

**CCGSD HR Policy  
Manual - Employee  
Handbook**

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## INTRODUCTION

The following document is sorted into six main categories: *About Us*, *Workplace Standards & Practices*, *Leave & Departure*, *Performance & Discipline*, and *Confidentiality & Employee Property*. The Board of Directors (herein “Board”) is responsible for maintaining the procedures and systems that support human resource management. The Executive Director (ED) is accountable for the development and implementation of these policies. Managers are responsible for human resource management within their teams.

This manual is to be used as reference to ensure consistency in the application of these practices. Clarification or questions about the contents of this manual should be directed to the Board.

## ABOUT US

The Canadian Centre for Gender and Sexual Diversity (CCGSD) promotes a world free from discrimination. We accomplish this primarily through offering workshops and day-long programming for students and teachers across Canada.

### Mission

We create a [diverse] world without discrimination by: Empowering the 2SLGBTQQIA+ community through education, research and advocacy.

### Values

We are committed to the following values: Diversity, intersectionality, education, social justice, feminism, [mutual] empathy and compassion, decolonization.

### Mandate

The CCGSD is a national organization that supports collaboration between all provinces, territories, and nations of people. This support comes in the form of educational and arts-based initiatives, research, and resources for schools and communities. These initiatives range from a full day of workshops to weeklong training forums with integrated yearlong projects as part of its deliverables. Additionally, our Youth Advisory Committee facilitates complementary programs through our grants, awards, and scholarships to recognize the work already being done in Canada.

### Statement of Philosophy

The CCGSD wishes to maintain a work environment that fosters personal and professional growth. Although maintaining such an environment is the responsibility of all employees, managers/supervisors play an especially crucial role.

Responsibilities include:

- Foster cooperation and communication among each other
- Treat each other in a fair manner, with dignity and respect
- Promote harmony and teamwork in all relationships
- Strive for mutual understanding of standards for performance expectations, and communicate routinely to reinforce that understanding
- Encourage and consider opinions of other employees or members, and invite their participation in decisions that affect their work and their careers

- Encourage growth and development of employees by helping them achieve their personal goals at the CCGSD and beyond
- Seek to avoid workplace conflict, and if it occurs, respond fairly and quickly to provide the means to resolve it
- Administer all policies equitably and fairly, that individual performance should be recognized and measured against predetermined standards, and that each employee has the right to fair treatment
- Recognize that employees in their personal lives may experience crisis and show compassion and understanding

## WORKPLACE STANDARDS & PRACTICES

### Employment Equity

As an equal opportunity employer, we employ staff regardless of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, gender, sex, sexual orientation, age, marital status, family status or disability. To ensure fair and equitable treatment for all, special consideration is taken for individuals who have traditionally been disadvantaged in employment, such as women, visible minorities, indigenous people, and people with disabilities.

### *Recruitment and Selection*

All employment opportunities at CCGSD are posted for a minimum ten (10) working day period. They are posted on CCGSD's website and on the websites of affiliated organizations. Occasionally, they are posted on employment websites or with an employment agency. Applications are encouraged from current employees but will be screened in the same manner as applications received from outside applicants.

Applicants are invited to submit their application, along with a current resumé, demonstrating that they meet the minimum criteria for the position being sought. At the closing date, all applications are screened, and candidates selected for the interview are contacted. If the interview is positive, references will be contacted. Depending on the feedback provided, a position may be offered to the applicant.

### *Nepotism*

No candidate shall be hired for a position where they may report to or supervise a member of their immediate family. Immediate family is defined as: parent(s), step parent(s), foster parent(s), sibling(s), grandparent(s), spouse (including common law and/or same sex partner), step child(ren) or ward of the staff member, father-in-law or mother-in-law (including parent of same sex partner). Personal relationships with other employees, members of Board, or Committees should be disclosed prior to accepting any offer from the employer. Failure to disclose this information would be considered contradictory to the [Global Conflict of Interest policy](#).

### Diversity Policy

CCGSD's commitment to justice and diversity, we aim to provide accessible services to all people in need, without regard to race, ancestry, place or origin, colour, ethnic origin, citizenship, creed, gender, sexual orientation, age, marital status, same-sex partnership status, family status, or disability.

To ensure our services are free of barriers, employee diversity is an integral part of the CCGSD's business practices. Individual differences of all employees/volunteers are respected and valued. Fair and equitable

treatment will apply to all aspects of employment. To this end the CCGSD will actively remove barriers to ensure that each person has equal access to the benefits of employment.

Pro-active accommodation at work will be provided, where necessary and reasonably practical, to provide ways that support the employee's dignity, worth and productivity, or to hire or retain qualified employees disabled through either injury or illness, or otherwise belonging to groups protected under the applicable Human Rights Code. There may be specific positions, where we will post that applicants with certain qualifying lives experiences will be given greater consideration for joining the CCGSD.

### *Policies*

The CCGSD will be free of structures or actions that oppress, exclude, limit, or discriminate. CCGSD policies, procedures and standard practices will be in compliance with applicable Human Rights legislation. Fair and equitable treatment will apply to all aspects of employment including, but not limited to, recruitment, selection, placement, training and development, promotion, compensation, benefits, termination, and the work environment.

### *Discrimination*

Discrimination is defined as any action, behaviour, or attitude, whether in- or un-intentional, which negatively affects, or could negatively affect, the employment of an employee or volunteer. Discrimination that is prohibited can be intentional and direct, or can take the form of indirect, unintentional, or "systemic" discrimination.

### *Barriers*

Barriers generally fall into three areas: attitudinal/behavioural, procedural, and physical. Barriers prevent people from maximizing their contribution to the CCGSD. Things such as white supremacy, heteronormativity, ableism, and ageism are examples of potential barriers.

### *Work Accommodation*

Work accommodation is any modification made to the way in which an individual works that enables that person to fulfill the essential job tasks for their assigned position. Modifications may be temporary or permanent. Please see page 30 for more information.

### *Reasonably Practical*

Efforts to accommodate an employee will be deemed to be reasonably practical based on several factors. Things that should be considered include funding, undue hardship, health and safety requirements, and cost. Business inconvenience and third-party preferences are not considered.

### *Reasonable Accommodations*

In order to discharge its obligations under this policy, the CCGSD will make all reasonable efforts to accommodate the particular needs of employees and volunteers, subject to operational requirements. This may require a letter from a medical provider. Such initiatives may include, but are not limited to:

1. The modification of job tasks and/or the physical workplace to accommodate for temporary and permanent physical disabilities

2. The modification of work hours  
Religious Holiday Exchange: An employee may be permitted to exchange a religious holiday with any current non-statutory holiday where appropriate work accommodations can be arranged. Consultation with Human Resources is required
3. Paid and unpaid family leaves
4. Education and workshops aimed at improving our understanding of diversity and social justice

*Note:* The CCGSD has an obligation to provide early return to work opportunities for those disabled as a result of a workplace injury or illness. The employee also has an obligation to cooperate and actively participate in their own recovery and return to employment, where practical. For more information, employees are to speak to their HR Representative.

### *Management Responsibilities*

It is the responsibility of management to ensure that all policies, practices, guidelines and/or procedures do not permit in- or un-intentional (systemic) discrimination, and on an ongoing basis, to review and assess these policies, practices, and environments to ensure they are free of barriers and biases. In doing so, supervisors and managers will make every effort to ensure that their volunteers and employees are reflective of the communities in which our services are provided.

### *Vulnerable Clients*

Within this inclusive framework, the CCGSD will make special efforts to involve and address the special needs of the most vulnerable, including children and youth, refugees, recent immigrants, new Canadians, Indigenous communities, and smaller and remote communities.

The ED is responsible for advising stakeholders, maintaining, monitoring, and revising this policy, and for authorizing exceptions.

Members of the CCGSD Management Team are responsible for applying and implementing this policy in each of their respective areas.

### *Volunteer Screening & Selection Policy*

All volunteers can expect a screening, interview, and selection process that is universal, fair, and accommodating. The CCGSD will screen and select candidates based on their ability to meet the role's requirements and pose minimal risk. Interviews and requirement requests will be conducted as per the labour and human rights legislation in Ontario.

### *Responsibility of Volunteers*

All information provided in the application is complete and accurate. If required for the role, volunteer candidates will provide references and complete any orientation and training necessary.

### *Responsibility of Supervision*

It is the responsibility of the ED and the Board to determine a standardized application process and form that will be updated yearly and followed by all potential volunteers and staff. Volunteer supervisors will determine if a role requires further documentation, such as a Vulnerable Sector Check and/or references (if references are requested, they must be contacted). Appropriate interview questions will be developed by the employee in charge of recruiting volunteers. Interview and requirement requests will follow the labour and human rights legislation in Ontario. Lastly, it is the responsibility of everyone involved in the screening process to determine if the applicant is suited to the role.

Feedback from volunteers will be collected after the beginning of their engagement to assess the efficacy of the screening process.

## Initiation of Employment

### *Orientation*

All new employees will receive an orientation session that encompasses an overview of general policies, procedures, and operations. Management's expectations of employees will also be reviewed during orientation. This handbook and the Office Procedures Manual will be given to employees. It is expected that they will learn its content and review any additional policies provided.

There will be a folder labelled Orientation, which contains all key documents needed. Bamboo HR is the new HR portal for the CCGSD and should be used to upload all HR documents including: contract, employee information sheet, direct deposit sheet, etc.

### *Employee Classifications*

Positions will be classified as Administrative, Management, or Program Specific. This designation will be determined by the ED and is based on the duties assigned, and qualifications required for each position. It should be noted that Management positions are not covered by the Hours of Work and Overtime provisions of the Employment Standards Act (O. Regulation #285).

### *Employee Duties*

Attached to an Offer of Employment is a description of the job and the associated responsibilities, along with any additional tasks possibly required. This document will be used to evaluate performance both during the probation period and after. If an employee is unsure of its contents, they should not hesitate to ask for clarification.

If it is necessary to amend an employee's job description this will be discussed with the employee in advance. However, the final decision will be made by management.

### *Personnel File*

An employee's personnel file includes their resumé, letter of information, performance reviews, amendments to job descriptions, disciplinary notices, tax forms, copies of enrolment forms for benefits, and approved leave requests. This information will be kept secure and will only be accessible to the employee and the ED. This information is stored on Bamboo HR or at the Bonini and Associates office.

### *Probation*

The first six months of employment are probationary. During this period skill level and potential concerns will be observed. Within the first 90 days of probation employment may be terminated by the employee or employer for any reason, with or without cause, and without notice or payment in lieu of notice as per the Employment Standards Act of Ontario. During this time the employee and employer will assess suitability for employment. At the completion of the probation period, the employee and employer shall meet and review progress to date. At this time probation will end, be extended for an additional six months, or employment will end.

## Hours & Salary

### *Annual Salary*

Salaries will be commensurate with experience of the successful candidate (determined by the ED based on budget considerations). The organization shall pay employees on a biweekly basis, minus deductions payable in accordance with the Employer's standard payroll practices. These payroll practices may be



changed at the Employer's sole discretion. Currently, payday occurs every second Friday. Pay stubs must be submitted by the end of day Friday, or there is no guarantee payroll is processed on time. Payroll is processed by an external bookkeeper with separate timelines and clients.

### *Hours of Work*

Regular office hours for full-time staff are 9AM to 5PM, Monday to Friday (inclusive, excluding holidays), with core operational hours being from 9AM to 3:30PM. During core hours, it is expected that most staff will be available. All employees are expected to work 7.5 hrs/day exclusive of an unpaid break of 0.5hrs. Employees are also expected to work other hours as required. Employees hired on a part time basis will have schedules determined on a case by case basis.

Employees must notify their supervisor two weeks prior to planned days away from the office. Unplanned absences must be reported to the employee's supervisor as soon as could reasonably be expected. At the discretion of the ED, employees may be allowed to work from home for a certain amount of time.

### *Statutory Holidays*

The Province of Ontario has 12 public holidays and other days for which staff must be paid. They are: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

The ED reserves the right to close the office between Christmas and New Year's. This will be reviewed annually and depend on operational requirements. Non-statutory days will be unpaid unless taken as vacation or time in lieu.

### *Overtime*

Overtime must be authorized by the ED in advance of being worked. Between 37.5 and 44 hours/week employees will not receive time in lieu. Over 44 hours/week, time in lieu of pay will be given at 1.5 times the regular non-overtime rate of pay. Please refer to the time in lieu contract for more information. This time must be used within 12 months of being earned and be approved by the Employer. Managers and Supervisors are exempt from overtime provisions of the ESA (Ontario regulation #285).

If travel is part of the employee's job, or could be reasonably expected to occur, overtime is not given when an employee departs or arrives home on a non-workday. Travel that is exceptional to the employee's normal duties may qualify as overtime at the discretion of the ED.

Any overtime worked and not taken in lieu will be paid out in the event that the employee leaves CCGSD for any reason.

