

THE AGENCY FOR CO-OPERATIVE HOUSING

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Human Resources Policy

November 2017

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Human Resources Policy

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Human Resources Policy

1. Preamble

- 1.1 To fulfil its commitments to its clients and to realize its vision, the Agency for Co-operative Housing (the “Agency”) must recruit and retain a superior staff and must manage its affairs in a way that allows each staff member to contribute their best.
- 1.2 The Agency wishes to develop and sustain a motivating, productive and healthy work environment for all of its staff members through the adoption and application of progressive human resources policies.
- 1.3 The Board of Directors has set out a vision and mission for the Agency and adopted a statement of values that govern the Agency’s conduct with its government and co-operative partners, staff members and the general public. Employees will strive to realize the vision and mission, as adopted by the Board, and are expected to uphold the Agency’s values in their dealings with all Agency stakeholders.
- 1.4 The Board of Directors has delegated to the Chief Executive Officer the authority to develop and administer policies governing the following human-resources matters: job descriptions; selection of employees; probation period; hours of work and overtime; administration and payment of salaries; administration of group benefits; holidays; vacations; the staff social fund; leaves of absence; training and development; employment and business expenses; performance management; termination of employment other than for reasons of redundancy; telecommuting; employee wellness; and information-security requirements. The Chief Executive Officer has the authority to determine employee benefits, entitlements and obligations in these specified areas, but must ensure that they remain reasonably comparable to those found in the broader public sector.
- 1.5 Human resources policies and procedures approved by the Chief Executive Officer are intended to complement this Policy and must be consistent with its provisions.

2. Purpose

The purpose of this Policy is to ensure that the needs and rights of the Agency and the individual members of its workforce are understood and protected, to provide for consistent human-resources practices across the organization and to ensure that the Agency is fully compliant with applicable employment laws and regulations.

3. Authorities

- 3.1 This Policy has been adopted and may only be amended by the Agency’s Board of Directors.
- 3.2 The Chief Executive Officer is responsible for administering this Policy, as it may be amended from time to time.
- 3.3 All Temporary and Permanent Employees are entitled to receive a copy of this Policy and any amendments to it.

- 3.4 For the purposes of administering this Policy, if an Employee's supervisor or another person designated in this policy is unavailable, that person's immediate superior will substitute.
- 3.5 In the absence of the Chief Executive Officer, the person appointed to act in their place will exercise the Chief Executive Officer's authority under this Policy.
- 3.6 In the event of a conflict between this Policy and the policies developed pursuant to Article 1.4, the provisions of this Policy will prevail.
- 3.7 In the event of a conflict between the English and French versions of this Policy, the French version will prevail for Employees working from Quebec and the English version for Employees working outside Quebec.

4. Application of Policy

- 4.1 This Policy, together with Policy 3.1.2: Human Resources Policies and Procedures, governs the terms of employment of all Temporary and Permanent employees of the Agency, other than the Chief Executive Officer. Except where explicitly stated otherwise, this Policy does not apply to Casual Employees, Independent Contractors or persons whose continuing services are retained through an employment agency.
- 4.2 The terms of employment of Agency Employees are also subject to the employment standards law of the province in which they normally work. Wherever this Policy provides for a lesser benefit than is provided in the applicable provincial employment standards statute, the minimum standard set out in that statute will apply.

5. Contract of Employment

This Policy, together with Policy 3.1.2: Human Resources Policies and Procedures, constitutes the contract of employment between the Agency and each Employee to whom the policy is applicable. Changes to the Policy will be communicated to Employees through the staff intranet or a staff-wide e-mail message as soon as possible after the Board adopts them. Unless the Board decides otherwise, material changes will normally take effect six months after they are adopted and announced to staff.

6. Definitions

6.1 EMPLOYEE

"Employee" means a person providing a service or performing work for or on behalf of the Agency, whether on a part-time or full-time basis, whose relationship to the Agency has all of the following characteristics:

- (a) the Agency retains the power to select the individual person who is to perform the services;
- (b) the Agency pays the person wages or salary in regular amounts determined by the Agency;

(c) the Agency is entitled to control the final result of the work and the methods the person uses to perform the work;

(d) the Agency has the right to lay off or dismiss the person.

Unless otherwise indicated, in this Policy "Employee" refers to Part-Time, Full-Time, Permanent and Temporary Employees alike.

