

### **Welcome and Goodbye**

Our financial guidelines and directives allow the Centre to subsidize refreshments.

### **Birthdays, Births, Sickness/hospitalization, and Weddings**

Our financial guidelines and directives do not allow the Centre to subsidize refreshments, cards or gifts. However, staff is encouraged to contribute a small amount towards a gift purchase.

## **Probationary Period**

Per the Employment Standards Act, all new employees of <AGENCY> are subject to a three-month probationary period

The probationary period allows new employees time to learn the duties and fulfill the responsibilities of their new position. It also allows the employees' supervisor to assess the ability of the employee to meet job requirements.

At any time during the probationary period, <AGENCY> reserves the right to terminate the employment contract without notice, as required under the Ontario Employment Standards Act.

## **Performance Evaluation**

The performance evaluation process helps ensure that job performance and contribution are in line with accomplishing <AGENCY> goals. The purpose of a performance evaluation is to provide a constructive forum for mutual feedback regarding job performance, relevance of the job description and analysis of the working environment. Additionally, the performance evaluation process will allow the parties to discuss and agree upon goals to be achieved and supports to be provided.

### **Frequency**

- A probationary employee will undergo a performance evaluation shortly before the completion of their probationary period, and annually thereafter.
- A permanent employee will undergo a formal performance evaluation annually, based on their anniversary date.

### **Process**

The employee's supervisor will conduct an informal, verbal performance evaluation before the end of the employee's probationary period. The employee's supervisor will conduct a formal, written performance evaluation on an annual basis thereafter. Each employee of <AGENCY> is required to participate in their own performance evaluation.

1. The employee's supervisor will provide employees under review with a copy of the Performance Evaluation form. Before a performance evaluation date can be scheduled, employees must complete and return the form to their supervisor.
2. Once an employee's supervisor has received a completed Performance Evaluation form, a performance evaluation meeting can then be arranged (at least one week in advance to allow employees adequate time for preparation).
3. The employee and their supervisor will then meet to review and discuss the Performance evaluation.
4. The Employee's supervisor will then prepare a written report resulting from the performance evaluation meeting. The report will be provided to the employee for comment and their signature, as having received and read the performance evaluation.

## Constructive Discipline Policy

Disciplinary action will be taken if any employee demonstrates and/or communicates inappropriate behaviour or does not perform his/her duties according to <AGENCY> policies, procedures and standards of work.

### Process

The employee's supervisor is responsible for the application of <AGENCY> policies and procedures and the monitoring of employee performance. In the event an employee's actions or job performance are not consistent with <AGENCY> standards, the following progressive disciplinary steps will be taken.

1. **Counselling** – The Employee's supervisor will verbally counsel the employee to improve performance or behaviour, giving specific objectives and time limits for improvement
2. **First Warning** – The Employee's Supervisor will issue a verbal warning to the employee. A note documenting the issue and verbal warning will be given to the employee and copies will be put in the employee's file. The documentation may be a brief memo, but must include specific identification of the issue, criteria for improvement or corrections with specific examples, and availability to assist the employee as often as required.
3. **Formal Warning** – The Employee's supervisor will issue a formal written warning, documenting the recurrence of the problem or of another problem similar in nature. A copy of all written warnings shall be given to the employee and the original kept in the employee's file.

The warning will be in a letter or memo format and will include the following:

- List of reasons for the written warning, with specific identification of the problem, along with a reference to the previous warning.
- A specific time period will be given for improvement. Resources will be made available within <AGENCY> for the employee's use.
- The employee will face consequences resulting from not meeting the criteria within the specific time frame, up to and including termination.

The employee must be closely monitored and supported in order to resolve the problem.

**4. Termination** Should the employee fail to meet the performance standards required during their probation period or commit serious offence during the probationary period, the employee will be terminated upon approval of the Executive Director and the Personnel Committee. Any employee that is terminated from the organization is not eligible for re-hire.

**Serious Incident** In the case of serious incidents, one or more of these steps may be skipped.

## Termination of Employment

Termination of employment will occur when an employee:

- Is involuntarily terminated from the agency
- Voluntarily chooses to terminate their employment from the agency
- Retires from the agency

Employees willing to resign voluntarily from <AGENCY> are expected to give at least two (2) weeks notice of their intention to terminate their employment. The termination date will be the last day worked by the employee and will not be extended to include any earned vacation time, overtime, flextime and accumulated hours etc. due to the employee at the time of leaving.