### *Benefits*

See [insurance company benefits package](#). This process is available after 3 months of working at CCGSD and is approximately 50\$ per single applicant and 90 for couples. It is deducted through each bi weekly pay cheque and CCGSD pays 60% of the employee premiums.

## LEAVE & DEPARTURE

### Leave

#### *Anticipated Absenteeism*

For absenteeism that is foreseen (i.e., vacation), employees must give 48 hr notice in advance of the absence. This is to ensure that accommodations can be made so that your project continues while you are absent. Please edit your Google Calendar to reflect these absences.

Employees may work 3 hrs. from home with permission from their supervisor. Longer periods may be approved in extenuating circumstances.

#### *Unanticipated Absenteeism*

When an absence (i.e., sick days) has not been planned in advance, an employee must inform their supervisor as soon as possible by email and phone.

#### *Vacation Time and Vacation Pay*

Vacation will accumulate on the basis of 0.85 days/month to a maximum of 10 days/calendar year and will be paid on the basis of 6% of wages earned in the previous 12-month period during which vacation time is earned. Employees may only carry five days from the previous year forward and must take these days within the first 90 days of the new year.

#### *Sick Leave*

Sick leave can be used for personal illness, personal medical appointments, and visits to specialists. Full-time employees will be entitled to nine days of sick leave/calendar year accumulated on the basis of 0.75 days/month. Employees working less than full-time will receive accumulated sick time proportionate to the number of hours they work. A maximum of three days of sick leave may be carried forward to the next calendar year. Any additional sick leave accumulated will be forfeit. Moreover, sick leave will not be paid out upon termination of employment for any reason. Furthermore, since sick leave has no cash value, employees may not use more than they have accumulated, without the express written permission of the ED.

The Employer reserves the right to request information with respect to limitations, restrictions, and prognosis if deemed necessary to any request for paid or unpaid sick leave. The employer also reserves the right to request a doctor's note for absences of three days or longer.

#### *Compassionate Leave*

Up to three working days are granted on the occasion of a death in the staff member's immediate family. Immediate family is defined as: parent(s), step parent(s), foster parent(s), sibling(s), grandparent(s), spouse (including common law and/or same sex partner), step child(ren) or ward of the staff member, father-in-law or mother-in-law (including parent of same sex partner).

Additional compassionate leave may be granted at the discretion of the ED. These requests should be discussed in person with the ED and followed by a written submission.

#### *Jury Duty*

Employees will be allowed up to two weeks paid time off for jury duty. After that, employees will be asked to continue jury duty without pay. Any compensation, covering the first two weeks, received from the court system shall be surrendered to the Organization. A copy of the notice to serve should be provided for inclusion in the employee's personnel file.

### *Disability Leave*

Short-term disability is not currently covered; however, employees have the option to apply for EI Benefits for medical reasons. After a wait period of 120 days, long-term disability is covered through Sunlife Assurance Company. To access this coverage, please contact the office manager.

### *Maternity, Parental, and Adoptive Leave*

Maternity/Parental/Adoptive and other government supported Leave shall conform to the provisions of the ESA. The full period of the leave is granted without pay. CCGSD will issue a Record of Employment on commencement of leave which allows the employees to make claims for EI Benefits. When the employee returns to work, employment is guaranteed in a similar position at the same salary level. Every attempt will be made to return employees to a position of equal responsibility on return from leave status; however, there are no guarantees the exact position left will be available on return. During the full period of leave, vacation and sick leave shall continue to accumulate. During the period of the leave the employee may retain coverage under the group medical, dental and extended health plans, and the full premium costs of all benefits will be paid by CCGSD.

### *Unpaid Leave*

Employees may take unpaid leave with the written consent of the ED. During periods of unpaid leave, medical, dental, life and AD&D coverage shall continue to be paid by the employer, vacation shall continue to accrue, and seniority shall be maintained. Every attempt will be made to return employees to a position of equal responsibility on return from leave status; however, there are no guarantees the exact position left will be available on return.

## **Departure**

### *Termination for Cause*

An Employment Contract may be terminated by the Employer at any time for cause, without notice or payment in lieu of notice, or severance pay whatsoever, except payment of outstanding wages, overtime, and vacation pay to the date of termination. Causes include, but are not limited to, any act of dishonesty, conflict of interest, breach of confidentiality, harassment, insubordination, or careless, negligent or documented poor work performance.

### *Termination without Cause*

In the case that an Employment Contract is terminated by the Employer, the Employer must provide provision of notice or payment of notice. If applicable, an additional week's notice or payment in lieu of notice for every year of completed service (severance pay) to a maximum of 16 weeks. This notice includes statutory and common law entitlements to notice or payment in lieu of notice. Upon satisfaction of these requirements, the Employer will have satisfied all obligations to the employee under the ESA or common law.

### *Resignation*

After completion of the first 90 days of the probationary period, employees must give the Employer thirty days' notice of resignation. The Employer may waive the resignation notice period in whole or in part at any time by providing payment of regular wages for the period so waived.

### *Layoff*

Operation requirements are subject to change based on workload and the funding levels received on an annual basis. All efforts will be made to keep staff in a position similar, in scope and salary, to that they have become accustomed to. If the organization is unable to do this, then employees will receive one week notice for each year of service, as required by the Ontario Labour Code. For employees who have a

minimum of six years of service, this amount will be augmented by one week of severance pay (or equivalent notice) for each year of service.

## PERFORMANCE & DISCIPLINE

### Performance

#### *Performance Appraisals*

Performance review documents will be a living document for each employee. It is the responsibility of each employee to create a work plan for the year. This plan will be viewed by management and amended as necessary. At the time of the performance appraisal, the employer and employee will review the objectives and the results achieved. Throughout the year, the employee and employer may refer to this document to track progress made toward objectives, highlight areas of concern, and indicate challenges identified along the way.

Performance reviews will occur each fiscal year near the end of March. To prepare for this meeting employees should draft a work plan for the coming year. In this meeting, the successes and challenges experienced by the employee will be reviewed to establish the objectives for the coming year. This is also an opportunity for either party to recommend professional development that will assist the employee in their day to day work or growth within the organization. Once complete, both parties will sign the document and it will be transferred to the employee's personnel file.

#### *Professional Development*

At the discretion of the ED, employees may be able to attend conferences, courses, seminars, and meetings, identified through annual work plans and performance reviews, which may be beneficial to the employee's professional development. If these opportunities are directly related to the employee's position, or are suggested by the ED, then CCGSD will cover the cost of registration, course materials, and some travel expenses.

If CCGSD has agreed to pay for a course the fees will be paid on evidence of successful completion. If CCGSD sponsors a course (or courses) and the employee departs CCGSD within a year of completion, the course fees will become repayable in full. Additionally, CCGSD encourages members to attend up to two webinars/month to continue their growth and knowledge of CCGSD programming and community members.

#### *Professionalism*

When representing CCGSD, staff should dress (professional and respectful) and behave (no excessive profanity) appropriately. Additionally, phones should only be used for non-work purposes during breaks and lunch. At all other times it must be turned off.

#### *Office Productivity & Amount of Work*

When an employee finishes their work faster than expected they should report to management to be given another task. It is the team leader and employee's responsibility to ensure that everyone has work to do in order to meet the CCGSD's goals.

#### *Social Networking Policy*

The Internet should be used only for work purposes during your working time. Social networking sites may be used as it pertains to your job or during breaks. All content viewed must be office appropriate.

### *Photography Policy*

We ask that you refrain from taking any inappropriate or non-professional photographs while working. If you do take a photograph with your personal cell phone or other camera for the blog, website, or for other CCGSD purposes, please ask for permission from the person of whom you are taking the photograph.

### *Discipline*

Under normal circumstances discipline will identify unsatisfactory performance and/or unacceptable behaviour in three stages: (1) verbal reprimand, (2) written reprimand, and (3) dismissal. At stage one, use of Office Solution form and/or meeting is optional. In stage two, an Office Solution form and meeting are mandatory. For the last stage, employment or volunteer/co-op positions will be terminated. Extreme circumstances (i.e., theft, assault, or willful neglect of duty) may not require all three steps. All discipline will be documented and included in the employee's personnel file.

Failure to comply with the following policies may lead to disciplinary action for volunteers/staff, and removal from CCGSD programs and events for participants.

### *Theft*

Theft will result in a discussion with your direct supervisor, and possible termination of employment/co-op placement.

### *Drugs Policy*

The possession or use of prohibited drugs (as per Federal and Provincial laws) by any adult or youth member at a CCGSD activity will require that individual to leave the activity immediately. In the case of youth participants, parents will be advised of the reason for such action. Police will be advised in any case of suspected illicit possession and/or use.

The use of cannabis in provincially-regulated workplaces is prohibited in most cases. However, it is an employer's duty to accommodate certain employees with the use of cannabis in the workplace, up to the point of undue hardship. This includes employees who are prescribed medical cannabis to treat a disability or medical condition. CCGSD operates on a system of self-identification, where we ask employees to flag this if it could be a potential issue during the workday.

The duty of an employer to accommodate medically-prescribed cannabis needs to be reconciled with the Occupational Health and Safety Act (OHSA) requirements for maintaining a safe workplace. Additionally, employers are barred from imposing a zero tolerance policy on employees who choose to consume cannabis at work. However, a prescription for medicinal cannabis does not mean an employee is able to consume cannabis during or immediately before work. Lastly, employers do not have an absolute right to conduct mandatory drug testing in the workplace, and the ability to do so depends on a variety of factors.

### *Alcohol Policy*

Due to the CCGSD's responsibility to youth, their parents/guardians, and others, volunteers/staff are prohibited from consuming alcohol during CCGSD programs and activities. Minors are not permitted to consume alcoholic drinks at CCGSD meetings, activities, or any other function they attend as a representative of CCGSD. When caring for minors, under the age of 18, a sober mind is legally required unless medically prescribed. An absence of this is a legal and insurance related liability.

With the approval of the ED, alcoholic drinks may be consumed in moderation, by those legally allowed to do so. Typical circumstances where this may be allowed is a CCGSD formal function where accepted convention would normally permit the serving of pre-dinner drinks and table wines with meals.

### *Workplace Violence & Harassment Policy*

See [Appendix H](#) (violence) and [Appendix I](#) (harassment).

## **CONFIDENTIALITY & EMPLOYER PROPERTY**

All employees of the CCGSD must keep confidential any and all information they acquire during the course of their employment that would reasonably be considered to be personal or confidential. These professional obligations are covered in an employee contract and also in the CCGSD confidentiality policy. This includes, but is not limited to:

- Personal information concerning CCGSD event participants;
- Personal information concerning all employees of the CCGSD;
- Confidential information obtained from third parties;
- Confidential information about matters under consideration by CCGSD administration or the CCGSD Board of Directors;
- Confidential information concerning the business or operations of the CCGSD
- Content of tenders and other contractual negotiations; and
- Details of business operations, financial matters and other confidential records of businesses which deal with the CCGSD.

To ensure that information remains confidential, the CCGSD will develop procedures to collect, store, and allow access to personal and confidential information (keeping with the requirements of appropriate legislation). Furthermore, CCGSD will provide employees with direction concerning the appropriate release of information that they may encounter during the course of their employment.

Any person who knowingly, recklessly, or negligently releases personal or confidential information without appropriate authority may be subject to disciplinary action up to and including termination of the employment contract.

- \* No person shall disclose such information unless such disclosure is required within the course of employment.
- \* Information covered by this policy shall include information that is written or unwritten or stored electronically.
- \* Subject to legislation and regulations, any personal or confidential information shall be released only as required in the necessary course of employment and only by those persons authorized to release such information.
- \* An employee shall make his or her best efforts to ascertain whether or not release of information is authorized, and if uncertain shall direct the inquiry to the ED or the Board.
- \* All volunteers who may have access to confidential or personal information shall be provided with a copy of this policy and shall be required to adhere to its requirements as a condition of being a volunteer.

- \* All contractors who may have access to confidential or personal information shall be provided with a copy of this policy and shall be required to adhere to its requirements as a condition of their contract.
- \* All supervisors shall ensure that all employees, volunteers, and contractors covered by this policy shall be provided with a copy of this policy prior to commencing employment or duties with the CCGSD and shall sign an [acknowledgement of review](#) of this policy.

### IT Information Storage & Security

Storage devices provided to employees by CCGSD as well as the contents of these devices are property of CCGSD. Company equipment should be used for company business only during normal working hours. Downloading personal materials on company equipment is prohibited. If personal devices are used for CCGSD work, the information related to the CCGSD's work remains property of the CCGSD and must be returned and/or deleted upon termination of employment, or at the written request of either the ED or the Board.

**All files related to program administration or evaluation which includes: contracts, pdfs, receipts, word files, excel files etc, should be stored on the google cloud. This allows for easy transfer of a project or to allow for collaboration on a project. These files should be organized in an appropriate folder fashion.**

### Employer Property

Upon termination of employment for any reason, all items created or used by the employee will remain and be considered the exclusive property of the Employer at all times. These items include, but are not limited to, computers, reports, manuals, literature, and confidential information. Employer property must be surrendered to the ED, in good condition, promptly and without being requested to do so.