6.2 INDEPENDENT CONTRACTOR

"Independent Contractor" means a person or company who provides personal services to the Agency and who is not an Employee as defined in paragraph 6.1.

6.3 PART-TIME AND FULL-TIME EMPLOYEE

6.3.1 "Part-Time Employee" means an Employee who is regularly required to work less than the number of hours specified as a Normal Work Week in Policy 3.1.2: Human Resources Policies and Procedures.

6.3.2 "Full-Time Employee" means an Employee who is regularly required to work the number of hours specified as a Normal Work Week in Policy 3.1.2: Human Resources Policies and Procedures.

6.4 PERMANENT, TEMPORARY AND CASUAL EMPLOYEE

6.4.1 "Permanent Employee" means a Part-Time or Full-Time Employee hired for an indefinite term.

6.4.2 "Temporary Employee" means a Part-Time or Full-Time Employee hired for a definite term of longer than three (3) continuous months.

6.4.3 "Casual Employee" means a Part-Time or Full-Time Employee hired for a definite term of three (3) continuous months or less. If the Employee's term is extended beyond three (3) continuous months, from that date the Employee will be deemed to be a Temporary Employee.

6.5 MANAGERIAL EMPLOYEE

For the purposes of this Policy, an Employee is a Managerial Employee if the majority of the work they do is managerial or supervisory in nature.

7. Non-discrimination

7.1 GENERAL

It is the policy of the Agency to recognize the worth of each member of its workforce and to provide for equal rights and opportunities, without artificial discrimination. The Agency will not exercise or practise discrimination in any way in the application or interpretation of this Policy and in its employment practices generally by reason of race, creed, religion, colour,

ethnic origin, citizenship, ancestry, place of origin, native language (subject to ability to perform the essential duties of the position), age (subject to ability to perform the essential duties of the position), sex, sexual orientation, gender identity, gender expression, marital status, family status (subject to the provisions respecting scheduling of vacations in Policy 3.1.2: Human Resources Policies and Procedures), being HIV positive or having AIDS (subject to ability to perform the essential duties of the position), mental or physical disability (subject to ability to perform the essential duties of the position), record of offences (subject to exceptions available at law), political affiliation or belief, receipt of public assistance, or by reason of an Employee exercising any of the rights set out in this Policy.

7.2 PAY EQUITY

The compensation practices of the Agency have been designed with the principle of gender equality at the forefront. All employment positions within the Agency will be compensated on the basis of the skill, effort, responsibility and working conditions demanded of them.

8. Creation of New Positions

- 8.1 Subject to the provisions of Policy 3.2.1: Financial Accountability, the Chief Executive Officer may approve the creation of new positions to be filled by Temporary or Permanent Employees, whether Part-Time or Full-Time.
- 8.2 Approval of the creation of Casual positions is subject to the authorities set out in Policy 3.2.1: Financial Accountability.
- 8.3 The Agency will not fill any position with a Temporary Employee where it is reasonably foreseeable that the position will continue on an indefinite basis.

9. Pay Grades

The Chief Executive Officer will approve and amend from time to time, as may be necessary, a system of pay grades for continuing application within the Agency. Employment positions will be assigned to the appropriate grade according to the skill, effort, responsibility and working conditions required of the position and any other criteria set out in the system that do not conflict with these criteria.

10. Compensation and Benefits

10.1 INTRODUCTION

- 10.1.1 It is the goal of the Agency to provide its staff members with compensation and benefits that are competitive with those offered in the broader public sector. At the same time, the financial resources available to support such a work environment are subject at all times to the fees the Agency's government clients are prepared to pay.
- 10.1.2 Changes in the Agency's fee from Canada Mortgage and Housing Corporation (CMHC) for labour-force costs are restricted to the annual movement in the

national all-item Consumer Price Index over the 12-month period one full year before the fee year begins plus 100 basis points. Notwithstanding this, to the extent possible, compensation and benefits within the Agency will at all times bear a reasonable relationship to the compensation and benefits offered in the broader public sector generally and, more specifically, to those CMHC provides to its employees.

10.2 GOALS

The Agency's compensation and benefits plan is intended to meet the following goals:

- (a) to offer sufficiently competitive compensation and benefits to attract a high-calibre staff;
- (b) to encourage and reward superior performance;
- (c) to provide equitable compensation to Employees as described in Article 7: Non-discrimination;
- (d) to recognize the inherent value of all work performed for the Agency and the need of all Employees to earn a reasonable living;
- (e) to assist in meeting the health care and insurance needs of Employees and their families through the provision of an up-to-date benefits plan;
- (f) to assist Employees in providing for themselves after their retirement from the workforce;
- (g) to facilitate the participation of parents, including primary caregivers, in the Agency's workforce.