All <AGENCY> property (e.g. staff ID cards, door padlocks, keys, floppy disks, office files, laptops etc.) must be surrendered to the Executive Director or his/her designate on the last day of work.

In accordance with the provisions of the Employment Insurance Regulations, the Payroll department will issue all employees leaving <AGENCY> with an appropriate Record of Employment.

## **Exit Interviews**

<AGENCY> determines to conduct an exit interview with employees voluntarily leaving the agency as part of the termination process for the following purpose:

- Informing and counselling employees leaving <AGENCY> on termination entitlements, benefits and/or procedures
- To obtain employee comments regarding their employment in an attempt to reduce turnover by identifying the current or potential problems/issues, and by taking appropriate action with a view to improve the quality of working life at <AGENCY>.

## **Process**

- An exit interview shall be scheduled for employees leaving <AGENCY> with service equal to three months or greater. Exit interviews shall be scheduled on the employee's last day of work (where possible) and shall be conducted by the Executive Director.
- Employees also have the option of submitting an Employee Exit Interview questionnaire to the Executive Director.
- All exit interviews are confidential and will be maintained within <AGENCY>.
- The employee may choose to give permission to <AGENCY> to use all or part of the information for discussion with their previous supervisor. If the employee does not give permission to use the information, the comments made will then be assimilated with the information received from others who have terminated from <AGENCY> and the employee shall be advised accordingly.
- All summary exit interviews will be kept in a confidential file.

## **Grievance Procedure**

<AGENCY> recognizes that conflict situations may arise in the workplace, and encourages a proactive approach to conflict resolution. Employees are encouraged to handle workplace conflicts among themselves before invoking an official grievance process to resolve a conflict.

In the event a conflict cannot be resolved, employees should follow the informal complaint procedure.

### **Informal Complaint Procedure**

Should the conflict not be resolved, employees have the option of taking the matter to the Executive Director for resolution. If the complaint involves the Executive Director, employees have the option to take it to a mutually acceptable board member to help them resolve the conflict and reach a mutually acceptable resolution.

The process is confidential and undocumented.

If employees are dissatisfied with the outcome of the informal complaint procedure, they may follow the formal grievance procedure.

### **Formal Grievance Procedure**

The complainant submits a written complaint, which must:

- be filed with the Executive Director, or, if the Executive Director is the respondent, with the Chair of the Personnel Committee or the Board Chair;
- be filed within six months of the incident or within six months of the last incident if multiple incidents have occurred;
- Include detailed dates, time, places and circumstances;
- Be signed by the complainant.
- If the Executive Director is involved, the Committee should include the Chair of the Board or the Chair of the Personnel Committee, and one Board member.

Within ten working days the Executive Director will advise the Chair of the Personnel Committee or Chair of the Board of the complaint and someone from the Personnel Committee will be assigned to investigate the complaint.

The investigator meets with the complainant within the next ten working days to clarify the situation and to determine that it meets the criteria for investigation, as follows:

- A grievance that can be addressed by this policy is defined as a difference occurring between staff/executive director/board of directors arising from the interpretation, application, administration or alleged contravention of the organization's policies
- If a person is being dismissed because of theft, assault, fraud or other reckless or willful acts or omissions that would jeopardize the safety of another person or the operation of the organization, the grievance procedure will not be utilized

The investigator communicates in writing to both the complainant and respondent the outcome of the initial meeting within three working days of the decision. If an investigation is not warranted, the respondent may request clarification (in writing) from the investigator. Should an investigation be warranted, in its letter, the investigator would outline the process that will be undertaken.

Should the grievance warrant investigation the investigator will arrange to meet with the respondent within ten working days of the decision to hear his or her experience of the situation.

It is understood that either party involved has the right to identify other sources of evidence.

The Personnel Committee will meet to discuss the grievance and recommend a plan of action. The Chair of the Committee is responsible for making sure minutes of the meeting(s) are recorded and that everyone signs an agreement acknowledging the key points. Minutes of the meeting(s) will be distributed to the respondent, complainant, the Chair of the Board, the Executive Director and all members of the Personnel Committee. All parties must agree to any corrections to the minutes.