### Intellectual Property

Any intellectual property, such as trademarks, copyrights, and patents, as well as any work created by an employee in the course of employment at CCGSD shall be the property of CCGSD. The employee is deemed to have waived all rights in favour of CCGSD. Work, for the purpose of this policy refers to written, creative, or media work. All source material used in presentation or written documents must be acknowledged.

### Gifts

If presenters and staff are given gifts as a thank you, they must turn the gift over to management. Gifts will be used as resources for the organization, as silent auction items, or for office supplies.

## APPENDIX A: TRAVEL & REIMBURSEMENT POLICY

Approved by Board of Directors: March 20, 2019

Revised by Board of Directors: N/A

### 1. Purpose

The Board of Directors of the Canadian Centre for Gender and Sexual Diversity (CCGSD) recognizes that board members, officers, employees, contractors or volunteers (“**Personnel**”) of CCGSD may be required to travel or incur other expenses from time to time to conduct organizational business and to further the mission of CCGSD. The purpose of this Policy is to ensure that (a) adequate cost controls are in place, (b) travel and other expenditures are reasonable and appropriate, and (c) to provide a uniform and consistent approach for the timely reimbursement of authorized expenses incurred by Personnel. It is the policy of CCGSD to reimburse only reasonable and necessary expenses actually incurred by Personnel when travelling on business. When incurring business expenses, CCGSD expects Personnel to:

- a) exercise discretion and good business judgment with respect to those expenses; and
- b) report expenses, supported by required documentation, in a timely manner.

### 2. Expense Report

Expenses will not be reimbursed unless a written report of the expense(s) are submitted to the Office Manager (an “**Expense Report**”). The Expense Report, which shall be submitted within two weeks of the completion of travel, must include:

- a) the name of the individual requesting reimbursement;
- b) the date, destination and purpose of the trip, including a description of each business-related activity participated in during the trip;
- c) an itemized list of all expenses for which reimbursement is requested;
- d) the name and affiliation of all people for whom expenses are claimed (i.e., people on whom money is spent in order to conduct CCGSD’s business); and
- e) the appropriate budget code into which the expense *has already* been entered (when the expense is program-related) or will be entered by the Office Manager (when the expense is non program-related).

### 3. Receipts

Itemized receipts (not a credit card receipt or statement) are required for all expenses submitted for reimbursement and shall be attached to the Expense Report. Receipts are also required for all travel related expenses incurred directly by CCGSD such as airfare and hotel expenses.

**Since we are now working remotely, these receipts are to be organized in the google drive. There should be a shared folder labelled \*Receipts 2020-2021\* and for future fiscal years.**

### 4. Pre-Approval Requirements

All trips within Canada involving air travel or overnight accommodation must be pre-approved before expenses are incurred and before CCGSD is committed in any way. For travel expenses estimated to be under \$500 per trip, verbal approval shall be obtained from the Office Manager. For travel expenses estimated over \$500, written approval shall be obtained from the Office



Manager. For travel expenses estimated to be under \$1,500 per trip, such pre-approval shall be obtained from the Office Manager.

For travel outside of Canada, or travel expenses estimated to be over \$1,500 per trip, such pre-approval shall be obtained from the Executive Director or President. In determining whether to grant approval for Personnel travel, the Office Manager Executive Director, or President, as the case may be, will consider the ways in which CCGSD or its Personnel will benefit from the travel and weigh those benefits against the anticipated costs of travel.

Exceptions include programming with large travel expenses, whereby Personnel shall submit estimated travel expenses in advance and obtain pre-approval from the Office Manager, the Executive Director or President, as applicable.

## 5. Personal Travel Expenses During Multi-City Travel

In the event that Personnel must travel to multiple locations in a short period of time and a weekend or holiday falls between the dates of expected travel and/or the Personnel elects to take vacation days, the CCGSD will provide hotel accommodation for that employee on those dates, provided that those accommodation expenses are equal to or less than the aggregate of the expense of a return flight to Ottawa plus the subsequent flight to the next location, less the travel expenses to be incurred from travel from the initial location to the second location.

For example, if an employee is working in Calgary on a Friday, and is required to be in Vancouver on the following Monday, CCGSD will pay for hotel accommodation expenses that are equal to or less than the return flight to Ottawa from Calgary (TRAVEL A), and departing flight from Ottawa to Vancouver (TRAVEL B), less the cost of travel from Calgary to Vancouver (TRAVEL C).

As an equation: HOTEL ACCOMMODATION AMOUNT + TRAVEL C ≤ TRAVEL A + TRAVEL B

## 6. Lost Receipts

In the event of a lost receipt, Personnel may request reimbursement based on copies of their bank or visa statements. In the case of a lost receipt for cash payment, Personnel may sign a statement outlining the amount spent, on what and how the receipt was lost to be reimbursed if it is approved by a manager. However, the Office Manager, Executive Director or President, as the case may be, reserves the right to refuse to reimburse such requests, particularly where the Personnel has exhibited a pattern of losing receipts.

## 7. Air Travel

Air travel reservations should be made as far in advance as possible in order to take advantage of reduced fares. CCGSD will reimburse or pay only the cost of the lowest coach class fare actually available for direct, non-stop flights from the airport nearest the individual's home or office to the airport nearest the destination. Exceptions include no more than one layover if the layover is cost-beneficial for the CCGSD. When travelling with Air Canada, Personnel shall book the standard fare class.

## 8. Rail Travel

Rail travel reservations must be made through Via Rail and is required for travel within or to the provinces of Ontario and Quebec, unless a) time constraints do not permit rail travel OR b) air

travel is less expensive OR c) rail travel is unavailable in the area of the provinces to which the staff person must go. Any time that a staff person travels via air rather than rail within or to the provinces of Ontario and Quebec, it must be approved by the Executive Director or President. CCGSD will reimburse or pay only the cost of the lowest economy class fare actually available.

## 9. Accommodations

Personnel traveling on behalf of CCGSD must make reservations through hotel.com or Airbnb. If reservations through these low-cost options are unavailable, the Personnel will work with their direct supervisor to find reasonably priced accommodations. Convenience, the cost of staying in the city in which the CCGSD business will occur, and proximity to other venues on the Personnel's itinerary shall be considered in determining reasonableness. Personnel shall make use of available corporate and discount rates for hotels. "Deluxe" or "luxury" hotel rates will not be reimbursed, except in the case of elective room-sharing by staff members. Should staff choose to share accommodations, it must be pre-approved by a supervisor.

## 10. Meals/Per Diems

Personnel traveling on behalf of CCGSD are reimbursed for the reasonable and actual cost of meals (including tips) subject to a maximum per diem meal allowance of \$45 (\$10 breakfast, \$15 lunch and \$20 dinner) per day. Per diems may not be used for alcohol and cannot be claimed when food is provided at a conference or event. In addition, reasonable and necessary gratuities that are not covered under the per diem may be reimbursed.

## 11. Ground Transportation

Employees are expected to use the most economical ground transportation appropriate in the circumstances and should generally use the following, in this order of desirability:

- a. **Courtesy Cars:** Many hotels have courtesy cars, which will take you to and from the airport at no charge. The hotel will generally have a well-marked courtesy phone at the airport if this service is available. Employees should take advantage of this free service whenever possible.
- b. **Airport Shuttle or Bus:** Airport shuttles or buses generally travel to and from all major hotels for a small fee. At major airports such services are as quick as a taxi and considerably less expensive. Airport shuttle or bus services are generally located near the airport's baggage claim area.
- c. **Uber/Lyft:** Uber and Lyft are the preferred mode of individual travel. Tips are not necessary in these cases and will not be covered by CCGSD. All electronic receipts must be submitted.
- d. **Taxis:** When the foregoing options are not available, a taxi is often the next most economical and convenient form of transportation when the trip is for a limited time and minimal mileage is involved. A taxi may also be the most economical mode of transportation between an individual's home and the airport.
- e. **Rental Vehicles:** Pre-approval, in writing, from the Office Manager is required to rent a vehicle while travelling. The cost of a rental vehicle must be demonstrated to be less costly than alternative methods of transportation.

## 12. Personal Cars

Personnel are compensated for use of their personal vehicles when used for CCGSD business at a rate of \$0.57/km. In the case of Personnel using their personal vehicles to take a trip that would normally be made by air or rail, i.e., Ottawa to Toronto, mileage will be allowed at the currently approved rate; however, the total mileage reimbursement will not exceed the sum of the lowest available round trip coach airfare unless it is a case of group travel and/or CCGSD product transportation.

### 13. **Parking/Tolls**

Parking and toll expenses, including charges for hotel parking, incurred by Personnel traveling on CCGSD business will be reimbursed. The costs of parking tickets, fines, car washes, valet service, etc., will not be reimbursed. On-airport parking is permitted for short business trips. For extended trips, Personnel should use off-airport facilities.

### 14. **Entertainment and Business Meetings**

Reasonable expenses incurred for business meetings or other types of business-related entertainment will be reimbursed only if the expenditures are pre-approved by the Executive Director or President. Detailed documentation for any such expense must be provided, including:

- a) date and place of entertainment;
- b) nature of expense;
- c) names, titles and corporate affiliation of those entertained;
- d) a complete description of the business purpose for the activity including the specific business matter discussed;
- e) vendor receipts (not credit card receipts or statements) showing the vendor's name, a description of the services provided, the date, and the total expenses, including tips (if applicable); and
- f) alcohol, provided that the alcohol expenditure amount must be pre-approved by a supervisor.

### 15. **Non-Reimbursable Expenditures**

CCGSD maintains a strict policy that expenses in any category that could be perceived as lavish or excessive will not be reimbursed, as such expenses are inappropriate for reimbursement by CCGSD. Expenses that are not reimbursable include, but are not limited to:

- a) travel insurance;
- b) where accommodations have been arranged by CCGSD and Personnel elects to stay elsewhere, reimbursement is made at the amount no higher than the rate negotiated by CCGSD and there shall be no reimbursement for transportation between the alternate accommodations and the meeting site;
- c) limousine travel;
- d) movies, liquor or bar costs (see exception on alcohol at business meetings, above);
- e) membership dues at any country club, private club, athletic club, golf club, tennis club or similar recreational organization;
- f) participation in or attendance at golf, tennis or sporting events, without the advance approval of the Executive Director or President;
- g) purchase of golf clubs or any other sporting equipment;

- h) spa or fitness expenses;
- i) clothing;
- j) business conferences and entertainment which are not approved by the Executive Director or President; and
- k) toiletries.

#### **16. Prepayment: Company Credit Card or Petty Cash**

Personnel must make a reasonable effort to ensure that all travel expenses are paid prior to departure. The credit card is available through the Office Manager and Executive Director for accommodation, air fare, and rail expenses, as well as per diem and other expected expenses in certain cases. Staff may also request an advance of per diem and expected expenses through petty cash; however, if appropriate receipts are not provided, staff will be required to repay the expenses (unless a good faith statement is approved by a supervisor/manager).

#### **17. Programming Expenses**

When preparing an honoraria form for programming, please submit it to the Office Administrator ASAP, as the standard rate for preparing a check (acquiring two signatures) is 2-4 days. This process should include a consultation with the Office Manager, especially if the honoraria is higher than expected program costs but is crucial towards the quality of the programming.

#### **18. Review of Policy**

This policy will be reviewed at least every two years and recommendations for amendments will be considered by the Board of Directors

\* For the expense reimbursement form, kilometer reimbursement form, honoraria form, and per diem reimbursement form, consult Office Procedures Manual Appendices B, C, D, and E respectively.

#### **19.**

## APPENDIX B: GLOBAL CONFLICT OF INTEREST POLICY

*Approved by Board of Directors: May 29, 2020*

*Reviewed by Board of Directors: N/A*

### Purpose

To avoid conflicts of interest or their appearance and to promote fairness in the workplace.

### Scope

This policy applies to regular, supervisory, and management staff, directors (Board members) and members of CCGSD.

### Definitions

When used in this policy, the following terms have the following meanings:

**“Conflict of Interest”** or **“COI”** means a situation in which a person has a private or personal interest sufficient to influence, or appear to influence, the objective exercise of their official duties to CCGSD. There are three types of Conflicts of Interest:

1. Actual conflicts of interest which arise where there is a real conflict between the public duties and private interests of an individual;
2. Potential conflicts of interest which arise when an individual has private interests that could conflict with their public duties (this refers to circumstances where it is foreseeable that a conflict may arise in future and steps should be taken now to mitigate that future risk); And
3. Perceived conflicts of interest which arise when a third party or members of the public form the view that the private interests of an individual could improperly influence their decisions or actions, now or in the future.

For clarity, a Conflict of Interest arises in any situation where the duty of an individual to act in the best interests of CCGSD and, in the case of Directors, to adhere to the Director’s fiduciary duties, is compromised or impeded by any other interest, relationship, or duty of the Director. A Conflict of Interest also includes circumstances where the Director’s duties to the organization are in conflict with other duties owed by the Director such that the Director is not able to fully discharge the fiduciary duties owed to the organization.