10.3 SALARY SCALE

- 10.3.1 From time to time, the Board of Directors of the Agency will adopt a salary scale setting out minimum and maximum rates of pay for each separate pay grade established under Article 9. The Board will review the salary scale annually, before adopting the Agency's operating budget for the following fiscal year, and consider any recommendation of the Chief Executive Officer to adjust it. Adjustments to the pay ranges, if any, will take effect at the beginning of the calendar year.
- 10.3.2 In determining the percentage by which the entire salary scale will be adjusted, the Board will give consideration to the following factors:
 - (a) changes in the general cost of living over the previous year, as measured by the national all-item Consumer Price Index;
 - (b) the Korn Ferry market survey of forecast increases in the broader public sector;

(c) the rate by which the labour-cost portion of the Agency's annual fee from CMHC will change at the start of the calendar year;

(d) any other Agency budget constraints.

10.3.3 From time to time, the Agency will commission a market survey of the salaries it pays to determine whether they remain competitive. The Chief Executive Officer will determine the scope of the survey to be undertaken and the method for carrying it out and will recommend changes as may be required to ensure that Agency salary ranges remain competitive. The salary scale will be considered competitive if, as closely as is reasonable, it matches the 65th percentile of the range of salaries paid in the broader public sector, as defined by Hay Group, for comparable positions.

10.4 CORPORATE INCENTIVE

10.4.1 Subject to the further provisions of this paragraph, each year, when it adopts the strategic focus areas for the Agency, the Board of Directors will set key performance indicators. At the end of the year, if the Board is satisfied with the Agency's performance against the indicators, it may approve a corporate incentive award to staff.

10.4.2 The Board will set the maximum total incentive award when it approves the operating budget for the year. The actual amount of the award will reflect the degree of achievement of the key performance indicators, including financial indicators. Each person's share will be calculated as a fixed percentage of the maximum salary for the pay grade in which the Employee's position falls, prorated for part-time hours and partial years of service in the position. The amount awarded to any individual Employee will not exceed the percentage stipulated when the budget for the award is fixed. The total awarded to all Employees may not exceed the lesser of

(a) the maximum budgeted award; or

(b) the amount that may be awarded without causing the Agency to fall short of its budgeted closing operating-reserve balance.

10.4.3 All current Employees who served with the Agency for at least three (3) continuous months during the year for which the award is granted will be entitled to share in the award. Persons no longer in the Agency's employ on the date the award is paid are not entitled to participate.

10.5 GROUP BENEFITS PLAN

The Agency will provide a group benefits plan for all Temporary and Permanent employees.

10.6 PENSION PLAN

10.6.1 Subject to any applicable rules under the *Income Tax Act*, the Agency will maintain a defined-contribution pension plan for all Permanent Employees and all

Temporary Employees whose term of employment exceeds six (6) continuous months. Part-Time and Full-Time Employees are eligible alike to participate in the plan.

- 10.6.2 Employees may not participate in the pension plan after the end of the year in which they turn 71.
- 10.6.3 Eligible employees under the preceding paragraphs join the pension plan on commencement of employment. Temporary Employees hired for a term of six (6) months or under, whose term is subsequently extended beyond six (6) months, join the plan upon the conclusion of six (6) months' continuous service.
- 10.6.4 The terms of the pension plan, including employee contribution rates, are set and may be adjusted from time to time by the Board of Directors of the Agency, on the recommendation of the Chief Executive Officer and after consultation with the Employees.
- 10.6.5 Subject to paragraphs 10.6.6 and 10.6.7 below, the Agency will contribute to the pension plan on the Employee's behalf at the same rate as the Employee is required to contribute.
- 10.6.6 The Agency will not match an Employee's contributions to the pension plan during an unpaid leave of absence, except
- (a) during a pregnancy or parental leave; or
 - (b) when a Self-Funded Prepaid Leave, as described in Policy 3.1.2, is in force.
- 10.6.7 The Agency will match an Employee's contributions to the pension plan during the first twelve (12) months only of any continuous period of disability during which the Employee is receiving wage-loss benefits under the Agency's group benefits plan.