The plan of action will be communicated to both parties within five working days of the meeting.

Once a decision has been communicated, a mediation meeting can be organized at the request of one or both parties and at the agreement of both parties. Both parties should consider the mediator neutral.

The mediator will advise the Personnel Committee of the outcome of the process.

Documentation of the grievance process will be placed in both the complainant and respondent's personnel files. The Executive Director and Personnel Committee Chair should also keep copies of the process.

Complaints of harassment will be treated in the strictest of confidence. Confidentiality will be maintained save for such disclosure as may be required in order to carry out the investigation because of discipline or proceedings, which may result from the application of this policy.

Confidential files for each complaint received will be maintained in the Office of the Executive Director in order to permit for tracking of complaints.

Where the complainant is the Executive Director and the respondent is the Board, an investigator or investigative team should be appointed that is mutually agreeable to both parties. Both parties should adhere to the findings and recommended plan of action.

## Harassment/Discrimination

<AGENCY> is committed to providing a climate of understanding and mutual respect in which all persons are treated equally and with dignity. Harassment or discrimination on the basis of the grounds set out in the Ontario Human Rights Code is an unacceptable form of behaviour that <AGENCY> will not tolerate or condone.

This policy is in place to ensure that employees work in an environment free from any form of harassment and discrimination, sexual or otherwise, from an employer, or another employee in accordance with the Ontario Human Rights Code. It is also in place to provide employees with an impartial and efficient complaints procedure, and to ensure that all complaints are dealt with confidentially and objectively and the rights of all parties are respected.

This policy is not meant to inhibit relationships based on mutual consent or normal social contract, nor is the policy meant to inhibit the normal course of performance management or progressive discipline.

**Personal harassment/discrimination** is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome, which creates an intimidating, hostile or offensive environment, and interferes with a staff member's ability to carry out his/her responsibilities. Examples of personal harassment may include but are not limited to:

- Comments about a person or group's moral or intellectual inferiority
- Insulting, criticizing or demeaning remarks about a person or group of people
- Displaying of materials or graffiti that are racist, ethnic or religious in a degrading or derogatory manner.

**Sexual harassment/discrimination** is a course of conduct, comment or gesture or contact of a sexual nature which might be perceived as placing a sexual condition on employment, promotion, work assignment or compensation or which is likely to cause offence or humiliation to an employee. Examples of sexual harassment may include, but are not limited to:

- Unwelcome sexual flirtation, advances, propositions or gestures
- Displaying pornographic or otherwise offensive or derogatory pictures
- Unnecessary physical contact, such as touching, patting, pinching or embracing
- Leering, suggestive looks or other gestures
- A reprisal or threat of reprisal for rejection of a sexual solicitation

## **Filing a Complaint**

A victim of alleged harassment/discrimination can file a complaint. Complaints can also be made by a group of people who may have been subjected to the same offensive treatment, by co-workers who witnessed the incidents, or by someone on whom there is a direct and personal impact as a result of harassment/discrimination involving others.

An employee may choose to deal with a complaint or concern under this policy in the following ways:

**Deal directly with the harasser.** An employee can make it known to the harasser that the behavior is offensive and specifically request that the behaviour stop immediately. In some cases the harasser may not realize that the behaviour is unwelcome and will stop.

**Make a verbal complaint to the Executive Director.** The Executive Director and the employee will discuss the issue and determine whether the situation requires further investigation or if further action is required.

**File a formal Complaint.** If informal attempts at resolving the problem are not successful, a formal complaint and investigation may be required.

1. An employee can file a complaint through the Grievance Procedure or submit a letter of complaint to the Executive Director. A letter of complaint should contain a brief account of the offensive incident(s), when the behaviour occurred, the person(s) involved and the name(s) of the witnesses, if any. The letter should also include the remedy sought, and be signed and dated by the complainant.
2. The Executive Director or Grievance Committee will conduct confidential interviews with relevant parties to obtain information and clarify details of the reported incident(s). All persons named in the complaint have a right to reply to the allegations against them and the right to be accompanied by a representative of their choice in the interviews. All parties will have an opportunity to identify witnesses or others to be interviewed and all parties have a right to be represented.
3. Providing the complaint has not been withdrawn at this point, the Executive Director or Grievance Committee will document the results and conclusions of the investigation after the interviews. A summary report, including recommended action will then be forwarded to the Executive Director for review.
4. If the results of an investigation do not support the allegations of harassment/discrimination, no further action will be taken and the file will be closed.
5. If the results of the investigation support a specific harassment/discrimination complaint, the following recommendation may be made: (education and training, continuous monitoring, or disciplinary action, which may vary from verbal counseling, written reprimand, suspension or termination).