**“Discloser”** means any individual who provides a verbal and/or written report about a Conflict of Interest situation to a Disclosure Officer.

**“Disclosure Officer”** means any individual to whom disclosures of Conflicts of Interests may be made.

**“Executive Committee”** means the Secretary, Treasurer, Vice-President, or President of the Board of Directors of CCGSD.

### Interpretation of Conflict of Interest

It is crucial to see a COI as a situation and not an accusation. Being in a COI is not the same as being corrupt and pointing out that someone is in a COI is not the same as accusing them of bias or lack of integrity.

Conflict of Interest is not about one sole factor such as money; it is about the presence of multiple factors, or any factor, that a reasonable person might think is likely to bias a decision maker's judgment.

### Examples of Conflict of Interest Situations

The following are examples of conflict of interest situations for illustration purposes only and are not intended to be a complete or exhaustive list:

1. A supervisor/manager/director supervises a friend to whom they rent an apartment.
2. A manager hires a fellow congregant from a close-knit, 50-member church that is their primary social and spiritual circle.
3. A manager supervises an employee whose family employs the manager's wife.
4. A consensual romantic and/or sexual relationship between two (or more) individuals covered under this policy with a non-hierarchical professional relationship.
5. A consensual romantic and/or sexual relationship between two (or more) individuals covered under this policy with a hierarchical professional relationship.
6. An individual with *related* decision-making responsibilities has a personal interest in a proposed contract with the nonprofit organization.
7. An individual with *related* decision-making responsibilities has an interest in a proposed contract because they are an employee or stakeholder in the organization with which the nonprofit is contracting.
8. A director has an interest in a proposed contract because they are also a director for the organization with which the contract is proposed.

### Disclosure of a Conflict of Interest (Competing Interests)

Disclosures of competing interests must be made immediately. Disclosers should make such disclosures verbally to their supervisor or manager. In the case of a director or a member of CCGSD, the verbal disclosure should be made to the entire Board of Directors.

Following the initial verbal disclosure, if the entity receiving the disclosure concurs that a Conflict of Interest exists, the disclosure must be made in writing, via email, by the Discloser to that same entity, within one week from the initial verbal disclosure. That email should include:

1. The full name of the individual with a potential Conflict of Interest;
2. The entity to whom the verbal disclosure was made (if applicable);
3. What the Conflict of Interest is; and
4. How that Conflict of Interest might affect CCGSD and/or their CCGSD work.

Once written disclosure is made, the discloser will receive a confirmation of receipt from the entity who received the disclosure along with guidance and/or regulations on how that particular Conflict of Interest should be handled. Examples of such guidance and/or regulations include, but are not limited to:

1. Do not participate in the final decision-making process for any decisions relating to the Conflict of Interest situation.
2. Remove yourself from all discussions relating to the Conflict of Interest.
3. Do not participate in committee meetings related to the Conflict of Interest.
4. In the case of directors and members of CCGSD, do not vote on matters related to the Conflict of Interest.

If you wish to contest the guidance and/or regulations you have received, please email the Executive Committee of the Board of Directors with the following information:

1. The initial email sent by you;
2. The response you received; and
3. An explanation as to why you believe that the policy has been incorrectly applied.

The Executive Committee may take the following steps (though they are not required to take all of these steps in every situation; however, they may take one or more of them):

1. Review the subject of the disclosure and the response received;
2. Interview the initial decision maker;
3. Interview the Discloser; and/or
4. Interview the individual(s) involved in the potential or actual Conflict of Interest situation.

The Executive Committee will issue a decision in writing. This decision will be final.

### **Third-Party Reporting of Conflict of Interest (Competing Interests)**

If you believe that an individual is in a Conflict of Interest situation that has not yet been reported, or you believe that an individual is in a potential Conflict of Interest situation, please report that situation to the Office Manager, Executive Director, or a member of the Executive Committee. Please include the following information:

1. Your name;
2. The full name of the individual with a potential or actual Conflict of Interest;
3. Description of the situation in which a Conflict of Interest may have occurred;
4. Description of any previous reporting on that particular Conflict of Interest, if any;
5. If you have previously reported a potential or actual Conflict of Interest situation to a Disclosure Officer: a. The name of the Disclosure Officer to whom you reported;
6. Any known steps taken by yourself\* and/or the Disclosure Officer to address the potential or actual Conflict of Interest;
7. An explanation as to why the steps previously taken are unsatisfactory.

*\*Disclosers should not attempt to remedy a Conflict of Interest situation by themselves or without appropriate reporting and guidance from a Disclosure Officer.*

An explanation or decision will be returned in writing, in accordance with this policy. If that response is not to your satisfaction and you believe the policy was applied incorrectly, please email the entire Executive Committee with the following information:

1. A copy of the initial email sent by you;
2. A copy of the response you received;
3. An explanation as to why you believe the policy has been incorrectly applied; and
4. How you would suggest we move forward, in accordance with the policy.

The Executive Committee may take the following steps (though they are not required to take all of these steps in every situation; however, they may take one or more of them):

1. Review the subject of the disclosure and the response received;
2. Interview the initial decision maker(s);
3. Interview the Discloser; and/or
4. Interview the individual(s) involved in the potential or actual Conflict of Interest situation.

The Executive Committee will issue a decision in writing. This decision will be final.

### **Conflicts of Interest Related to Directors (Board Members)**

There are a number of Conflicts of Interest that may arise, and many have already been set out in this policy and in the CCGSD bylaws. However, the following situations tend to arise most often with the roles of Directors (these situations may apply to other individuals as well and these situations are not an exhaustive list; please follow the disclosure process if you believe you are or someone else is in one of the following, or similar, situations):

#### ***Transacting with the Organization***

When a Director transacts with the organization directly or indirectly. When a Director has a material, direct or indirect, interest in a transaction or contract with the organization.

#### ***Interest of a Relative***

When the organization conducts business with suppliers of goods or services or any other party of which a relative or member of the household of a Director is a principal, officer, or representative.

#### ***Gifts***

When a Director or a member of the Director's household or any other person or entity designated by the Director accepts gifts, payments, services or anything else of more than a token or nominal value from a party with whom the organization may transact business (including a supplier of goods or services) for the purposes of (or that may be perceived to be for the purposes of) influencing an act or decision of the Board.

#### ***Acting for an Improper Purpose***

When Directors exercise their powers motivated by self-interest or other improper purposes. Directors must act solely in the best interest of the organization. Directors who are nominees of a particular group must act in the best interest of the organization even if this conflicts with the interests of the nominating party.

#### ***Appropriation of Organization Opportunity***

When a Director diverts an opportunity or advantage that belongs to the organization, for the Director's own use or benefit.

#### ***Duty to Disclose Information of Value to the Organization***

When a Director fails to disclose information that is relevant to a vital aspect of the organization's affairs.

#### ***Serving on the Board of Other Organizations***

A Director may be in a position where there is a conflict of "duty and duty." This may arise



where the Director serves as a Director of two organizations that are competing or transacting with one another. It may also arise where a Director has an association or relationship with another entity. For example, if two organizations are both seeking to take advantage of the same opportunity. A Director may be in possession of confidential information received in one boardroom or related to the matter that is of importance to a decision being made in the other boardroom. The Director cannot discharge the duty to maintain such information in confidence while at the same time discharging the duty to make disclosure. In this situation, the Director cannot act to advance either organization's interests, must remove themselves from discussions relating to the Conflict of Interest, and must forego any participation in the final decision-making process related to the Conflict of Interest situation.

### **Consensual Personal (Romantic and/or Sexual) Relationship Conflicts of Interest**

In all types of organizations, it is recognized that personal relationships occur. Individuals in relationships with colleagues, whether that colleague is in a subordinate position to them or not, will not face disciplinary action as a result of such relationships. This comment is particularly important as we recognize the smaller size of and higher incidences of trauma among the 2SLGBTQIA+ communities. As such, we do not intend to "police" the people working at CCGSD and their personal relationships with each other.

However, disclosures of consensual personal (romantic and/or sexual) relationships are necessary in order to manage Conflicts of Interest and potential sexual harassment complaints.

### **Disclosure of Consensual Personal (Romantic and/or Sexual) Relationship Between Individuals in a Non-Hierarchical Relationship**

Disclosure of such relationships are unnecessary unless and until one of the following situations is true:

1. The relationship has been ongoing for a period of two months (whether casual or serious);
2. One of the individuals is offered a change in position within the organization, and by virtue of that change, a hierarchical professional relationship develops between them; or
3. The individuals share a dwelling.

The initial disclosure may be done verbally; however, within one week of such disclosure, confirmation in writing must be completed by all parties to the relationship and such written confirmation must be submitted to the appropriate Disclosure Officer (see disclosure options below).

### **Disclosure of Consensual Personal (Romantic and/or Sexual) Relationship Between Individuals in a Hierarchical Relationship**

Disclosure of such relationships must occur within one week of that relationship forming.

The initial disclosure may be done verbally; however, within one week of such disclosure, confirmation in writing must be completed by all parties to the relationship and such written confirmation must be submitted to the appropriate Disclosure Officer (see disclosure options below).

### **Disclosure Options**

Initial disclosures of any kind of potential Conflict of Interest may happen:

1. In-person;
2. Via telephone or video conference;

4. Via email; or
5. Via text message.

### Disclosure Officers

Disclosures should be made to the direct manager(s) of the individuals involved in the potential Conflict of Interest. If there is unease about disclosing to that direct manager, or if that direct managers, in fact, one of the individuals involved in a relationship being disclosed, one level of management may be skipped, and disclosures may be made to a member of the Executive Committee of the Board of Directors.

For disclosures of consensual personal romantic and/or sexual relationships, following initial verbal disclosures, all parties to the relationship should email the following notice to their direct manager(s) and/or Disclosure Officer within a one-week period:

*SUBJECT: Consensual Workplace Relationship*

*Dear Manager/Supervisor,*

*I hereby disclose that XXX and I are in a consensual (romantic and/or sexual) relationship. I agree that I have entered into this relationship without coercion. I agree that I will not pursue CCGSD for damages should the relationship fail. I understand that from this date forward, CCGSD will consider the relationship consensual unless I inform them otherwise.*

*I agree to follow instructions regarding any conflict of interest that may arise from my relationship with XXX and, if I disagree with those instructions, I will follow the **Global Conflict of Interest Policy** guidelines to contest those instructions and will accept the outcome of that process.*

*Sincerely,*

*First Name Last Name*

### Privacy

Declarations of consensual personal relationships can be made in confidence. Relevant persons in an organization should only be engaged when a Conflict of Interest arises, and the particular services of those relevant persons are required to manage the Conflict of Interest. Representatives of the employer involved in a matter raised under this policy must respect the privacy of personal information provided and the sensitivity of the matters raised. Disclosure of personal information should be limited to a strict need-to-know basis.

Disclosure Officers should be aware of their obligations under relevant anti-discrimination, personal information, and privacy legislation and should seek legal advice in order to understand and comply with those obligations.

Given the sensitive nature of information about an employee's relationship status, disclosure to colleagues is not mandatory. Where the relationship is between employees within the same area of the organization, such that professional interactions are common, the advantages and disadvantages of the employees disclosing their relationship to their colleagues should be considered. Steps the individuals involved in a relationship can take to limit the relationship's impact on the work environment include but

are not limited to avoiding public displays of affection in the workplace and keeping discussions of personal matters outside of the office.

All efforts will be made to keep the details of personal consensual relationships private and confidential. However, due to the small number of management staff and the level of involvement of the Board of Directors in the day-to-day operations of CCGSD, sharing the disclosure and management of Conflict of Interest declarations among management staff and Board of Directors will likely be necessary.

### Following Disclosure

After a potential Conflict of Interest or consensual (romantic and/or sexual) relationship is disclosed, each of the following must occur, in no particular order:

1. A collaborative discussion with the direct manager(s)/supervisor(s) of the individual(s) to identify risks and potential impacts;
2. A collective identification of specific Conflicts of Interest that may arise;
3. The appropriate disclosure form or email shall be completed and signed by all relevant parties; and
4. In the specific case of a disclosure of a consensual (romantic and/or sexual) relationship between individuals in a hierarchical relationship: a. One of the following two options must occur: (i) the subordinate employee remains in their current role and reports to an alternative supervisor or manager (e.g. instead of the Museum Project Manager, report directly to the Office Manager, if appropriate); OR (ii) the subordinate employee reports to one higher level of management, that is to say: the employee reports directly to their manager's manager (e.g. instead of the Executive Director, report to a member of the Executive Committee); AND
5. The Board of Directors shall be informed of the disclosure and the alternative management arrangements.