10.7 SUPPLEMENTAL UNEMPLOYMENT BENEFITS PLAN

Subject to any applicable rules of the Canada Employment Insurance Commission, the Agency will establish a Supplemental Unemployment Benefits (SUB) Plan in order to supplement employment insurance benefits received by eligible Employees following the birth or adoption of a child.

10.8 SELF-FUNDED PREPAID LEAVE PLAN

Subject to any applicable rules of the Canada Revenue Agency, the Agency will establish a Self-Funded Prepaid Leave Plan to give eligible employees an opportunity to further their personal or professional development or to adjust the balance between their work and private lives.

11. Termination of Employment for Redundancy

11.1 REDUCTION IN WORKFORCE

The Agency may declare any position occupied by a Permanent Employee redundant due to lack of work, financial exigency or a reorganization of staff that is reasonably required to maintain the Agency's effective operations, or to respond to a change in the Agency's scope of work under one or more of its agreements with its government clients. A decision to reduce the workforce by eliminating one or more permanent positions may be made by either the Chief Executive Officer or the Board of Directors of the Agency. The authority to determine which specific positions are eliminated rests with the Chief Executive Officer.

11.2 NOTICE TO EMPLOYEES

- 11.2.1 A Permanent Employee whose position is declared redundant before 1 January 2018 is entitled to the same notice or pay in lieu of notice or combination of working notice and pay in lieu of notice as is an employee of CMHC who is affected by an involuntary surplus situation.
- 11.2.2 A Permanent Employee whose position is declared redundant after 31 December 2017 is entitled to the following notice:
- (a) Employees having less than one (1) continuous year of service one (1) month;
 - (b) Employees having at least one (1) but less than three (3) full years of continuous service: two and a half (2.5) months;
 - (c) Employees having at least three (3) years of continuous service: for each full year of continuous service one (1) month and one (1) week, to a maximum of eight months.
- 11.2.3 At its sole discretion, the Agency may provide an Employee with pay in lieu of notice under this article.
- 11.2.4 Notwithstanding the above, no more than one-half of the redundant Employee's severance entitlement may be provided in the form of working notice.

12. Harassment and Violence in the Workplace

12.1 RIGHT TO FREEDOM FROM HARASSMENT AND WORKPLACE VIOLENCE

- 12.1.1 All Employees of the Agency, including Casual Employees, are entitled to a safe work environment free from harassment and workplace violence. Any act of harassment or violence committed by or against any member of the Agency's workforce is unacceptable conduct and will not be tolerated. It is the responsibility of every Employee to assist in enforcing this policy.
- 12.1.2 The Agency is committed to

- (a) preventing harassment and violence in the workplace;
- (b) investigating reported incidents of harassment and workplace violence in an objective and timely manner;
- (c) taking necessary action to respond to reported incidents; and
- (d) providing support for complainants.

12.2 PURPOSE

The purpose of this Article is to ensure that Employees

- (a) are aware of and understand that all acts of harassment and workplace violence are unacceptable;
- (b) are aware of the recourse available if they are subjected to, or become aware of, harassment or violence in the workplace; and
- (c) have access to help in pursuing a complaint if subjected to acts of harassment or workplace violence.

12.3 APPLICATION

This Article applies to all Employees while engaged in Agency business, social events or any other activity that takes place on Agency premises.

12.4 MANAGEMENT RESPONSIBILITIES

For the purposes of this Article, management is responsible for

- (a) putting in place workplace arrangements that minimize the risk of harassment or workplace violence;
- (b) promoting a harassment and violence-free workplace;
- (c) identifying any training needs of Employees in relation to this Article;
- (d) ensuring that Employees understand whom to contact with concerns about matters covered by this Article or to report an incident;
- (e) taking all reasonable precautions for the protection of Employees if the Agency becomes aware of a situation involving domestic violence that could expose one or more Employees to physical injury in the workplace;
- (f) providing Employees with information, including personal information, about any person with a documented history of violent behaviour if the Employee can be expected to encounter that person in the course of his or her work and contact with that person could expose them to physical injury; and

- (g) ensuring the security and safety of all parties involved during an investigation of a complaint of harassment or workplace violence.

Individual Managerial Employees are expected to

- (a) act respectfully toward other individuals while in the workplace or participating in any work-related activity, including social activities;
- (b) attend any training provided or arranged by the Agency on harassment and violence in the workplace and the administration of this Article;
- (c) ensure that all Employees under their supervision are made aware of this Article; and
- (d) ensure their own immediate physical safety if an incident of workplace violence occurs, and then report any criminal behaviour to the appropriate law enforcement agency.