## Email and Internet Usage

<AGENCY> is committed to providing a positive work environment that encourages the use of computers and electronic communication as essential tools to support the mandate of the Centre.

- The Centre's email and Internet system is primarily intended for work purposes. Excessive personal use of the centre's email or internet system robs <AGENCY> of valuable work time, and may be considered grounds for discipline
- Email and Internet usage (business and personal use) must adhere to the Centre's harassment-free workplace policy. Any sexist, pornographic, racist, offensive, demeaning or otherwise disruptive material or activities are strictly prohibited. Any employee who violates this policy shall be subject to discipline up to and including termination.
- E-mail correspondence is the property of <AGENCY>. The Centre reserves the right to monitor the e-mail system, including an employee's mailbox at its discretion in the ordinary course of business. The Centre also reserves the right to monitor employee's Internet usage
- <AGENCY> reserves the right to access and/or disclose messages sent over the email system. Employee email and Internet usage is not considered private.
- Employees should be aware that e-mail messages sent to recipient's external to <AGENCY> are not secure. Therefore, sending of confidential information via e-mail to external recipients is prohibited. This includes, but is not limited to complaint-specific information.
- Employees shall not post, display or make easily available any access information, including, but not limited to passwords.
- Under no circumstances shall information of a confidential, sensitive or proprietary nature be placed on the Internet. This includes, but is not limited to client or complaint-specific information.
- <AGENCY> staff may not establish Internet or other external network connections, which could allow unauthorized persons to gain access to <AGENCY> systems and information. These connections are not limited to unauthorized home/modem hook-ups or personal web pages.
- All files downloaded from the Internet must be checked for possible computer viruses. If there is uncertainty whether an employee's virus-checking software is current, the employee must check with an authorized <AGENCY> manager before downloading.

## Confidentiality Statement

<AGENCY> is committed to confidentiality. It is <AGENCY>' moral and ethical obligation to respect, preserve and safeguard the privacy, dignity and human rights of those individuals to whom it provides a service and whom it employs. All confidential personal information regarding individuals who have been referred for, are receiving, or have received service, or who are employed by <AGENCY> will be protected as outlined:

- This policy shall apply to all <AGENCY> personnel, Board members, employees, persons on contract, volunteers, students, members of <AGENCY> committees and any person with whom confidential information is shared.
- Violation of this policy shall most likely result in the immediate dismissal of transgressors.

### Exceptions

The obligation to preserve confidentiality ceases when:

- The preservation of information may cause serious harm to another person
- Information is required by law or contract, or where there is a specific court order.
- The individual authorizes in writing release of specific information.
- <AGENCY>'s reputation is threatened by non-release of information, as determined by the Executive Committee of the Board.

### General Procedures

- Information regarding any client shall be shared among <AGENCY> personnel who participate service delivery to the client and the information shall be limited to the extent necessary to provide services.
- Staff whose responsibilities require the processing of confidential information about other staff members shall not divulge such information, except to the extent necessary to provide a service to that staff member or to address issues of a professional nature.
- All staff members must maintain and protect confidential information or records by locking them in desks or filing cabinets.
- Confidential material that is being discarded shall be destroyed, (shredded or incinerated).

<AGENCY> personnel shall not remove files or other confidential materials from the office without the expressed permission of the Executive Director.

## Health and Safety Procedures

<AGENCY> will provide a safe and healthful work environment as required under the Ontario Occupational Health and Safety Act. <AGENCY> will strive to eliminate any foreseeable hazards (unsafe conditions and unsafe acts), which may result in fires, security losses, damage to property and personal injuries/illness.