### Third-Party Reporting of Conflict of Interest (Personal Romantic and/or Sexual Relationship)

If you believe that a consensual (romantic and/or sexual) relationship has resulted in a Conflict of Interest situation, please report that to the Office Manager, Executive Director, or a member of the Executive Committee. Please include the following information:

1. Your name;
2. The full name(s) of the individuals involved in a potential or actual Conflict of Interest;
3. Description of the situation in which a Conflict of Interest may have occurred;
4. Description of any previous reporting on that particular Conflict of Interest, if any;
5. If you have previously reported a potential or actual Conflict of Interest situation to a Disclosure Officer:
  - a. The name of Disclosure Officer to whom you reported;
  - b. Any known steps that have been taken by yourself or the Disclosure Officer to address the potential or actual Conflict of Interest; and
  - c. An explanation as to why the steps previously taken are unsatisfactory.

*\*Disclosers should not attempt to remedy a Conflict of Interest situation by themselves or without appropriate reporting and guidance from a Disclosure Officer.*

An explanation or decision will be returned in writing, in accordance with this policy. If that response is not to your satisfaction and you believe the policy may be applied differently, please email the entire Executive Committee of the Board of Directors with the following information:

1. A copy of the initial email sent by you;
2. A copy of the response you received; and
3. An explanation as to why you believe the policy has been incorrectly applied.

The Executive Committee may take the following steps (though they are not required to take all of these steps in every situation; however, they may take one or more of them):

1. Review the subject of the disclosure and the response received;
2. Interview the initial decision maker(s);
3. Interview the Discloser; and/or
4. Interview the individuals involved in the potential or actual Conflict of Interest situation.

The Executive Committee will issue a decision in writing. This decision will be final.

You may disagree with decisions made under this policy but airing those disagreements directly with the parties involved could be construed as harassment, and possibly result in disciplinary action. See CCGSD's Policy on Harassment and Workplace Violence for more information.

### Sources

<https://www.schnader.com/blog/addressing-romantic-relationships-in-the-workplace-through-a-conflict-of-interest-policy/>

[https://oodp.ca/media/woocommerce\\_uploads/Board-Conflict-of-Interest-Policy-Sample.pdf](https://oodp.ca/media/woocommerce_uploads/Board-Conflict-of-Interest-Policy-Sample.pdf)

<https://chrismacdonald.ca/resources/conflict-of-interest-a-basic-coi-toolkit/>

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[https://oodp.ca/media/woocommerce\\_uploads/Board-Conflict-of-Interest-Policy-Sample.pdf](https://oodp.ca/media/woocommerce_uploads/Board-Conflict-of-Interest-Policy-Sample.pdf)

<https://chrismacdonald.ca/resources/conflict-of-interest-a-basic-coi-toolkit/>

## APPENDIX C: ACCOMMODATION POLICY & PROCEDURES

*Approved by Board of Directors: May 29, 2020*

*Reviewed by Board of Directors: N/A*

### Policy Statement

CCGSD is committed to fostering an inclusive workplace where all employees are treated with respect and dignity.

CCGSD will act in a manner consistent with its obligations under the Canadian Human Rights Act and the Employment Equity Act.

CCGSD will provide a workplace that ensures equal opportunity free from discrimination based on race, colour, national or ethnic origin, religion, age, sex (includes pregnancy or child-birth), sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability (includes mental or physical disability, disfigurement, and dependence on alcohol or a drug), or conviction for an offence for which a pardon has been granted or a record suspended.

CCGSD will provide workplace accommodation, to the point of (but not including) Undue Hardship (as defined below). The purpose of accommodation is to ensure that individuals who are otherwise able to work are not discriminated against by being excluded from doing so when working conditions can be adjusted without causing Undue Hardship to the employer.

### Application

This policy applies to all current employees and applicants for employment of CCGSD, including full and part-time, casual, contract, permanent, and temporary employees. This policy also applies to employees on approved leave including short and long-term disability leave.

This policy applies to all aspects of employment including, but not limited to, recruitment, selection, training, promotion, transfers, work arrangements, compensation and benefits, and termination of employment.

### Definitions

An “**Inclusive Workplace**” means that all employees have the opportunity to contribute and participate in the workplace in a barrier-free environment. Critical to the notion of an inclusive workplace is a robust accommodation policy.

“**Accommodation**” means taking steps to adjust rules, policies, practices or situations that have a negative impact on an individual or groups protected under the Canadian Human Rights Act.

“**Undue Hardship**” occurs when accommodation adjustments to the workplace would be prohibitively expensive or create undue risks to health or safety. Each situation will be viewed as

unique and assessed individually. A claim of Undue Hardship must be supported with facts and a detailed analysis of options; impressionistic or speculative reasons will not suffice.

The following are examples where accommodation could cause Undue Hardship:

1. The nature of CCGSD's work is program delivery. For folks who hold such positions, Undue Hardship includes reputational damage due to the repeated cancelling/rescheduling of workshops/conferences/programs.
2. Financial loss for the organization due to multiple absences or incomplete work.
3. Quality issues in workshop/conference/program development (can be caused by the lack of collaboration between coordinators or not keeping up with the approaches of other programs).
4. Accommodations that could pose a safety risk to other staff members or volunteers (including Board and management).
5. Significant impacts to organizational operations:
  - a. CCGSD's programs are led by coordinators with specific expertise in their general area (e.g. Intimate Partner Violence, Sports Inclusion); however, approaches to workshops and information sharing among staff is integral for the success of all of our programs. Staff must be able to work from the office a minimum of 2 days per week.

## Responsibilities and Expectations

Accommodation is a shared responsibility between employees, supervisors, and CCGSD, as the employer.

CCGSD is responsible for:

1. eliminating barriers that prevent people from accessing, or being included in, the workplace;
2. minimizing the need for individual accommodation by regularly reviewing rules, policies, by-laws, and practices to ensure that they are not discriminatory;
3. ensuring that all employees and job applicants are advised of their right to be accommodated;
4. dealing with requests for accommodation in a timely, confidential, and sensitive manner;
5. providing individual accommodation to the point of (but not including) Undue Hardship; and
6. ensuring that this policy is effectively implemented.

Supervisors are responsible for:

1. fostering an inclusive work environment by treating all employees and job applicants with respect and dignity;
2. identifying and eliminating barriers that prevent people from accessing, or being included in, the workplace;
3. dealing with requests for accommodation in a timely, confidential, and sensitive manner;
4. informing individuals requiring accommodation of the information they need to provide to be accommodated;
5. generating accommodation options based on the information provided about the individual's accommodation need(s);
6. involving individuals requiring accommodation in the search for accommodation; and
7. initiating a discussion about accommodation when they are aware that an employee or job applicant may need accommodation but is unable, for any reason, to articulate that need.

Employees and job applicants are responsible for:

1. making their accommodation needs known. This does not require the disclosure of the specific cause of their needs but only the effects that create the need for accommodation;
2. helping to identify potential accommodation options;
3. providing documentation in support of their request for accommodation, including information about any restrictions or limitations; and
4. accepting an offer of accommodation that meets their needs, even if it is not their preferred accommodation option.
5. Employees and job applicants can expect:
6. to be treated with respect and dignity;
7. to have their needs accommodated up to the point of (but not including) Undue Hardship; and
8. to be informed of the reason(s) if their accommodation request is denied.

## Procedures for Accommodation

### *Job Applicants*

When contacted for an interview, job applicants will be advised that CCGSD has an accommodation policy and asked whether they require accommodation to participate in the hiring process.

The Executive Director or Office Manager will evaluate the job applicant's request for accommodation and may request more information from the applicant to facilitate the accommodation.

If a request for accommodation is denied, the reason(s) why will be clearly communicated to the job applicant.

### *Employees and Supervisors*

An employee may request accommodation by notifying their direct manager. Alternatively, accommodation needs may be identified through supervisor and employee collaboration in response to concerns raised by the supervisor.

The supervisor will document the request, including the employee's name, position, and date of the request, any details provided by the employee, and any accommodation options suggested by the employer or employee.

The supervisor may request supporting documentation from the employee in order to identify accommodation needs and options (i.e. details of restrictions or limitations).

When dealing with an accommodation request based on disability, the supervisor should refer to Annex A which provides guidance on asking for medical information to support the accommodation request. The supervisor will consider accommodation options including, but not limited to, workstation adjustments, reassignment of job tasks, changes to scheduling or hours of work, leaves of absence, and temporary or permanent reassignment.

The supervisor will discuss available accommodation options with the employee. The accommodation preferences of the employee will be taken into account. However, the supervisor may proceed with an option that is less costly or easier to provide, where doing so meets the employee's accommodation needs. The supervisor will clearly communicate the reason(s) for their decision to the employee.

The supervisor will review the accommodation measures with the employee on a regular basis to confirm that the accommodation measures continue to be necessary and effective.

If the available accommodation options raise the likelihood of causing undue hardship, the supervisor will refer the matter to the Board of Directors for a final decision.

A designated member of the Board of Directors will ensure that all accommodation options short of Undue Hardship have been considered prior to refusing accommodation. If a request for accommodation is denied, the designated member of the Board of Directors will clearly communicate the reason(s) why to the employee.

## Appeals

If an employee or applicant has been denied accommodation and is not satisfied with the accommodation offered or believes that their request has not been handled in accordance with this policy, they may request a second opinion from a second designated member of the Board of Directors. An employee or applicant may also file a discrimination complaint with the Canadian Human Rights Commission.

## Privacy and Confidentiality

All records associated with accommodation requests will be maintained in a secure location, separate from employees' personnel files, and will only be shared on a need-to-know basis.

CCGSD and all individuals involved in the accommodation process will comply with the requirements of the Personal Information Protection and Electronic Documents Act (PIPEDA), as may be amended from time to time, to protect personal information as defined therein.

## Review

The Executive Director and the Board of Directors will review this policy and related procedures on an annual basis, or as required, and will make adjustments as necessary to ensure that it continues to meet the needs of all employees and applicants of employment of CCGSD.

## Enquiries

Enquiries about this policy and related procedures can be made to the Office Manager.

Date last updated: [Month, day, year]

## Annex A

### *Consider whether medical information is required*

Over the course of our lives, many of us will need workplace accommodation at some point. Healthy workplaces are built on mutual trust. Employers should exercise restraint in requesting medical information to support an accommodation request.

For example, if an employee's accommodation request is obviously required to meet their disability or pregnancy-related need, employers should not ask for a doctor's note or letter. Additionally, it is obvious that an employee who uses a wheelchair will need automatic door openers, elevators and/or ramps to access the workplace. Similarly, a woman in late stage pregnancy will require more washroom breaks.



Good accessible design improves the work environment for everyone. The employee with a broken leg or employees who are carrying something in their arms will also benefit from automatic door openers and access to elevators, for example.

### *Gather and consider the relevant medical information*

To appropriately accommodate an employee's disability, the employer may require information from a medical professional about the employee's accommodation needs.

Employers must keep in mind that requesting medical information for the accommodation process requires the balancing of two competing rights: (1) the employer's right to manage the workplace and (2) the employee's right to privacy.

When asking for medical information to support an accommodation request, employers must use the least intrusive means possible to obtain the medical information required to support such a request and must respect the employee's privacy rights. In most cases, the necessary medical information can be provided by the employee's doctor or healthcare practitioner. The medical information will allow the employer to make an informed decision about reasonable accommodation options.

Employers need to know:

1. Whether the employee has a disability; and if so
2. What accommodation(s) the employee needs.

### *Provide relevant information to the medical professional*

The employer should provide the medical professional with the following information:

1. Description of the employee's job functions and responsibilities;
2. The employee's work schedule; and
3. Any other relevant information that is particular to the workplace.

### *Ask the medical professional for information (see Annex B for a template letter to request information)*

The employer should ask the following questions:

1. Does the employee have a disability that requires accommodation?
2. What accommodation(s) does the employee require? For example: are there any restrictions or limitations to the performance of the job?
3. What is the employee's prognosis?
4. If the employee is off work, are there specific recommendations for accommodation that will facilitate a safe and successful return to work?
5. Are there any restrictions related to travel to and from the office? Is inclement weather a factor that needs to be considered as part of the accommodation?

**\*\*Employers are rarely entitled to the employee's diagnosis\*\***

It is the employee's responsibility to ensure that their healthcare practitioner and their supervisor can communicate with each other.

Medical information may come in various formats – from a hand-written note to a formal report. Based on the information provided, the employer should be able to determine whether the employee:

1. Is able to perform the essential duties of their position with appropriate accommodation;
2. Needs to move to a different position due to their accommodation requirements; and
3. Needs to be off work, and if so, for how long.
4. Once the medical information has been provided, the employer has the primary responsibility for accommodating the employee.

### *Include the employee in the accommodation process*

The employee has a duty to cooperate in the accommodation process. This can include attending appointments as scheduled, providing complete and accurate information to the medical professional, and providing the employer with the relevant medical information obtained (unless such information is sent directly to the employer).

The employee has the final say on whether their medical information can be released.

The employee has the right to reasonable accommodation – that is, accommodation that meets their needs – but they do not have the right to insist on their preferred accommodation.