12.5 EMPLOYEE RESPONSIBILITIES

For the purposes of this Article, Employees are expected to

- (a) understand and comply with this Article and all related procedures;
- (b) act respectfully towards other individuals while in the workplace and engaged in any work-related activity, including social activities;
- (c) ensure their own immediate physical safety in the event of workplace violence, and then report the incident to the police or a supervisor or manager, as the situation warrants;
- (d) report any incident of workplace harassment or violence that they have knowledge of; and
- (e) co-operate with any efforts to investigate and resolve matters arising under this Article.

12.6 DEFINITIONS

12.6.1 For the purposes of this Article, "harassment" means

- (a) a course of vexatious comment or conduct in relation to one or more of the following attributes that is known or ought reasonably to be known to be unwelcome:
 - race
 - creed
 - religion
 - colour
 - ethnic origin

- citizenship
- ancestry
- place of origin
- native language
- age
- sex
- sexual orientation
- gender identity
- gender expression
- marital status
- family status
- being HIV positive or having AIDS
- disability (mental or physical)
- record of offences or
- political affiliation or belief
- receipt of public assistance;

(b) workplace sexual harassment, as defined in paragraph 12.7 below;

(c) a course of vexatious comment or conduct with respect to a person or persons in the workplace that is known or ought reasonably to be known to be unwelcome, including any of the following, whether or not related to any of the attributes in (a) above:

- verbal abuse or threats, unwelcome remarks, jokes, innuendo or taunting;
- inappropriate communication via electronic mail or the staff intranet and/or acquiring, displaying or distributing pornographic or other offensive or derogatory images;
- ridicule;
- practical jokes causing awkwardness or embarrassment;
- body language or gestures that are disrespectful
- behaviour or conduct that might reasonably be expected to cause harm, discomfort, offence or humiliation;
- unwelcome invitations or requests, whether indirect or explicit;
- intimidation;
- hostile or obnoxious behaviour;
- bullying or persistently negative attacks on the personal or professional performance of an individual;
- condescending or patronizing behaviour undermining a person's self-respect.

12.6.2 The expression of intent to enforce this or other policies of the Agency in response to any action or inaction on the Employee's part does not constitute harassment for the purposes of this Article.

12.6.3 Harassment does not include

(a) performance management, such as routine coaching and feedback or appropriate and justifiable disciplinary action;

- (b) providing fair and reasonable constructive feedback or evaluation of the work completed by a colleague; or
- (c) minor differences of opinion or an occasional show of frustration in a respectful manner.

12.6.4 For the purposes of this Article, “workplace violence” means the threatened, attempted or actual exercise of physical force in the workplace that causes or could cause physical injury to another Employee.

12.6.5 Examples of workplace violence include, but are not limited to

- (a) threatening statements or behaviour that gives an Employee reasonable cause to believe that they are at risk of injury;
- (b) shaking of fists, brandishing of a weapon, destruction of property or throwing of objects;
- (c) verbal or written threats that express an intent to inflict harm;
- (d) physical attacks, with or without a weapon;
- (e) any other act that would arouse fear in a reasonable person in the circumstances.

12.7 WORKPLACE SEXUAL HARASSMENT

12.7.1 Sexual harassment includes

- (a) engaging in a course of vexatious comment or conduct against a worker because of sex, sexual orientation, gender identity or gender expression;
- (b) making a sexual solicitation or advance where the person making the 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.

12.7.2 Sexual harassment is coercive or one-sided. Relationships entered into with the express consent of both parties do not constitute sexual harassment.

12.8 COMPLAINTS PROCEDURE

12.8.1 An Employee who believes that they have been harassed as defined in paragraph 12.6 or 12.7 should

- (a) where the complainant feels comfortable doing so, immediately advise the alleged offender, either directly or with the assistance of a third person, that their behaviour is unacceptable and must stop;

- (b) make detailed notes of the alleged incident or incidents of harassment, including dates and times, the nature of the incident(s) and the names of any witnesses;
- (c) if unable or unwilling to discuss the problem with the alleged harasser or if discussion does not resolve the problem, report the alleged harassment to their supervisor or to the Chief Executive Officer or, if the incident involves the Chief Executive Officer, to an officer of the Agency's board of directors;
- (d) file the complaint(s) within a reasonable period of time following the incident(s) complained of.