### Process

In The Event of Aggressive Behaviour by a Client:

#### In the Reception Area:

- Staff who hear yelling or raised voices should go to the front area.
- If assistance is needed, use the speakerphone to call for help.
- Only as many staff as are needed should remain to avoid crowding the area.
- That staff person should speak calmly, make eye contact and state the behaviour that is not being tolerated (for example: the yelling, the profanities, etc...).
- If the client persists in being abusive or disruptive, he or she should be asked to leave.
- If the client refuses to leave, he or she should be informed that the police will be contacted.
- Where you feel that there exists the threat of physical harm or imminent danger, 911 can also be called.

#### During a Meeting

- Use the intercom to page the Receptionist, or another staff member for assistance.
- If you are concerned about your personal safety, leave the area to seek assistance.
- The client should be notified that his or her participation at the event cannot continue. He or she should be asked to make another appointment, or participate in another session, if appropriate.
- The client is to be escorted to the door.
- If the client persists in being abusive or disruptive, he or she should be asked to leave.
- If the client refuses to leave, he or she should be informed that the police will be contacted.
- Where you feel that there exists the threat of physical harm or imminent danger, 911 can also be called.

#### In the Office

- Staff should consider the placement of their desks, so as to create a clear exit path.
- Staff should leave their doors open if they feel uncomfortable, or anticipate a problem.
- Staff should notify the Receptionist, or another staff member when they believe that there is the potential for a problem.

#### In The Centre

- During regular business hours, including over the lunch period, a staff person should never be alone at the Centre.

- When the Centre is closed, staff must keep the door locked. No one is to be invited in.
- At the end of the workday, each staff person is responsible for ensuring that he or she locks the door.
- Where you feel that there exists the threat of physical harm or imminent danger, alert others by yelling, “Danger leave the building”. Staff should ensure that everyone leaves the premises by using one of the exits. Dial 911 from outside the building.

**Personal Threats**

Any employee that receives a personal threat of any kind must report the incident to the Executive Director immediately, even if the staff person does not believe that the threat will be acted upon.

## Incident Reports

In any case where an individual is injured, or suspected of sustaining an injury while on the premises in which <AGENCY> provides service, an incident report shall be completed by the person(s) witnessing the event or accident in which the injury or suspected injury occurred.

If a person is injured without a witness present, the staff person to whom the injury is reported shall complete the report. The report shall be completed in full; changes to the report will be crossed out and initialled rather than erased.

Any injuries to <AGENCY> staff are required by law to be reported to the Workplace Safety Board within seven (7) days from notice of occurrence. Such reports are filed by the Executive Director, who shall be informed both verbally and in writing of any injury within (72) hours of its occurrence.

The Executive Director is required to complete a WSIB “Form 7” whenever a work-related injury has occurred to an employee and has caused the employee to:

- Be absent from regular working hours.
- Assume lighter duties.
- Earn less than regular pay.
- Obtain healthcare.

Healthcare includes treatment by a medical doctor, surgeon, optometrist, chiropractor, dentist, hospital emergency, skilled nursing care, etc.

A report shall be completed where eyeglasses, dentures and or artificial appliances are damaged while being worn in a work related accident.

The Centre will keep a record of all first aid details.

## Gifts

Employees shall endeavour not to accept personal gifts or service from the following parties:

- Clients
- Funders
- Employers participating in programs
- Politicians

No employee shall gain personal benefit or advantage from any of the above listed parties. Employees shall discourage parties from presenting gifts and encourage them instead to make a donation to the Centre. Small gifts (plants, food etc) should be donated to the centre and shared amongst staff.

If a gift is received, the employee shall advise the Executive Director and discuss how to proceed.

If an employee feels it appropriate to provide a gift to any of the above parties, the employee must make a request to the Executive Director.

## **Media Relations**

Media relations are, by extension, public relations. Because of the broad impact a media item can have on the public and on <AGENCY>, all inquiries from media shall be directed to the Executive Director.

An employee may only participate in a <AGENCY>-approved media event if he/she has received permission prior to the appearance from his/her supervisor with the concurrence of the Executive Director.

Employees must not accept any fee for taking part in a radio/TV performance or any other media event to which she/he was invited and given approval by the Executive Director as a direct result of his/her position or field of knowledge derived as an employee of <AGENCY>.

If however, for any reason a fee is paid, it must be made payable to <Agency>.

Where a cheque is made payable to an employee, he/she must decline acceptance and request that said cheque be made payable to the agency and will be deemed to be a donation to the <AGENCY>.