### *Exercise caution when requesting Independent Medical Evaluations (IME)*

In certain situations, employers can ask an employee to have their accommodation needs assessed by a medical professional who is not their family doctor or healthcare practitioner. This is called an Independent Medical Evaluation or IME.

**PLEASE NOTE:** employers should exercise caution and seek legal advice before requesting an IME because asking an employee to undergo an IME infringes on their privacy rights.

As with any other medical assessment, the employer is entitled only to the minimal amount of medical information they need to accommodate the employee.

The employer cannot ask for any more medical information from an IME than they can ask from the employee's own doctor or healthcare practitioner. Likewise, the employer should provide the same information that was given to the employee's medical professional to the IME medical professional. Generally speaking, there are four situations when an employer can ask an employee to undergo an IME. Please note, however, that you should ALWAYS obtain legal advice before requesting an IME:

1. When medical information provided by the employee's medical professional is unclear or insufficient, the employer must go back to that medical professional, identify the deficiency, and request clarification. If the information subsequently provided is not responsive, the employer may then consider requesting an IME.
2. When there is a contractual right to request an employee to undergo an IME, provided, for example, in a collective agreement.
3. When there is a legislative requirement in certain industries.
4. When an employee requests the assistance of a specialist.

Good Practices if Requesting an IME:

1. Allow the employee to select the physician from a list of acceptable specialists;
2. Agree in advance to accept the results of the IME;
3. Provide the employee with time off work to attend the IME; and
4. Pay for the cost of the IME.

### ***Exercise caution when removing an employee from the workplace***

Generally, an employee should not be removed from the workplace unless there is medical information to clearly support their removal. However, if an employee has health needs requiring urgent attention, or if they pose a serious risk to the safety of themselves or others, an employer should deal with the removal immediately. An employer should obtain legal advice before removing an employee from the workplace; other agencies or offices may need to be contacted.

## **Annex B**

### ***Letter Template for a Healthcare Practitioner for Employee requiring temporary or permanent accommodations.***

*Note: This letter should be written on CCGSD letterhead. Please ensure that it is appropriately dated and saved in the employee's accommodations request file. This letter should be printed and provided in paper copy to the employee, as well as by email. With the employee's permission, it can be sent by email to the relevant healthcare practitioner.*

*Note: While this is written specifically for Program Coordination staff, details can be changed for administrative/management staff.*

[Insert Date: Day, Month, Year]

Dear [Healthcare Practitioner],

Re: Request for Information to Assess Accommodation Request for [Employee A]

[Employee A] has made a request for accommodation and we require further information from you in order to meet [Employee A]'s needs appropriately.

We do not require any details regarding their diagnosis; however, we would like information regarding accommodations that may support [Employee A] while they perform their specific job duties. Their work obligations include:

1. Workshop delivery [elaborate on specific program requirements];
2. Significant travel (at least twice per month to another city in Canada);
3. At least two days in the office per work week on a permanent basis. Please note that if the employee requires temporary accommodation, we can be flexible with this requirement; and
4. Workday of 9 a.m. to 5 p.m. with appropriate breaks throughout the day, totaling 7.5 working hours per day.

In providing information regarding accommodations that [Employee A] requires, please answer the following questions:

1. Does the employee have a disability or other condition that requires accommodation?
2. What accommodations does the employee require? Are there any restrictions or limitations to the performance of their job?

3. What is the employee's prognosis?
4. If the employee is off work, are there specific recommendations for accommodation that will facilitate a safe and successful return to work?
5. Does the employee require medication or other treatment where side effects may prevent them from fulfilling their work obligations as described above?

Thank you for your time and your diligence in explaining potential accommodation options. [Employee A] is a valued member of our team and we want to ensure that we have all the information we need to ensure they are able to maintain their position and work arrangement.

Sincerely,  
[Manager A]  
[Title]

## APPENDIX D: COVID-19 WORKING FROM HOME POLICY

*Approved by Board of Directors: May 29, 2020*

*Reviewed by Board of Directors: N/A*

### Policy Brief & Purpose

These are unprecedented times and call for unprecedented adaptations. We all need to be on the same page in order to keep the organization afloat. Management is working to keep everyone employed at the same (or increased) level throughout this time of social distancing and potential isolation/quarantine. Because we are funded with public money and outputs are directly tied to our funding, we have to keep working the hours for which we are paid (though flexibility based on need is absolutely going to happen). As such, this policy outlines the basic expectations of both staff and management while we navigate this unknown territory. There is a section that outlines how to go about asking for exceptions and what will be considered.

### Scope

This policy applies to all CCGSD staff, including management, non-management, Ottawa-based and non-Ottawa-based, full-time and part-time. If something is specific to a particular group, it will be indicated in ***bold italics*** within the policy.

### Policy Elements

All CCGSD staff and management **MUST** work from home during this time of uncertainty. In order to facilitate this, the following elements and requirements will be put in place. Note that while we are adapting to this situation, this policy does not mean to suggest that all positions can be remote. In addition to facilitating working from home, programming has been cancelled and there are many elements of everyone's job that are no longer in play. It will not be possible to implement this policy *on a permanent basis*. In accordance with the guidance of public health authorities, once we are permitted to safely return to public spaces and/or the office space, working from home will be subject to CCGSD's regular Work from Home Policy (as well as CCGSD's forthcoming Telecommuting Policy and Accommodations Policy).

### Elements and Requirements

1. All staff and management are required to update and use Todoist consistently in order to track work and program progress.
2. All staff and management are required to update and use their Google Calendar consistently in order to trace work and program progress.
3. Google Chat and Google Hangouts will be made available for all staff and management to use. You will sign into a group chat at the beginning of your day and use status updates to indicate when you are available/unavailable due to your lunch break, a call, a videoconference, video production, etc. You will sign out at the end of your workday. Use Google Chat and Google Hangouts as a way to contact staff members, ask for feedback, etc.

4. All staff and management are required to complete their regular hours. In the case of **full-time staff**, that is 7.5 hours per day, 5 days per week. For **part-time staff**, this varies, but you must complete your contracted weekly hours.
5. **Full-time staff**: Because of the stress of this situation and because there are significant mental health barriers at this time, you may sign in as late as 11 a.m. (please get enough sleep!). If you sign in late, you must ensure that you work for 7.5 hours or your contracted number of hours for that day. We recognize that there will be some days where that is not possible for various reasons and are willing to be understanding, but if a regular pattern emerges wherein this flexibility is being taken advantage of, disciplinary action will be taken. If you need extended breaks, for example, working from 7 a.m.- 11 a.m. and then 2 p.m. - 5:30 p.m., that is fine provided that you let your manager know.
6. **Full-time staff**: If you will have difficulty signing in before 11 a.m., please let the Executive Director or Office Manager know via email or by texting/calling the office phone (which is in the Executive Director's possession at this time). As such, you should be working for 7.5 hours between 7 a.m. and 7 p.m. If you are in a situation, for example, where you are a caregiver for a dependent or a sick person, please communicate that situation to the Office Manager or Executive Director so that we can help you work from home successfully.
7. **Part-time staff**: Please set and stick to a weekly schedule based on your contracted number of hours. If a change needs to be made, please contact the Executive Director or Office Manager through email or by calling the office telephone (which is in the Executive Director's possession).
8. Staff Meetings: All staff will attend weekly staff meetings via Zoom Media (with the exception of the Museum Project Manager) in order to check in with each other and management. Management will coordinate these meetings.
9. **Ottawa-based staff**: You are entitled to a CCGSD laptop to work from home. If you do not have one, the delivery of a laptop to you can be arranged.
10. Please use your judgment when videoconferencing. Staff meetings, of course, are less formal (pajamas are, in fact, acceptable!); however, when video conferencing with external stakeholders, please try to have a professional appearance and background. Please try to find a quiet space for online meetings and remember to use MUTE when you are not speaking!
11. Ensure that all meeting requests have clear communications information: appropriate Zoom link, Google Hangouts link, phone number, etc.
12. Please aim to respond to requests made in Google Chats/Hangouts from colleagues within 1 hour of receipt of the request, during times when your status is shown as Available. Even if that answer is "I cannot address that right now; please send me an email with details" or "let's set up a meeting to discuss." At a minimum, please try to acknowledge the request.
13. **Non-management**: Please try to respond to stakeholders and staff/management non-urgent requests within 24-48 hours of receipt by email. Please try to connect directly via phone or videoconference for urgent requests.
14. **Management**: Please try to respond to stakeholders and staff/management non-urgent requests within 48-72 hours of receipt of email. Please try to connect directly via phone or videoconference for urgent requests.

15. All staff and management should follow up on requests sent that have not received a response within the timeframes outlined above. **NOTE:** This does not mean that your request will be complete within those timeframes, merely that the request will be acknowledged and added to the recipient's to-do list within those time frames. As usual, timelines should be suggested and negotiated based on the schedule of both the person requesting something and the person responding to the request.
16. Specifics for Todoist usage (to be continued during regular office work as well):
  - a. Overall team productivity is tracked and measured through Todoist. Please be sure to keep your project management up-to-date and schedule and check off tasks, accordingly, including time spent on each.
  - b. Help your colleagues and management team understand your priorities on your to-do list by labeling task Priority. Assigners will use this same tool to indicate their priorities for your program/workload. Use ["Blocker"] for the highest priority tasks you need completed in order to move your own work forward. Feel free to follow up with task assigners or assignees on any questions or relevant information you have for your tasks.
  - c. Todoist should be updated at the end of each workday as Daily Reports are being done.

### Exceptions and Flexibility

1. We want to remind you that it is acceptable to take sick and vacation days if you feel the need to take some time for yourself.
2. The Board will consider requests for additional paid sick leave (up to 2 days per month of quarantine) on a case-by-case basis. Please do not abuse this policy; only take these sick days if you need them.
3. Your mental health is important. If you need additional mental health support at this time, please reach out to your direct manager and they will do their best to help you find what you need affordably (if money is an issue, we may be able to provide financial support).
4. Communication is key! Please communicate fully and openly with each other and your direct supervisor.
5. If you find that your workload is too much, please let your direct manager know. There are programs that have had to be postponed or cancelled and staff previously working on those programs might be able to help.
6. If you find that your workload is too light for the hours you are expected to work, please let your direct manager know. Your colleagues may need support, and there is a significant amount of help needed in the areas of fundraising and policy work.
7. Let the Executive Director or Office Manager know if you need any technology or office equipment to help you work from home, including headsets and microphones. CCGSD laptops have a webcam and a speaker/microphone; however, if you are experiencing issues with these, please let your direct manager know and they will try to get you additional hardware. Please take care of anything you borrow and return it to the office in the same condition that it was in when you started using it.

8. If you are having issues with your internet connection, please let your direct manager know as soon as possible via telephone. You may use data from your personal phone plan and claim amounts caused by that additional usage. You may also use accrued or extra sick time or vacation days or time in lieu hours and not work the day. If your internet connection is a persistent issue, please let your direct manager know and we will help you problem-solve around the issue.
9. While some internet providers are not charging for data use over the contracted limit, if your provider is and you incur additional charges for data overages, please let your direct manager know and any overuse due to work will be compensated. You will be required to submit reports detailing usage, which will be reviewed prior to reimbursement.

### Tips and Tools for Working through Social Distancing and Self-Isolation

1. Structure your days! Create a morning routine that includes checking into Google Chat and mimic your typical eating/lunch cycles.
2. Move around – have a dance party, walk around the block, feel free to break up work. Take a lunch break! Take 5-10-minute breaks, as usual, throughout the day.
3. Change your clothes! Even from one set of pajamas to another, your body will respond to the change, which will help you focus on work. You can also try wearing casual work clothes and shoes some days.
4. If you can, create a designated workspace in your home. Defining spaces will help you separate work and home life. Ideally, you should have a clean/professional background for work-related videoconferences (can include an empty wall or a wall with paintings/pictures, house plants, etc. If you need to get creative, for example, Calla once did a national interview in front of a clean wall, with her head blocking a child's play kitchen. If it works, it works! Pay attention to lighting. You want enough light so that you do not get tired, but you do not want the sun in your eyes!
5. Turn on email, chat, and text notifications while you are working so you do not miss anything from your colleagues. If you need a block of uninterrupted time and will be offline, please discuss this with your manager.
6. **Non-management:** Request 10-minute check-ins with the Office Manager daily to keep lines of communication open.
7. **Management:** Check-in with each other for 10 minutes daily to ensure you are consistently on the same page.
8. **Executive Director:** Update the President of the Board every week at minimum (preferably more often) on the macro issues facing the office. Request help from the Board of Directors as needed.

### Occupational Health and Safety Related Concerns

1. Working remotely means staff members are responsible for maintaining their own work station. It is recommended that staff stretch regularly and take breaks that prevent that from staying in a seated position for more than 2-3 hours at a time.
2. Stay hydrated and consider checking the moisture level of your place of residence. This can often lead to workers quickly becoming dehydrated when staying at home constantly.
3. Remain in communication with your direct Manager if you need more support, flexibility, or a change of hours. This is uncharted territory for all of us and we must keep communicating.