12.8.2 *Investigation of Complaints of Harassment*

- (a) Upon receiving a complaint of harassment by an Employee, the supervisor of the Employee alleging harassment will immediately inform the Chief Executive Officer, who will assign an internal or external person to investigate the complaint and, if they find that harassment has occurred, take appropriate disciplinary action against the harasser, up to and including discharge.
- (b) Upon learning of an allegation of harassment by a member of the Board, the Chief Executive Officer will inform the President, or, if the complaint concerns the President, another officer of the Board, who will investigate the complaint and, if they find that harassment has occurred, take appropriate action. Such action may include asking the Board to invoke the sanctions available under the Agency's Ethical Conduct Policy.
- (c) An officer of the Board who receives an allegation of harassment from an Employee against the Chief Executive Officer will inform the President, who will investigate the complaint and, if they find that harassment has occurred, take appropriate action or ask the Board to take appropriate action.
- (d) Where an Employee, following the procedure above, makes a complaint and the complaint is not investigated in a timely way or to the Employee's satisfaction, the Employee may report the alleged harassment or violence to the Board.
- (e) As part of the investigation into any formal complaint, the alleged offender will be informed of the investigation and given an opportunity to be heard.
- (f) The investigation may include interviewing the complainant, alleged offender and any witnesses.
- (g) The investigator may make a finding of
 - sufficient evidence to conclude that this Article was violated;

- insufficient evidence to conclude that this Article was violated; or
 - sufficient evidence to conclude that the Article was not violated.
- (h) The investigator will prepare a written report of their findings and forward it to the Chief Executive Officer or, if the complaint concerns the Chief Executive Officer, the President.
- (i) The investigator and the Chief Executive Officer or the President will ensure that information obtained about a complaint, including the participants' identities, is not disclosed unnecessarily.
- (j) In determining the appropriate action to take under this paragraph, the Agency will consider the following factors:
- the nature and frequency of the harassment;
 - the degree of aggressiveness and physical contact;
 - in the case of sexual harassment, whether or not coercion occurred;
 - the impact of the incident on the complainant;
 - the vulnerability of the complainant; and
 - any mitigating circumstances.
- (k) The personal background, lifestyle or mode of dress of an Employee alleging sexual harassment may not be taken into consideration in assessing a complaint.
- (l) The complainant and the alleged harasser will be informed in writing of the results of the investigation and of any corrective action that has been taken or that will be taken as a result of the investigation. Extraneous personal information about other parties may not be shared with either the complainant or the alleged harasser.

12.9 COMPLAINTS PROCEDURE FOR WORKPLACE VIOLENCE

12.9.1 Reporting Incidents of Workplace Violence

- (a) An Employee who believes that they have been subjected to or who has witnessed, has knowledge of, or has reason to believe that workplace violence may occur, must immediately report this to the person most senior in rank who is present in the office where the incident occurred or may occur.
- (b) In a situation requiring an immediate emergency response, 911 should be called and, as appropriate, Employees should be instructed on how to protect themselves.
- (c) Employees should report non-emergencies, such as threats or threatening behaviour, soon as possible to their supervisor.

- (d) The Employee should make detailed notes about the incident as soon as possible, including the date, time and nature of incident(s) and names of any witnesses.

12.9.2 *Investigating Complaints of Workplace Violence*

- (a) The investigation process for complaints of workplace violence will follow the same process as set out in paragraph 12.8.2. For this purpose, “workplace violence” will replace the word “harassment” whenever it appears in 12.8.2.
- (b) The appropriate law-enforcement agency may conduct its own investigation.
- (c) An Employee who is found to have subjected another Employee of the Agency to workplace violence or otherwise to have violated this Article may be subject to disciplinary action, up to and including immediate dismissal.
- (d) An Employee who makes a complaint of workplace violence has a right to know, following the Agency’s investigation of the complaint, whether it was upheld and, in general terms, what action was taken as a result.