## **Conflict of Interest**

Each employee and volunteer is in fiduciary relations with <AGENCY> and is under an obligation to act in the utmost good faith towards <AGENCY> in his/her dealings with it or on its behalf. No volunteer or employee shall place him/herself in a position where there is a potential for conflict between his/her duties as a volunteer or employee and his/her other interest. A conflict will be deemed to exist where a volunteer's or an employee's actions fall within the definition of conflict of interest as detailed below. Where contracts with funders stipulate conflict of interests terms, the more stringent the <AGENCY> policy or contractual terms shall apply.

A conflict of interest exists where a <AGENCY> employee or volunteer, through his/her actions or through his/her involvement with the organization has either:

- The potential, real or perceived, for direct or indirect pecuniary advantage, whether for him/herself or for related individuals.
- The potential, real or perceived, for compromising the best interests of the organization

### **Volunteers**

Where a volunteer, either on his/her own behalf, or while acting for, by, with or through another is in any way directly, or indirectly interested in an existing or proposed contract, transaction or arrangement with <AGENCY> or who otherwise has a conflict of interest and is present at <AGENCY> meetings where the matter is the subject of consideration, he/she:

- Shall, prior to any consideration of the matter at the meeting, disclose his/her interest.
- Remove him/herself from the meeting while the matter is being considered.
- Shall not attempt in any way whether before, during or after the meeting to influence the voting on any such question.

Where a volunteer is not present at a meeting but whose actions may potentially violate this policy, they must:

- Disclose in writing to the President of the Board, the nature and extent of such interest so that determination can be made as to whether a conflict of interest does exist.
- Shall not attempt in any way to influence those deciding on the awarding of the contract, transaction or arrangement that is the subject of the conflict.

### **Staff**

Where an employee, either, on his/her own behalf or while acting for, by, with or through another:

- Has any pecuniary interest, direct or indirect, in an existing or proposed contract, transaction or arrangement with <AGENCY>.
- May benefit or appear to benefit from the use of information not available to the public that has been acquired during his/her official duties at <AGENCY>.
- May operate a business or service that competes or conflicts with <AGENCY>'s services or otherwise has the potential for being perceived as an extension of <AGENCY> service, or who otherwise;
- Has a conflict of interest with <AGENCY>.

The employee shall immediately disclose in writing through the line of reporting, to the Executive Director the nature and extent of such interest so that determination can be made as to whether a conflict of interest does exist.

### **Exceptions**

The Board of Directors may consider and allow the declared conflict of interest of staff and volunteers to continue where the contract or arrangement provides obvious benefits to <AGENCY> and where reasonable attempts have concluded that it is unlikely that any other party can provide this advantage to <AGENCY>. Where such an arrangement is made, <AGENCY> shall monitor it for the life of the arrangement to ensure that the foregoing conditions continue to be satisfied.

## Appendix A - Forms

### LEARNING OPPORTUNITY REQUEST FORM

(Please attach information about the learning opportunity, including cost.)

EMPLOYEE NAME: \_\_\_\_\_

DATE OF REQUEST: \_\_\_\_\_

WORKSHOP/COURSE TITLE: \_\_\_\_\_

ORGANIZATION OFFERING PROGRAM: \_\_\_\_\_

DATE(S) AND TIME(S) OF EVENT/COURSE: \_\_\_\_\_

	EMPLOYEE REQUEST	EXECUTIVE APPROVAL	DIRECTOR
<b>IMPACT ON WORK</b>	<input type="checkbox"/> Direct <input type="checkbox"/> Indirect Please attach your reasons.	<input type="checkbox"/> Direct <input type="checkbox"/> Indirect <input type="checkbox"/> Not related to current work.	
<b>COST OF EVENT</b>	Total Cost is \$ _____ I am requesting _____% reimbursement.	Approved amount: \$ _____	
<b>MATERIALS</b>	Expected total cost \$ _____ I am requesting \$ _____ reimbursement.	Approved amount: \$ _____	
<b>TIME... Choose one...</b>	<input type="checkbox"/> I request that the time spent be considered part of my regular scheduled hours Time requested: _____ <input type="checkbox"/> I request paid leave from work to attend Time requested: _____ <input type="checkbox"/> I will be attending on my personal time	Time approval:	

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director's Signature

\_\_\_\_\_  
Date