#### Source

Adapted from: <https://www.wholewhale.com/tips/nonprofit-work-from-home-policy>





## APPENDIX E: PRONOUN POLICY

### Purpose

To ensure the consistent recognition and use of personal pronouns and chosen names communicated by each individual.

### Scope

This policy applies to all programs, staff, clients, students and volunteers.

### Principles

Out of respect for self-determination, we will not assign or define terms centered around an individual's identity for them. We wish to embrace the continuum of gender identity and ensure that our policies and practices reflect the current climate. Gender is fluid, and therefore an individual's chosen identity may change throughout their lifetime. It is our responsibility to hold space for this, and to promote kindness and acceptance of all gender identities in the broader community. Words are important, and allyship requires intentionality and responsibility to respect one another's gender identities.

### Policy

1. All staff documents and programming resources will recognize the importance of self-identifying pronoun(s);
2. Initial meetings and introductions, including those involving community partners, will have as standard practice of including one's chosen pronouns when giving or asking for names;
3. Staff will identify their use of pronouns in their signature blocks;
4. Gender specific programming will develop mechanisms to ensure placement and/or inclusion be based on participant choice;
5. Ongoing attention will be given to being mindful of personal responsibility and accountability with regards to accurate use of name and pronouns. When mistakes are made, acknowledge it, take responsibility for it, and move on;
6. Communication, including, documents, pamphlets, etc. will reflect gender neutral language;
7. Internal staff and client databases will be modified to reflect capacity for changes to chosen name and use of pronouns;
8. Programming feedback will be monitored for comments related to client experience of this policy.

### Procedures

1. To change your preferred name on CCGSD HR forms contact HR. Change of legal name requires official documentation for payroll purposes;
2. CCGSD will make available LGBTQ, transphobia, and Anti Oppressive Practice training;
3. Gender specific programming will have well documented processes for client-choice-based referral/placement;
4. Programming feedback and staff meetings will include space, whether verbal or written, that allows for the voicing of concerns regarding the implementation of this policy;

### Source

This document revised from the YSB official pronoun policy

## APPENDIX F: ACKNOWLEDGEMENT OF POLICIES SIGNATURE PAGE

### Acknowledgment of Policies Signature Page

I, the undersigned, hereby acknowledge and agree that I have been provided with, read, and understand the CCGSD's policies, as it may be amended from time to time. Further, I am aware and I hereby acknowledge that this policy may be found on the **Approved CCGSD Policies** Google Folder should I ever need to consult this policy at a later time, and I hereby acknowledge that I have been given access to that **Approved CCGSD Policies** Google Folder.

I, the undersigned, hereby agree to accept, respect, abide by, and follow the terms and conditions of the CCGSD's policies during my tenure at CCGSD.

FIRST NAME:

LAST NAME:

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POSITION AT CCGSD:

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SIGNATURE:

DATE:

---

WITNESS FIRST NAME:

WITNESS LAST NAME:

---

WITNESS SIGNATURE:

DATE:

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## **APPENDIX H: DUTY OF CARE**

## APPENDIX I: WORKPLACE VIOLENCE POLICY

*Signed or Approved by:*

*Date:*

The management of CCGSD is committed to the prevention of workplace violence and is ultimately responsible for worker health and safety. We will take whatever steps are reasonable to protect our workers from workplace violence from all sources. Workplace violence is defined in OHSA as:

- The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker.
- An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker.
- A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker [subsection 1(1)].

This definition of workplace violence is broad enough to include acts that would constitute offences under Canada's Criminal Code. Where harassment, including sexual harassment, in the workplace involves threats, attempts or acts of physical force that causes or could cause physical injury, it would be considered to be workplace violence under the OHSA.

Violent behaviour in the workplace is unacceptable from anyone. This policy applies to CCGSD staff members, volunteers, co-op students, interns, event participants/guests, and someone outside of CCGSD but within a CCGSD workplace, field trip, or event while doing CCGSD work. Everyone is expected to uphold this policy and to work together to prevent workplace violence.

There is a workplace violence program that implements this policy. It includes measures and procedures to protect workers from workplace violence, a means of summoning immediate assistance and a process for workers to report incidents or raise concerns. The workplace violence program includes:

- Measures and procedures to control risks identified in an assessment of risks as likely to expose a worker to physical injury.
- Measures and procedures for workers to report incidents of workplace violence.
- Measures and procedures for summoning immediate assistance when workplace violence occurs or is likely to occur.
- How the employer will investigate and deal with incidents or complaints of the workplace violence [subsection 32.0.2(2)].

CCGSD, as the employer, will ensure this policy and the supporting program are implemented and maintained. All workers and supervisors will receive appropriate information and instruction on the contents of the policy and program.

Supervisors will adhere to this policy and the supporting program. Supervisors are responsible for ensuring that measures and procedures are followed by workers and that workers have the information they need to protect themselves.

Every worker must work in compliance with this policy and the supporting program. All workers are encouraged to raise any concerns about workplace violence and to report any violent incidents or threats. There will be no negative consequences for reports made in good faith.

Management pledges to investigate and deal with all incidents and complaints of workplace violence in a fair and timely manner, respecting the privacy of all concerned as much as possible.

## APPENDIX J: WORKPLACE VIOLENCE PROGRAM

*Date created: August ,2020*

*Annual review date: August , 2021*

CCGSD is committed to providing a work environment in which all workers are treated with respect and dignity. Workplace violence will not be tolerated from any person in the workplace including CCGSD staff members, volunteers, co-op students, interns, event participants/guests, and someone outside of CCGSD but within a CCGSD workplace, field trip, or event while doing CCGSD work.

The workplace violence program applies to all workers including managers, supervisors, temporary employees, students and subcontractors.

### 1. Workplace violence

Workplace violence is the exercise or attempt to exercise physical force by a person against a worker, in a workplace, that causes or could cause physical injury. Additionally, a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker is considered workplace violence.

Reasonable action taken by the employer or supervisor relating to the management and direction of workers or the workplace is not workplace violence (i.e., scheduling, annual performance review).

### 2. Reporting workplace violence

#### A. How to report workplace violence

Workers can report incidents or complaints of workplace violence verbally or in writing. When submitting a written complaint, please use the [workplace violence form](#). When reporting verbally, the reporting contact, along with the worker complaining of violence, will fill out the form.

The report of the incident should include the following information:

- Name(s) of the worker who has allegedly experienced workplace violence and contact information
- Name of the alleged perpetrator(s), position and contact information (if known)
- Names of the witness(es) (if any) or other person(s) with relevant information to provide about the incident (if any) and contact information (if known)
- Details of what happened including date(s), frequency and location(s) of the alleged incident(s)
  - Any supporting documents the worker who complains of violence may have in his/her possession that are relevant to the complaint.
  - List any documents a witness, another person or the alleged perpetrator may have in their possession that are relevant to the complaint.

### B. Who to report workplace violence to

An incident or a complaint of workplace violence should be reported as soon as possible after experiencing or witnessing an incident. This allows the incident to be investigated in a timely manner.

Report a workplace violence incident or complaint to your supervisor. If the worker's supervisor or reporting contact is the person engaging in the workplace violence, contact **[position or name of alternate reporting contact and contact information]**. If the employer Executive Director is the person engaging in the workplace violence, contact the Board President. (Note: The person designated as the reporting contact should not be under the direct control of the alleged perpetrator.)

Human Resources shall be notified of the workplace violence incident or complaint so that they can ensure an investigation is conducted that is appropriate in the circumstances. If the incident or complaint involves the Executive Director, an external person qualified to conduct a workplace violence investigation who has knowledge of the relevant workplace violence laws will be retained to conduct the investigation.

All incidents or complaints of workplace violence shall be kept confidential except to the extent necessary to protect workers, to investigate the complaint or incident, to take corrective action or otherwise as required by law.

## **3. Investigation**

### A. Commitment to investigate

CCGSD will ensure that an investigation appropriate in the circumstances is conducted when the employer, human resources, a manager or supervisor becomes aware of an incident of workplace violence or receives a complaint of workplace violence.

### B. Who will investigate

Human Resources will determine who will conduct the investigation into the incident or complaint of workplace violence. If the allegations of workplace violence involve the Executive Director, the employer will refer the investigation to an external investigator to conduct an impartial investigation.

### C. Timing of the investigation

The investigation must be completed in a timely manner and generally within 90 days or less unless there are extenuating circumstances (i.e. illness, complex investigation) warranting a longer investigation.

### D. Investigation process

The person conducting the investigation whether internal or external to the workplace will, at minimum, complete the following:



- The investigator must ensure the investigation is kept confidential and identifying information is not disclosed unless necessary to conduct the investigation. The investigator should remind the parties of this confidentiality obligation at the beginning of the investigation.
- The investigator must thoroughly interview the worker who allegedly experienced the workplace violence and the alleged perpetrator(s), if the alleged perpetrator is a worker of the employer. If the alleged perpetrator is not a worker, the investigator should make reasonable efforts to interview the alleged perpetrator.
- The alleged perpetrator(s) must be given the opportunity to respond to the specific allegations raised by the worker. In some circumstances, the worker who allegedly experienced the workplace violence should be given a reasonable opportunity to reply.
- The investigator must interview any relevant witnesses employed by the employer who may be identified by either the worker who allegedly experienced the workplace violence, the alleged perpetrator(s) or as necessary to conduct a thorough investigation. The investigator must make reasonable efforts to interview any relevant witnesses who are not employed by the employer if there are any identified.
- The investigator must collect and review any relevant documents.
- The investigator must take appropriate notes and statements during interviews with the worker who allegedly experienced workplace violence, the alleged perpetrator and any witnesses.
- The investigator must prepare a written report summarizing the steps taken during the investigation, the complaint, the allegations of the worker who allegedly experienced the workplace violence, the response from the alleged perpetrator, the evidence of any witnesses, and the evidence gathered. The report must set out findings of fact and come to a conclusion about whether workplace violence was found or not.

#### E. Results of the investigation

Within 10 days of the investigation being completed, the worker who allegedly experienced the workplace violence and the alleged perpetrator, if they are a worker of the employer, will be informed in writing of the results of the investigation and any corrective action taken or that will be taken by the employer to address workplace violence.

#### F. Confidentiality

Information about complaints and incidents shall be kept confidential to the extent possible. Information obtained about an incident or complaint of workplace violence, including identifying information about any individuals involved, will not be disclosed unless disclosure is necessary to protect workers, to investigate the complaint or incident, to take corrective action or otherwise as required by law.

While the investigation is on-going, the worker who has allegedly experienced violence, the alleged perpetrator(s) and any witnesses should not discuss the incident or complaint or the investigation with each other or other workers or witnesses unless necessary to obtain advice about their rights. The investigator may discuss the investigation and disclose the incident or complaint-related information only as necessary to conduct the investigation.

All records of the investigation will be kept confidential.

#### G. Handling complaints

**[The employer must set out any interim measures that may be taken after the complaint is received and during the investigation. The employer must also set out how they might deal with the complaint of harassment if harassment is found. This may include discipline up to and including termination.]**

#### **4. Record keeping**

Human Resources will keep records of the investigation including:

- a copy of the complaint or details about the incident;
- a record of the investigation including notes;
- a copy of the investigation report (if any);
- a summary of the results of the investigation that was provided to the worker who allegedly experienced the workplace violence and the alleged perpetrator, if a worker of the employer;
- a copy of any corrective action taken to address the complaint or incident of workplace violence.

All records of the investigation will be kept confidential. The investigation documents, including this report should not be disclosed unless necessary to investigate an incident or complaint of workplace violence, take corrective action or otherwise as required by law.

Records will be kept for at least five years.

## APPENDIX J2: WORKPLACE VIOLENCE FORM

**Name and contact information of worker who has allegedly experienced workplace violence (your name):**

**Name of alleged perpetrator(s) and contact information, if available:**

### **Details of the complaint of workplace violence**

Please describe in as much detail as possible the incident(s), including: (a) the names of the parties involved; (b) any witnesses to the incident(s); (c) the location, date and time of the incident(s); (d) details about the incident(s) (behaviour and/or words used); (e) any additional details. (Attach additional pages if required.)

### **Relevant documents/evidence**

Attach any supporting documents, such as emails, handwritten notes, or photographs. Physical evidence can also be submitted. If you are not able to attach documents and they are relevant to your complaint, please list the documents below. If someone else has relevant documents, please note that below.

Signature:

Date:

## APPENDIX J3: VIOLENCE INVESTIGATION TEMPLATE

Name of investigator:

Date of investigation:

### 1. Background information

Who are the people involved? Are they workers as defined by OHSA? Who reported and when?