12.10 PROCEDURES APPLYING TO BOTH HARASSMENT AND WORKPLACE VIOLENCE

- 12.10.1 The Agency will not tolerate reprisals or retaliatory measures against an Employee who, in good faith, makes a complaint of harassment or workplace violence within the meaning of this Article. All persons involved in the processing of a complaint will ensure that the complainant is neither penalized nor subjected to any prejudicial treatment as a result of making a complaint in good faith.
- 12.10.2 An Employee who knowingly makes a false accusation of harassment or violence may be subject to disciplinary action, up to and including immediate dismissal.
- 12.10.3 An individual affected by harassment or workplace violence has the right to seek resolution through alternative forums such as mediation or other forms of dispute resolution.
- 12.10.4 Nothing in this Article prevents an individual from pursuing other remedies following an incident of harassment or workplace violence, such as a criminal or civil action or a complaint to the relevant human-rights body.
- 12.10.5 Throughout the complaints process, an Employee who experiences or becomes aware of harassment or workplace violence has the right to the assistance of the Director, Human Resources and Administration or another Agency staff member responsible for human resources management.
- 12.10.6 Confidentiality is a necessary condition for the full and appropriate investigation of an incident of harassment or workplace violence and for the provision of appropriate support to all parties involved. The Agency will try to maintain

confidentiality as far as possible. However, an Employee will be entitled to see whatever personal information the Agency has gathered about them in the course of the investigation. Personal information about other parties will not be shared. Employees with questions or concerns should speak to the Chief Executive Officer.

13. Employee Wellness

In support of the health and wellbeing of its Employees, the Agency will provide Temporary and Permanent Employees with benefits under an Employee Wellness Program.

14. Health and Safety

14.1 COMPLIANCE WITH LAWS AND REGULATIONS

The Agency will comply with all applicable federal, provincial and municipal laws and regulations regarding health and safety in the workplace.

14.2 WORKPLACE STANDARDS

The Agency will make provision for the maintenance of a reasonable standard of health and safety in the workplace, including a properly lighted, heated, ventilated and cooled working environment.

14.3 RIGHT TO REFUSE TO WORK

Any Employee may refuse to work or to perform particular work if they have good reason to believe that any equipment, machine, device or part of the physical work environment poses a danger to their health. The Director, Human Resources and Administration must be informed immediately of any such refusal to work and is responsible for judging that the alleged danger does or does not exist or that it has been alleviated. If an Employee is prevented from carrying on their normal duties due to the shutting down of a portion or all of the workplace, the Employee may be temporarily reassigned to other duties.

Any Employee may refuse to work where they have reason to believe that they may be subjected to workplace violence. The Employee does not need to remain at their workstation and should remove themselves to a safe place nearby while the situation is investigated and the threat resolved.

14.4 EMPLOYEE CONDUCT

Employees will at all times avoid conduct that puts the physical health and safety of other Employees at risk.

14.5 EMPLOYEE SUGGESTIONS

Any Employee may at any time bring to the attention of the Director, Human Resources and Administration any suggestions for improving the health and safety of the workplace.

15. Conflicting Employment Relationships

15.1 POLICY

- 15.1.1 In recognition of the principle that individual merit should be the overriding criterion for appointment to the Agency's staff, subject to paragraphs 15.1.2 and 15.1.5, there is no general prohibition against the Agency hiring or retaining persons having a Family or Personal Relationship with another Employee or with a member of the Board of Directors.
- 15.1.2 A person having a Family or Personal Relationship with the Chief Executive Officer may only be hired or retained with the express approval of the Board of Directors and on terms explicitly approved by the Board.
- 15.1.3 In order to avoid conflicts of interest and the appearance of favouritism or bias, to facilitate effective staff supervision, to ensure the security of the Agency's assets and to protect staff morale, no Employee may supervise or be employed under the direct supervision of a person with whom they have a Family or Personal Relationship.
- 15.1.4 No person may participate, directly or indirectly, in the initial hiring or subsequent assignment or promotion of a person with whom they have a Family or Personal Relationship, nor may they participate in
- (a) the classification of the Employee's position;
 - (b) the determination of the Employee's salary;
 - (c) the approval of changes in the Employee's employment status;
 - (d) the Employee's performance review; or
 - (e) the Employee's dismissal.
- 15.1.5 No persons having a Family or Personal Relationship may serve on the Agency's senior management team at the same time.

15.2 DEFINITIONS

15.2.1 *Family Relationship*

For the purposes of this policy, a person standing in any of the following relationships to another person, whether by blood, adoption, current marriage or current common-law relationship, is deemed to have a Family Relationship with that person:

- (a) spouse, whether same-sex or opposite-sex
- (b) parent

- (c) child
- (d) sibling
- (e) first cousin
- (f) aunt or uncle
- (g) nephew or niece
- (h) brother- or sister-in-law
- (i) mother- or father-in-law
- (j) son- or daughter-in-law
- (k) step-parent
- (l) step-child

15.2.2 *Personal Relationship*

A Personal Relationship is defined as a current relationship outside the workplace in which two people have close emotional ties to each other that could reasonably be viewed as affecting the ability of one or both of them to perform their duties within the Agency impartially and without real or perceived conflict of interest.

15.3 DISCLOSURE

- 15.3.1 Any Family or Personal Relationship between an existing Employee or a member of the Board of Directors and a candidate for employment with the Agency must be disclosed to the Agency at the time the application for employment is made. The burden of disclosure rests with both the applicant and the other party to the relationship.
- 15.3.2 Family or Personal Relationships arising between two existing Employees or between an Employee and a member of the Board of Directors must be disclosed to the Employee's supervisor within ninety (90) days after the relationship begins.
- 15.3.3 Employees will be subject to discipline up to and including discharge for any breach of the provisions of this paragraph.

15.4 DUTY TO ACCOMMODATE

Where a Family or Personal Relationship is disclosed under paragraph 15.3.2, the Agency will make every reasonable effort to accommodate the Employee or Employees concerned by reassigning one of them to another division or work unit, as may be appropriate. If such an adjustment would have an adverse effect on the Agency's orderly operation, or if the related

persons refuse the adjustments, the employment of the Employee or Employees may be terminated. The notice provisions of Article 11 will apply in that event.

16. General Provisions

16.1 CONFIDENTIALITY

- 16.1.1 Employees are required to keep confidential all matters of a confidential or private nature coming to their knowledge (whether in oral, written or electronic form) respecting the Agency or its government clients, their operations and their employees, including all information deemed to be confidential under the Agency's agreements with its government clients. If there is any doubt as to the confidential nature of the information, the Employee should seek guidance from his or her supervisor or the Chief Executive Officer.
- 16.1.2 An Employee's supervisor, the Chief Executive Officer, or the Board of Directors of the Agency may at any time determine that a particular matter is of a confidential or private nature and such determination will be binding on the Employee, provided the Employee or Employees generally are advised of the determination.
- 16.1.3 All Employees, including Casual Employees, are bound by any further policies respecting conflict of interest or confidentiality that the Board of Directors may adopt, as if those policies formed part of this Human Resources Policy.
- 16.1.4 Any Employee who violates the confidentiality provisions of this paragraph is liable to discipline up to and including discharge.
- 16.1.5 Upon termination of employment, all Employees, including Casual Employees, must deliver to the Agency all documents, correspondence, electronic files, plans or other material created or obtained in the course of the performance of their duties with the Agency, unless release of specific materials has been explicitly authorized by the Agency.

16.2 ETHICAL CONDUCT AND CONFLICT OF INTEREST

- 16.2.1 No Employee, including a Casual Employee, may hold a position or engage in activities, whether paid or unpaid, that could reasonably be expected to place the Employee in a conflict of interest with the Agency.
- 16.2.2 All Employees, including Casual Employees, are bound by any further policies respecting conflict of interest or ethical conduct that the Board of Directors may adopt, as if those policies formed part of this Human Resources Policy.
- 16.2.3 All Employees, including Casual Employees, are further bound by the conflict of interest provisions set out in the Agency's agreements with CMHC and any other government clients.

- 16.2.4 Employees, including Casual Employees, must refrain from publicly challenging the federal government or CMHC with respect to the policies that govern the programs the Agency administers on behalf of CMHC.
- 16.2.5 Staff may not use an Agency account or e-mail address to post to public discussion groups, blogs, chat rooms or other public forums on the Internet unless authorized by management to represent the Agency. Management reserves the right to require the removal of any Internet posting by an Agency staff member that it deems potentially damaging to the Agency's reputation.
- 16.2.6 All Employees are subject to disciplinary action, up to and including discharge, for any breach of the provisions of this Article.

16.3 COPYRIGHT

- 16.3.1 All written materials, plans, electronic files, computer programs or other materials in which copyright or property rights can exist and prepared by an Employee and in any way connected with any of the duties of the Employee are the sole property and copyright of the Agency.
- 16.3.2 In accepting employment with the Agency, all Employees are deemed to have signed and set over to the Agency all right, title, interest and copyright in all of the foregoing. Employees may be required to execute specific assignments in pursuance of this paragraph, upon request.