- Name of person who reported workplace violence
- If not the same person as above, name of person who allegedly experienced workplace violence
- Date complaint/concern raised and how
- Name of worker(s) (complaining or possibly exposed to workplace violence):  
Position/Department
- Name of respondent(s) (alleged harasser); Position/ Department  
If not a worker – provide details

### 2. Investigation plan

Plan and conduct the investigation:

- Obtain the worker(s) concerns of violence in writing, if possible. Assistance should be provided in completing the form where necessary.
- An investigator needs to interview the worker who allegedly experienced workplace violence and the alleged perpetrator (if a worker of the employer). If the alleged perpetrator is not a worker of the employer, the investigator should make reasonable efforts to interview them.
- Make a list of possible relevant witnesses. The worker who allegedly experienced workplace violence and the alleged perpetrator should be asked for names of any relevant witnesses.
- Interview relevant witnesses. Ask specific questions about what they have observed, are aware of or have personally experienced. If the witnesses are not workers of the employer, the investigator should make reasonable efforts to interview those witnesses.
- Collect and review relevant documents from the worker, alleged perpetrator, witnesses and the employer.
- Take detailed notes.
- Keep the investigation confidential. Instruct the worker who allegedly experienced workplace violence, the alleged perpetrator and witnesses not to talk to others about the investigation unless it is necessary, for instance, to obtain advice or counselling.

### 3. Worker(s) concerns/workplace violence allegations

When did the incident(s) occur? Confirm date of first incident and any subsequent behaviours or conduct. Note that recalling events of harassment can be stressful for the complainant.

Date of first incident:

Date of last incident:

Date of other incident(s):

**4. Alleged perpetrator(s) response**

The alleged perpetrator(s) will likely need details of the allegation of violence to be able to respond.

**5. Interview relevant witnesses**

List witnesses. Interview relevant witnesses and make notes.

**6. Collected documentation**

List the documents collected for the investigation and how or from whom they were obtained.

**7. Investigation result(s)**

The investigator's summary report should set out who was interviewed, what evidence was obtained and an analysis of the evidence to determine whether workplace violence occurred.

Summary of key evidence:

Recommended next steps:

Report provided to:

## APPENDIX K: WORKPLACE HARASSMENT POLICY

*Signed or Approved by:*

*Date:*

CCGSD is committed to providing a work environment in which all workers are treated with respect and dignity. Workplace harassment will not be tolerated from any person in the workplace including CCGSD staff members, volunteers, co-op students, interns, event participants/guests, and someone outside of CCGSD but within a CCGSD workplace, field trip, or event while doing CCGSD work.

Workplace harassment means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome or workplace sexual harassment. Workplace sexual harassment means:

- Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome;

Reasonable action taken by the employer or supervisor relating to the management and direction of workers or the workplace is not workplace harassment.

Workers are encouraged to report any incidents of workplace harassment to the appropriate person.

Management will investigate and deal with all complaints or incidents of workplace harassment in a fair, respectful and timely manner. Information provided about an incident or about a complaint will not be disclosed except as necessary to protect workers, to investigate the complaint or incident, to take corrective action or as otherwise required by law.

Managers, supervisors and workers are expected to adhere to this policy and will be held responsible by the employer for not following it. Workers are not to be penalized or disciplined for reporting an incident or for participating in an investigation involving workplace harassment.

If a worker needs further assistance or explanation of the policy, they may the Executive Director or their direct supervisor for a follow up.

## APPENDIX L: WORKPLACE HARASSMENT PROGRAM

*Date created: August ,2020*

*Annual review date: August , 2021*

CCGSD is committed to providing a work environment in which all workers are treated with respect and dignity. Workplace harassment will not be tolerated from any person in the workplace including CCGSD staff members, volunteers, co-op students, interns, event participants/guests, and someone outside of CCGSD but within a CCGSD workplace, field trip, or event while doing CCGSD work.

The workplace harassment program applies to all workers including managers, supervisors, temporary employees, students and subcontractors.

### 1. Workplace harassment

Workplace harassment means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome or workplace sexual harassment (i.e., making remarks that demean, ridicule, intimidate, or offend; bullying; inappropriate sexual touching, advances, suggestions, or requests).

Workplace sexual harassment means:

- Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Reasonable action taken by the employer or supervisor relating to the management and direction of workers or the workplace is not workplace harassment (i.e., scheduling, annual performance review).

### 2. Reporting workplace harassment

#### A. How to report workplace harassment

Workers can report incidents or complaints of workplace harassment verbally or in writing. When submitting a written complaint, please use the workplace harassment complaint form (see attached). When reporting verbally, the reporting contact, along with the worker complaining of harassment, will fill out the [complaint form](#).

The report of the incident should include the following information:

- Name(s) of the worker who has allegedly experienced workplace harassment and contact information

- Name of the alleged harasser(s), position and contact information (if known)
- Names of the witness(es) (if any) or other person(s) with relevant information to provide about the incident (if any) and contact information (if known)
- Details of what happened including date(s), frequency and location(s) of the alleged incident(s)
  - Any supporting documents the worker who complains of harassment may have in his/her possession that are relevant to the complaint.
  - List any documents a witness, another person or the alleged harasser may have in their possession that are relevant to the complaint.

#### B. Who to report workplace harassment to

An incident or a complaint of workplace harassment should be reported as soon as possible after experiencing or witnessing an incident. This allows the incident to be investigated in a timely manner.

Report a workplace harassment incident or complaint to your supervisor. If the worker's supervisor or reporting contact is the person engaging in the workplace harassment, contact **[position or name of alternate reporting contact and contact information]**. If the employer Executive Director is the person engaging in the workplace harassment, contact the Board President. (Note: The person designated as the reporting contact should not be under the direct control of the alleged harasser.)

Human Resources shall be notified of the workplace harassment incident or complaint so that they can ensure an investigation is conducted that is appropriate in the circumstances. If the incident or complaint involves the Executive Director, an external person qualified to conduct a workplace harassment investigation who has knowledge of the relevant workplace harassment laws will be retained to conduct the investigation.

All incidents or complaints of workplace harassment shall be kept confidential except to the extent necessary to protect workers, to investigate the complaint or incident, to take corrective action or otherwise as required by law.

### **3. Investigation**

#### A. Commitment to investigate

CCGSD will ensure that an investigation appropriate in the circumstances is conducted when the employer, human resources, a manager or supervisor becomes aware of an incident of workplace harassment or receives a complaint of workplace harassment.

#### B. Who will investigate

Human Resources will determine who will conduct the investigation into the incident or complaint of workplace harassment. If the allegations of workplace harassment involve Executive Director, the employer will refer the investigation to an external investigator to conduct an impartial investigation.

#### C. Timing of the investigation



The investigation must be completed in a timely manner and generally within 90 days or less unless there are extenuating circumstances (i.e. illness, complex investigation) warranting a longer investigation.

#### D. Investigation process

The person conducting the investigation whether internal or external to the workplace will, at minimum, complete the following:

- The investigator must ensure the investigation is kept confidential and identifying information is not disclosed unless necessary to conduct the investigation. The investigator should remind the parties of this confidentiality obligation at the beginning of the investigation.
- The investigator must thoroughly interview the worker who allegedly experienced the workplace harassment and the alleged harasser(s), if the alleged harasser is a worker of the employer. If the alleged harasser is not a worker, the investigator should make reasonable efforts to interview the alleged harasser.
- The alleged harasser(s) must be given the opportunity to respond to the specific allegations raised by the worker. In some circumstances, the worker who allegedly experienced the workplace harassment should be given a reasonable opportunity to reply.
- The investigator must interview any relevant witnesses employed by the employer who may be identified by either the worker who allegedly experienced the workplace harassment, the alleged harasser(s) or as necessary to conduct a thorough investigation. The investigator must make reasonable efforts to interview any relevant witnesses who are not employed by the employer if there are any identified.
- The investigator must collect and review any relevant documents.
- The investigator must take appropriate notes and statements during interviews with the worker who allegedly experienced workplace harassment, the alleged harasser and any witnesses.
- The investigator must prepare a written report summarizing the steps taken during the investigation, the complaint, the allegations of the worker who allegedly experienced the workplace harassment, the response from the alleged harasser, the evidence of any witnesses, and the evidence gathered. The report must set out findings of fact and come to a conclusion about whether workplace harassment was found or not.

#### E. Results of the investigation

Within 10 days of the investigation being completed, the worker who allegedly experienced the workplace harassment and the alleged harasser, if they are a worker of the employer, will be informed in writing of the results of the investigation and any corrective action taken or that will be taken by the employer to address workplace harassment.

#### F. Confidentiality

Information about complaints and incidents shall be kept confidential to the extent possible. Information obtained about an incident or complaint of workplace harassment, including identifying information

about any individuals involved, will not be disclosed unless disclosure is necessary to protect workers, to investigate the complaint or incident, to take corrective action or otherwise as required by law.

While the investigation is on-going, the worker who has allegedly experienced harassment, the alleged harasser(s) and any witnesses should not discuss the incident or complaint or the investigation with each other or other workers or witnesses unless necessary to obtain advice about their rights. The investigator may discuss the investigation and disclose the incident or complaint-related information only as necessary to conduct the investigation.

All records of the investigation will be kept confidential.

#### G. Handling complaints

**[The employer must set out any interim measures that may be taken after the complaint is received and during the investigation. The employer must also set out how they might deal with the complaint of harassment if harassment is found. This may include discipline up to and including termination.]**

#### 4. Record keeping

Human Resources will keep records of the investigation including:

- a copy of the complaint or details about the incident;
- a record of the investigation including notes;
- a copy of the investigation report (if any);
- a summary of the results of the investigation that was provided to the worker who allegedly experienced the workplace harassment and the alleged harasser, if a worker of the employer;
- a copy of any corrective action taken to address the complaint or incident of workplace harassment.

All records of the investigation will be kept confidential. The investigation documents, including this report should not be disclosed unless necessary to investigate an incident or complaint of workplace harassment, take corrective action or otherwise as required by law.

Records will be kept for at least five years.

## APPENDIX L2: WORKPLACE HARASSMENT COMPLAINT FORM

**Name and contact information of worker who has allegedly experienced workplace harassment (your name):**

**Name of alleged harasser(s) and contact information, if available:**

### **Details of the complaint of workplace harassment**

Please describe in as much detail as possible the bullying and harassment incident(s), including: (a) the names of the parties involved; (b) any witnesses to the incident(s); (c) the location, date and time of the incident(s); (d) details about the incident(s) (behaviour and/or words used); (e) any additional details. (Attach additional pages if required)

### **Relevant documents/evidence**

Attach any supporting documents, such as emails, handwritten notes, or photographs. Physical evidence, such as vandalized personal belongings, can also be submitted. If you are not able to attach documents and they are relevant to your complaint, please list the documents below. If someone else has relevant documents, please note that below.

Signature:

Date:

## APPENDIX L3: HARASSMENT INVESTIGATION TEMPLATE

Name of investigator:

Date of investigation:

### 1. Background information

Who are the people involved? Are they workers as defined by OHSA? Who reported and when?

- Name of person who reported workplace harassment
- If not the same person as above, name of person who allegedly experienced workplace harassment
- Date complaint/concern raised and how
- Name of worker(s) (complaining or possibly exposed to workplace harassment):  
Position/Department
- Name of respondent(s) (alleged harasser); Position/ Department  
If not a worker – provide details

### 2. Investigation plan

Plan and conduct the investigation:

- Obtain the worker(s) concerns of harassment in writing, if possible. Assistance should be provided in completing the form where necessary.
- An investigator needs to interview the worker who allegedly experienced workplace harassment and the alleged harasser (if a worker of the employer). If the alleged harasser is not a worker of the employer, the investigator should make reasonable efforts to interview them.
- Make a list of possible relevant witnesses. The worker who allegedly experienced workplace harassment and the alleged harasser should be asked for names of any relevant witnesses.
- Interview relevant witnesses. Ask specific questions about what they have observed, are aware of or have personally experienced. If the witnesses are not workers of the employer, the investigator should make reasonable efforts to interview those witnesses.
- Collect and review relevant documents from the worker, alleged harasser, witnesses and the employer.
- Take detailed notes.
- Keep the investigation confidential. Instruct the worker who allegedly experienced workplace harassment, the alleged harasser and witnesses not to talk to others about the investigation unless it is necessary, for instance, to obtain advice or counselling.

### 3. Worker(s) concerns/workplace harassment allegations

When did the incident(s) occur? Confirm date of first incident and any subsequent behaviours or conduct. Note that recalling events of harassment can be stressful for the complainant.

Date of first incident:

Date of last incident:

Date of other incident(s):

**4. Alleged harasser(s) response**

The alleged harasser(s) will likely need details of the allegation of harassment to be able to respond.

**5. Interview relevant witnesses**

List witnesses. Interview relevant witnesses and make notes.

**6. Collected documentation**

List the documents collected for the investigation and how or from whom they were obtained.

**7. Investigation result(s)**

The investigator's summary report should set out who was interviewed, what evidence was obtained and an analysis of the evidence to determine whether workplace harassment occurred.

Summary of key evidence:

Recommended next steps:

Report provided to: