

## **OCIC PERSONNEL POLICY**

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## 1.0 Statement of Philosophy & Purpose

OCIC's mandate reflects its commitment to self-determination and shared responsibility with its members. OCIC seeks to treat its own employees accordingly and therefore endeavours to develop personnel policies, practices and procedures that respect the following principles and ideals:

- employees are treated with dignity, justice and equity;
- employees are afforded opportunities to be creative and grow professionally in their roles;
- employees perceive the value of their work and of themselves to OCIC, its members, and to society at large.

The purpose of OCIC's Personnel Policy is to define the rights and responsibilities of its employees, as well as the rights and responsibilities of OCIC as an employer. This policy is intended to be applied in collaboration with other OCIC policies, including the Anti-Oppression and Anti-Racism Policy; Gender Equality Policy; Prevention of Sexual Exploitation, Abuse and Harassment (PSEAH) Policy and Code of Conduct; and Respect in the Workplace Policy. OCIC has a duty of care to ensure that everyone engaged with the Council, including employees, Board Directors, interns and volunteers, are treated with dignity and respect, regardless of identity, and are able to safely and equitably access OCIC.

The OCIC Personnel Committee is composed of Board Directors, the Executive Director and others as defined in the OCIC Personnel Committee Terms of Reference. The OCIC Personnel Policy and all changes to it must comply with the Ontario Employment Standards Act, the Ontario Human Rights Code, the Ontario Occupational Health and Safety Act, and the Ontario Accessibility for Ontarians with Disabilities Act, 2005, each as amended, and must be approved by the OCIC Board of Directors.

## 2.0 Definitions

An **employee** refers to a person who is employed by OCIC to do any work for hire or compensation under an employment contract.

A **full-time employee** is an employee who works 26 hours or more per week.

A **part-time employee** is an employee who works 25 or less hours per week.

A **permanent employee** is an employee who is hired under a long-term, standing contract.

A **fixed-term employee** is an employee who is hired for a specific term, with a start and end date.

**Supervisor** means the President of the Board of Directors in the case of the Executive Director, and the Executive Director or Director of Operations, in the case of most other employees.

**Working from home** generally refers to a situation where an employee performs their job duties from their home instead of commuting to an office or other workplace. This can be a temporary arrangement, such as during a pandemic or inclement weather, or a more permanent one.

**Remote work** refers to a work arrangement where an employee performs their job duties from a location outside of the employer's physical office or workplace. Remote work is not limited to a specific location or schedule, and often involves using communication and collaboration tools to work with colleagues who may be in different time zones or even countries.

**Disconnecting from work** means not engaging in work-related communications, including emails, telephone calls, video calls, text messages or the sending or reviewing of other messages, so as to be free from the performance of work.

An **office** is a shared physical location secured and managed by OCIC where employees work together collectively to carry out their workday.

A **virtual workplace** is a secure and digitally connected "home office" of employees, where they carry out the majority of their workday.

### **3.0 Application and Scope**

3.1 Unless otherwise stated, the OCIC Personnel Policy applies to all employees, with the exception of articles related to vacation and benefits. Employees hired for periods of less than 12 months are not entitled to vacation and benefits, but are entitled to vacation pay in accordance with [Ontario's Employment Standards Act, 2000](#), as amended ("Employment Standards Act"). A part-time fixed-term employee is not entitled to benefits.

### **4.0 Review**

4.1 As per OCIC's 5-year review policy, this Policy is to be reviewed and/or updated by the Personnel Committee by July 2029. Any changes must be approved by the OCIC Board of Directors.

### **5.0 Human Rights**

5.1 OCIC is committed to providing a work environment free of discrimination and harassment, where all individuals are treated with respect and dignity, can contribute fully, and have equal opportunities. To meet this commitment, OCIC will abide by the [Ontario Human Rights Code](#) and its policies.

5.2 Every employee will be treated without discrimination, interference, restriction or coercion in hiring, firing, training, upgrading, promotion, transfer, lay-off, and recall, regardless of age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed/religion, disability, family status, marital status (including single status), gender identity, gender expression, record of offences, sex (including pregnancy and breastfeeding), or sexual orientation.

5.3 OCIC will ensure that the above right to equal treatment is upheld in the areas of rate of pay within each role classification, overtime, hours of work, holidays, benefits, discipline, and performance evaluations.

5.4 OCIC has a duty to accommodate employees to eliminate negative treatment based on the prohibited grounds of discrimination. OCIC will accommodate to the point of undue hardship, which can only be considered when adjustments to a policy or practice would incur financial cost, necessitate outside funding, or create risks to the health or safety of a person.

5.5 Every employee, upon due notice to their supervisor, is permitted to observe the religious obligations and practices of their faith.

5.6 Every employee has the right without fear of reprisal, to register human rights complaints, as per the employee complaint procedures outlined in OCIC's [Respect in the Workplace](#) Policy, or to file a complaint with the [Ontario Human Rights Tribunal](#).

**See also** 16.0 Health & Safety and the following OCIC policies: [Respect in the Workplace](#), [Anti-Oppression and Anti-Racism Policy](#); [Gender Equality Policy](#); [PSEAH Policy and Code of Conduct](#).

## **6.0 Confidentiality**

6.1 As defined by PIPEDA, personal information includes: any factual or subjective information, recorded or not, about an identifiable individual. This includes information in any form, such as:

- Age, name, ID numbers, income, ethnic origin, or blood type;
- Opinions, evaluations, comments, social status, or disciplinary actions;
- Employee files, credit records, loan records, medical records.

6.2 OCIC is committed to upholding the principles of Canada's [Personal Information Protection and Electronic Documents Act \(PIPEDA\)](#) in the way it collects, uses and discloses personal information. While OCIC is not subject to the protection obligations outlined in PIPEDA, OCIC adheres to PIPEDA's 10 Fair Information Principles to ensure the safety of employee personal information.

6.3 OCIC will ensure that any private employee information that is collected adheres to the principles outlined below:

- **Accountability:** OCIC is responsible for all employee personal information under its control and will ensure its accountability to the 10 Fair Information Principles.
- **Identifying purposes:** OCIC will always identify to employees why their personal information is being collected.
- **Consent:** Employee consent is required for the collection, use or disclosure of employee information, as appropriate.
- **Limiting collection:** OCIC will collect only the personal employee information that is required for the administration of pay, benefits, and other human resource activities. This information will always be collected in fair and legal ways.

- **Limiting use, disclosure, and retention:** Unless required by law, all private employee information collected by OCIC will be used only for the purposes for which it was collected. Private employee information will be retained only as necessary to serve the purposes for which it was collected.
- **Accuracy:** OCIC will maintain personal employee information as accurate, complete, and as up to date as possible. OCIC may request periodic updates from its employees to ensure that the information on file is accurate.
- **Safeguards:** OCIC will protect any personal employee information it has collected, either by locked filing cabinets, encrypted drives, or any other means necessary to ensure the privacy of the information.
- **Openness:** OCIC will disclose its purposes for the collection of employee information and will have this information available upon request from employees.
- **Individual access:** Employees of OCIC have the right to view what personal employee information has been retained. Further, employees may challenge the accuracy of this information and suggest modifications to the information, as necessary.
- **Challenging compliance:** While OCIC is not subject to the compliance regulations under PIPEDA, it will endeavour to meet or exceed the principles established by the Act. Should an employee have a way that OCIC could improve the safety of personal employee information, they may bring it forward to their supervisor.

6.4 OCIC will maintain a confidential personnel file for each employee that contains their application, references and evaluations for 7 years after the end of employment. The employee will have access to their own file upon request. Personnel records pertaining to payroll, vacations and overtime will be stored securely.

6.5 Employees are responsible for keeping their personal information up-to-date with the Director of Operations. This includes mailing address, telephone numbers, dependents, emergency contact information, additions/deletions for benefits, educational accomplishments.

6.6 Employees will not, except as required in the performance of their duties at OCIC, use or disclose any information that is of a secret, proprietary, confidential or generally undisclosed nature, relating to OCIC's finances or accounting, clients, funders or fundraising, donors, suppliers, employees, independent contractors, communication techniques, marketing strategies, intellectual property, personnel records or internal policies and procedures. Unauthorized use or disclosure of any of the abovementioned confidential information will justify dismissal without notice or pay in lieu of notice.

## **EMPLOYMENT STANDARDS**

### **7.0 Job Descriptions**

7.1 Every employee will have a job description.

7.2 The job description of the Executive Director will be reviewed at least every 5 years by the Personnel Committee, and approved by the Board of Directors.

7.3 Job descriptions of all other employees will be developed by the Director of Operations in collaboration with the Executive Director, and will be reviewed by member(s) of the Personnel Committee on a periodic basis.

## **8.0 Hiring**

8.1 When recruiting staff, OCIC aims to hire the best candidate for the position based on the applicant's qualifications and merit in terms of knowledge, skills, and experience. OCIC will not discriminate against job applicants on any of the grounds protected by human rights legislation during any phases of the recruitment, screening and hiring process. All job applicants will be treated with dignity and respect.

8.2 OCIC employment opportunities will be circulated either internally to all employees or both internally and broadly through OCIC communications channels and other public mechanisms, on the joint discretion of the Executive Director or designate, and the Personnel Committee.

8.3 OCIC welcomes applications from persons with disabilities and will provide accommodations during all stages of the hiring process, upon request. This statement will be added to any job postings and all applicants will be reminded of this policy when they are invited to an interview, and within any job offer provided.

8.4 All applications will be submitted electronically and will include a cover letter, CV and a minimum of two professional references.

8.5 Professional training, relevant and related experience, education and any other qualifications appropriate to the responsibilities of the position will be regarded as desirable factors in the selection process. At no time during the interview process will any questions be asked that touch on any prohibited areas outlined in the Human Rights Code (age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status, gender identity, gender expression, record of offences, sex/pregnancy, or sexual orientation).

8.6 A minimum of two professional references will be checked prior to any offer of employment to external candidates.

8.7 Applicants for the position of Executive Director will be reviewed by a hiring committee composed of at least two members of the Board of Directors and one member of the Personnel Committee. The hiring committee will conduct interviews, check references and make recommendations. The Board of Directors will make final decisions on employment offers.

8.8 Applicants for all other positions will be reviewed by a hiring committee composed of the Executive Director or designate and at least one member of the Personnel Committee or Board of Directors. At the discretion of the Executive Director, the hiring committee may also include one or more employees. The hiring committee will conduct interviews, check references and make recommendations. The Executive Director will make final decisions on offers of employment.

8.9 Members of hiring committees must declare any personal relationship with a prospective employee to the Personnel Committee, in advance of the interview process. The Personnel Committee will then determine whether a conflict of interest exists.

8.10 Offers of employment will be provided in writing and will include a job description and terms and conditions of employment, including compensation details, terms of probation, a copy of OCIC's Personnel Policy, reference to the Ontario Employment Standards Act, and any other pertinent policies and information. Once the offer of employment is signed by the employee and any additional agreed terms have been met, the new employee may begin work at the agreed upon date.

8.11 During the first week of orientation, new employees must read and sign OCIC's PSEAH.

8.12 OCIC will ensure any personal information collected during any stage of the recruitment and hiring process is retained in an appropriate manner and remains confidential.

*See also* OCIC's [Accessibility Policy](#).

## **9.0 Orientation and Probation**

9.1 The Director of Operations is responsible for ensuring the full orientation of each new employee. New employees will receive orientation and training about key policies and safety issues that pertain to their position or that are required by law.

9.2 A three-month probationary period is a required condition of any contract.

9.3 The employer has the option to waive the probationary period for an employee whose contract is renewed after successful completion of a previous contract.

9.4 A written evaluation signed by the employee and their supervisor will be conducted following the probationary period. Any significant concerns arising during the interim will be communicated verbally and in writing.

9.5 Additional evaluations may be scheduled at the discretion of the supervisor, as needed.

9.6 During the probationary period, employment may be terminated in writing by the employer, if fair assessment finds the employee is unsuitable for the position, or by the employee.

## **10.0 Work Schedules**

10.1 Full-time employees are generally expected to work 7.5 hours per workday, Monday to Friday, for a total of 37.5 hours per week. Employees must consult with their supervisor to determine an individual schedule, if needed, and seek approval from their supervisor to work more than the hours stipulated in their contract, in any given week.

10.2 The Ontario [Employee Standards Act](#) defines overtime as any hours worked above 44 in one work week. To determine overtime pay entitlement, employers may average an employee's hours of work during separate, non-overlapping, contiguous periods of 2 or more consecutive weeks if 1) the employee has made an agreement with the employer that his or her hours of work may be averaged

over periods of a specified number of weeks and 2) the averaging period does not exceed 4 weeks or the number of weeks specified in the agreement, whichever is lower.

10.3 OCIC employees are expected to arrange their work schedules so as not to exceed an average of more than 44 hours per week within a 4-week period. As such, employees are not entitled to overtime pay, unless required under the *Employment Standards Act*.

10.4 Any hours worked beyond the hours stipulated in an employee's contract but below the overtime threshold of 44 hours weekly will be compensated by equivalent time off and must be taken within two months, or within a timeframe mutually agreed upon by the employee and their supervisor.

10.5 In the event an employee is separated from OCIC before they have taken time off in lieu of hours worked, the employee will receive the hours on their final pay cheque.

10.6 Each employee must track and record the hours they work at OCIC and submit detailed electronic timesheets each month.

### **11.0 Public Holidays**

11.1 The following nine statutory holidays are granted to all employees with pay: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

11.2 Full-time employees will also receive time off with pay for Easter Monday, Civic Holiday and the working days between Boxing Day and New Year's Day.

11.3 Consideration will be given to employees who observe religious holidays that do not coincide with the holidays mentioned in 11.1 or 11.2, in consultation with their supervisor. These employees may substitute recognized statutory holidays, regular vacation days or additional hours worked, or take leave without pay.

11.4 When any of the holidays listed in 11.1 fall on a Saturday or Sunday OCIC will observe the holiday on Friday or Monday as determined by the Executive Director and Director of Operations.

11.5 Employees are entitled to public holiday pay for the holidays listed in 11.1 in the amount of an average of the employee's regular daily wages earned, including any vacation pay, during the preceding four weeks leading to the public holiday. Salaried employees will receive their regular salary.

### **12.0 Vacation**

12.1 All full-time employees who have satisfactorily completed their probationary period will be entitled to the following number of vacation days per fiscal year, unless otherwise indicated in their employment agreement:

- First two years of employment, from the hiring date - 15 working days
- More than two years of employment - 20 working days

12.2 Part-time or hourly employees are entitled to vacation pay as a percentage of their gross earnings (excluding any vacation pay) as outlined below. Vacation pay will be paid on each pay cheque as it accrues:



- First two years of employment, from the hiring date - 4%
- More than two years of employment - 6%

12.3 For new employees hired during the fiscal year, any vacation time earned before the start of the new fiscal year will be prorated.

12.4 All requests to use vacation time must be approved by the employee's supervisor. Absences of three days or more must be requested in writing and submitted at least 10 working days in advance of the planned absence.

12.5 Employees shall endeavour to take all of their vacation time in a timely manner and may carry over up to five days to the next fiscal year. No additional carryover of vacation time is allowed unless granted in writing by special permission of their supervisor.

12.6 Should an employee be sick during their scheduled vacation they may apply one or more of their remaining sick days and reschedule the vacation day(s) following their return to work.

12.7 Should an employee commence sick leave, pregnancy leave or parental leave prior to their scheduled vacation, the employee shall be considered to be on leave until they return to work, and the vacation shall be rescheduled. For the duration of a maternity or parental leave, vacation time only will accrue; vacation pay does not accrue during this time away.

12.8 If an employee ceases to be employed by OCIC or takes an unpaid leave of absence as set out in Article 13 of the [Employment Standards Act](#) prior to taking their vacation time, it will be paid out in their paycheque along with any other owed amounts at the time of cessation of employment or commencement of the leave of absence.

### **13.0 Protected Leaves**

13.1 OCIC recognizes that qualified employees have the right to take job-protected leaves without any negative consequences to their employment. Under the [Employment Standards Act](#), the following leaves are protected; OCIC exceeds the benefits in several of these respective leaves:

- Pregnancy Leave
- Parental Leave
- Sick Leave
- Bereavement Leave
- Family Responsibility Leave
- Family Caregiver Leave
- Family Medical Leave
- Critical Illness Leave
- Child Death Leave
- Crime-related Child Disappearance Leave
- Domestic or Sexual Violence Leave
- Unpaid Infectious Disease Emergency Leave
- Organ Donor Leave
- Reservist Leave

- Jury Duty Leave
- Voting Leave

13.2 Employees have the right to continue to participate in OCIC's benefits plan during their job-protected leave of absence. If an employee wishes to opt out of their participation in these benefits, they must provide their request via written notice.

13.3 OCIC will continue to pay its portion of the employee benefits contribution to the employee's benefit plan, unless the employee has provided written notice that they'd like to opt out during the leave period.

13.4 Employees will continue to accrue seniority while on a job-protected leave.

### **13.6 Sick and Personal Leaves**

13.6 a) Every employee is entitled to three paid sick days per calendar year. This entitlement is the same, regardless of whether an employee is hired partway through the year. Employees must notify their supervisor in writing at the earliest possible opportunity when it is necessary to be absent due to personal illness, injury or medical emergency.

13.6 b) Unused sick days cannot be carried over into the following calendar year and do not entitle a departing employee to any compensation.

13.6 c) Where illness necessitates absence from work for a period longer than the employee's sick leave, the matter may be referred to the Personnel Committee for consideration.

13.6 d) In addition, every employee is entitled to three paid personal days per year (prorated). Unused personal days cannot be carried over into the following year and do not entitle a departing employee to any compensation.

### **13.7 Bereavement and Family Responsibility Leaves**

13.7 a) All employees will be entitled to up to five work days for bereavement leave without loss of pay or benefits in the case of death of a spouse (including both married and unmarried couples, of the same or other genders); death of a parent, step-parent, foster parent, child, step-child, foster child, brother or sister of the employee or the employee's spouse; or miscarriage or birth of a still-born child. See also 13.8 g).

13.7 b) All employees will be entitled to up to three work days for bereavement leave without loss of pay or benefits in the case of death of a grandparent, step-grandparent, grandchild, or step-grandchild of the employee or the employee's spouse; spouse of the employee's child, relative of the employee who is dependent on the employee for care or assistance, guide dog, or others who play a critical role in the day-to-day life of the family.

13.7 c) Where funeral services for leaves taken for the purposes outlined in 13.7 a) or b) occur outside Ontario or beyond three days, leave will be extended without pay to include reasonable travel time not to exceed three days when the services are held in North America, and 10 days when the services are held elsewhere.

13.7 d) Bereavement leave can be taken on the date of the death, or later for a funeral or to settle the estate.

13.7 e) Employees may take up to three work days for family responsibility leave, without loss of pay or benefits, for illness, injury, medical emergency, or other urgent health matters of a family member, as defined in 13.7 a) and b).

13.7 f) Employees may take the leave whether the illness is a planned event (such as surgery that is medically necessary), or an unplanned emergency, such as an urgent matter. Urgent matters could include an unforeseen need for childcare, as an example.

13.7 g) Bereavement leave and family responsibility leave entitlement resets every calendar year and may not be carried over. Entitlements remain the same, regardless of whether an employee is hired partway through the year.

### **13.8 Pregnancy and Parental Leaves**

13.8 a) An employee intending to request pregnancy or parental leave, or both, is encouraged to notify their supervisor in writing at the earliest possible opportunity.

13.8 b) All pregnant employees are entitled to pregnancy leave whether they are full-time, part-time, permanent or term contract provided that they start their employment with OCIC at least 13 weeks before the date the baby is expected to be born (the “due date”).

13.8 c) Birth mothers are entitled to take up to 17 weeks of unpaid job-protected pregnancy leave and up to 61 weeks of unpaid job-protected parental leave. Birth mothers who do not take pregnancy leave and all other new parents are entitled to up to 63 weeks of unpaid job-protected parental leave.

13.8 d) The earliest pregnancy leave can begin is 17 weeks before the employee’s due date and the latest is the baby’s due date (or actual date of birth if that arrives sooner). If an employee is still pregnant after the 17 weeks of leave, they may continue on until the birth and then commence their parental leave. Employees are entitled to return early from their leave if they desire to do so. However, they may not split up their leave and use up the unused part later.

13.8 e) Parental leave must start no later than 78 weeks after the date of the baby’s birth or the date the child came into the parent’s care. While parental leave must start within 78 weeks, it does not need to be completed then. Employees may return early from leave but may not re-embark on the leave to use up any remaining time.

13.8 f) Full-time permanent employees who have had a continuous work history with OCIC of at least three years will be offered a pregnancy/parental leave supplement of 20% of their salary for up to 12 months, in addition to EI maternity/parental benefits, once the employee’s regular pay and vacation pay has ended.

13.8 g) If an employee has a miscarriage or stillbirth within the 17-week period preceding their due date, they are entitled to job-protected pregnancy leave commencing the date of the miscarriage or stillbirth if leave had not already started.. Pregnancy leave for an employee who had a stillbirth or miscarriage

ends either 17 weeks after the leave started or 12 weeks after the miscarriage or stillbirth (whichever is later). See also 13.7 a).

### **13.9 Jury Duty**

13.9 a) OCIC will provide unpaid job-protected time away from work as necessary for employees to participate in jury duty or to serve as a witness.

### **13.10 Other Protected Leaves**

13.10 a) OCIC meets the provisions of the Employment Standards Act in granting entitlements to all other job-protected leaves of absence. These leaves include Family Caregiver Leave, Family Medical Leave, Critical Illness Leave, Child Death Leave, Crime-Related Child Death or Disappearance Leave, Domestic or Sexual Violence Leave, Unpaid Infectious Disease Emergency Leave, Organ Donor Leave, Reservist Leave, and Voting Leave.

### **14.0 OCIC Benefits**

14.1 Permanent employees (only) who have satisfactorily completed their probationary period are entitled to paid health benefits and to have 5% of their salary contributed to a group RRSP administered by OCIC.

### **15.0 Workplace Locations**

15.1 Daily operations of OCIC may take place in an office, in a virtual workplace where employees work from home offices, or a hybrid of these possibilities. OCIC recognizes that a diversity of workplace possibilities requires a commitment on behalf of individual employees and the employer to ensure productivity and connectedness. An essential building block for the success of the team is trust, built through transparency and mutual accountability between employees and supervisors.

15.2 Workplace arrangements are temporary and will be reviewed on a regular basis. In no way does a full-time working from home or hybrid schedule form a basis, expectation, or condition under the employee's employment agreement. OCIC reserves the right to amend the employee's schedule and place of work or to require a return to work full time at any time and reason at the sole discretion of OCIC.

15.3 When working remotely, employees are expected to be working during the times set out in their employment contract or agreed upon with their supervisor, taking breaks as outlined, and to maintain contact with the office and keep supervisors informed about the status of projects and any issues that arise.

### **16.0 Workplace Equipment**

16.1 Full-time employees will generally be offered and/or provided with a computer and other basic office supplies needed for employment purposes. Employment purposes refers to duties required as outlined in the employment agreement, job description or as directed by OCIC.

16.2 Use of OCIC's equipment should be for the benefit of OCIC and not for personal use or financial gain. Any activity that reflects negatively on the organization, poses a danger to the equipment, organization, or others or conflicts with other company policies will not be permitted. OCIC devices may not be used at any time to:

- Access, store or transmit illicit materials;
- Store or transmit proprietary information belonging to another organization or individual without prior express written permission;
- Harass others.

16.3 Employees will ensure all physical property loaned to them by OCIC is maintained in good working order and will notify their supervisor immediately in the event any OCIC equipment is broken, damaged, lost or stolen.

16.4 Employees who are required to use their personal computer, cell phone or internet connection to perform their job duties may receive modest compensation to help cover costs, as outlined in their employment agreement. Employees are personally responsible for all costs associated with their personal devices.

16.5 Recognizing the potential risks to OCIC and personal equipment, employees are responsible for:

- keeping the equipment secure from unauthorized access;
- protecting the equipment and ensuring the security of organizational and personal data, through the use of such tools as secure passwords, regular software updates, virus scans, data and system backups, closed internet connections, firewalls and where necessary, the use of encryption software;
- using a separate and secure account to access OCIC's materials.

16.6 Employees must agree to the terms and conditions set forth in this policy in order to be able to connect their devices to OCIC's shared platforms and systems. OCIC reserves the right to disconnect devices or disable access to OCIC platforms without notification, such as when a person ceases to be employed by OCIC.

## **17.0 Passwords and Data Security**

17.1 All employees must adhere to OCIC password and data security procedures for computers and other equipment used for business purposes. All devices must be password protected. If the computer or device an employee uses for business purposes is accessible by individuals who are not employed by OCIC, the employee must log out of all related business systems whenever they are not using it.

17.2 It is the responsibility of employees to ensure that digital documents of OCIC are shared on the office drive, and are accessible to co-workers at all times. All assets and files belong to OCIC as stated in employment agreements. All documents and information used by employees must be kept secure and

confidential, and employees must ensure that such documents and information are not accessible to others outside of OCIC.

17.3 OCIC makes use of various online software for communication and storing data. All employees are responsible for maintaining updated and accurate documentation, within the scope of their job responsibilities, according to their supervisor's guidance.

17.4 Employees must report any security breaches to their supervisor immediately.

### **18.0 Disconnecting from Work**

18.1 OCIC is committed to fostering a safe and healthy work environment for all employees. Accordingly, this section of the policy outlines OCIC's expectations regarding work-related communications in an effort to help employees to disconnect from work outside of established working hours.

18.2 This does not amend an employee's hours of work or rest periods. Employees' hours of work and rest periods are defined pursuant to their employment agreement and by agreement with the employees' supervisor in accordance with applicable employment standards legislation.

18.3 In general, OCIC does not expect employees to read or respond to work-related communications outside of their normal working hours, subject to the following exceptions:

- where operational or business needs require such communications and the employee has received notice in advance;
- where such communications are required due to the nature of the employee's duties;
- where the employee's role is managerial or supervisory in nature, in which case operational or business needs may require communications outside of normal working hours;
- where the employee has requested and been authorized to work flexible hours;
- in instances involving unforeseen operational or business needs;
- in cases of emergency;
- at the discretion of OCIC to address other situations that may arise.

18.4 Employees are encouraged to consider the following optional tools to help them disconnect from work:

- Enable automatic replies indicating the dates they are out of the office, the date they will return to the office, and an alternate point of contact during their absence;
- Include reference to the timing of their response to email communications in their email signature block;
- Use the "delay delivery" function when sending emails if the timing of their communication may not align with that of the recipient (e.g., where the sender and recipient are in different time zones or have different work schedules);
- Include a vacation alert in their signature block indicating the dates of an upcoming vacation.

18.5 OCIC will take steps to prevent situations of employees not disconnecting from work, including:

- Informing and periodically reminding employees that they are not required, even in a remote work setting, to handle work-related communications outside of their work hours;
- Inviting employees to contact management for support and to determine solutions if a particular situation becomes problematic.

18.6 Employees will be notified of any policy or legal changes related to “disconnecting from work” in accordance with applicable employment standards legislation.

## **19.0 Performance Management**

19.1 The Executive Director will be evaluated by the President of the Board of Directors and one additional Board Director, with the support of the Personnel Committee. This evaluation will be in the form of a [360-degree review](#) every three years, with a self-evaluation on the off years. All employees and a selection of members, partners and others and other key actors who work with the Executive Director will have an opportunity to provide confidential written comments to the Personnel Committee for consideration in this evaluation.

19.2 All other employees will receive an annual performance review identifying strengths and areas for improvement within the scope of their job description. This review will include a self-assessment component. A selection of peers, members and other key actors who work with the employee will have the opportunity to provide confidential written comments for consideration in this evaluation.

19.3 Every permanent employee will develop a professional development or performance improvement plan reflecting the assessment provided in their periodic performance review, on an annual basis.

19.4 Supervisors are expected to give feedback to employees on a regular basis. Where concerns about employee performance arise between regularly scheduled evaluation periods, the supervisor will notify the employee and give ample opportunity and reasonable assistance to the employee to improve. Continued failure to perform the duties outlined in the employee’s job description and contract or to adhere to OCIC policies may be considered cause for dismissal.

19.5 Supervisors will follow a program of progressive steps to address ongoing poor performance or issues such as violations of company policy; violations of health and safety rules and procedures, including workplace violence or harassment; behaviour that is not acceptable or ought to have reasonably been known to be unacceptable; serious performance concerns; or serious infractions that may result in the employee being terminated with cause. These steps are:

1. Counselling (non-punitive) in which the supervisor makes the employee aware of a concern, outlines suggested remedies and encourages the employee to succeed
2. First Written Warning
3. Second Written Warning
4. Final Written Warning and Possible Suspension without Pay
5. Termination with Cause

19.6 Not all improper conduct and behaviour is of the same severity. Steps taken must suit the circumstance. Certain actions, in isolation, may not warrant a response but the culmination of similar

actions may require counselling. A single severe action may require a written warning. Supervisors will ensure that steps taken suit the circumstances and that measures are applied with consistency and equity from one employee to another.

19.7 In all 5 steps, a letter will be drafted by the employer, or representative, outlining the action that was the cause for the discipline, the disciplinary step taken, expectations the employee must meet to improve and the next step in the discipline process should further discipline be required. In stage 1, the letter should clearly indicate the disciplinary measure is non-punitive.

19.8 This letter will be dated and signed by the supervisor. A copy will be provided to the employee receiving the discipline and a copy will be placed in the employees' personnel file. The letter will be removed from the employee's file 18 months after the date of issuance, provided the employee is free from further discipline in those 18 months. Upon each discipline, the 18-month time period begins anew for existing, active discipline on file.

19.9 In the case of an employee who has progressed through all the steps as outlined in this policy, the employer may terminate the employee with cause. The employer should outline the reasons for the termination and provide a summary of dates and prior disciplines which culminated into a termination. The employer reserves the right to terminate without cause.

19.10 At any point in the employment relationship, should the employee commit a serious act or violation, the employer may immediately proceed to termination with cause. The steps of this progressive process may not need to be followed. The employer reserves the right to terminate without cause. Examples of when immediate termination with cause may be just are as follows, but not limited to:

- Gross misconduct or insubordination
- Sexual harassment
- Discrimination, workplace violence or harassment
- Theft
- Misappropriation of funds
- Falsification of records
- Illegal, violent, or unsafe actions
- Purposely slander, libel, or defame the organization, including by using social media

19.11 Where an employee feels they have been unfairly disciplined under the progressive discipline framework, they may appeal the decision within 30 days of the disciplinary meeting. Employees must provide solid evidence of the unfair disciplinary measures enacted or provide proof that the concern being disciplined for did not occur as described. Management will review all appeals within a timely manner and provide the employee with a written response to the appeal, including the outcome of the appeal.



## **20.0 Termination of Employment**

20.1 OCIC will follow the rules set out in the [Employment Standards Act](#) and the terms set out in an employee's contract if/when ending the employment relationship. All terminations, no matter the cause, will be handled respectfully and in a confidential manner.

20.2 Upon termination, whether voluntary or involuntary, for cause or not-for-cause, OCIC will:

- Provide any monies owing including any outstanding vacation pay, on the final pay after the notice period;
- Deduct from the final pay any amounts owing to OCIC in respect of advances of pay or excess vacation time which an employee has received or taken during the course of their employment with OCIC;
- Issue a Record of Employment (ROE) within 5 calendar days after the end of the pay period in which an employee's interruption of earnings occurs so that eligible employees may apply for Employment Insurance (EI).

20.3 Whether the termination is voluntary or involuntary, the employee must return all OCIC property including such items as computer devices or office chairs. All intellectual property, or information, products or content created for OCIC, remains the property of OCIC.

20.4 Employees who are terminated for cause may not be eligible for rehire.

## **HEALTH AND SAFETY**

### **21.0 Health and Safety Statement**

21.1 OCIC is committed to providing and maintaining a safe and healthy work environment that meets or exceeds all applicable regulatory requirements as noted in the [Occupational Health and Safety Act of Ontario \(OHSA\)](#). This includes promoting health, safety, and well-being awareness; providing information, training, and competent supervision to employees about specific work tasks; ensuring employee participation in H&S initiatives; and monitoring safety hazards on an ongoing basis.

21.2 Supervisors, employees, and volunteers are all accountable to work together to always uphold their own health and safety and that of others. Supervisors must train their workers appropriately, make sure working conditions are safe, and monitor that employees are following safe work practices and procedures.

21.3 Employees and volunteers must do their part by implementing all safety training and practices; staying vigilant about their environment; and reporting any health or safety concerns to management or their health and safety representative right away. They are also encouraged to participate in health and safety initiatives, at any time.

21.4 OCIC employees, Board Directors, interns, volunteers and consultants are expected to adhere to public health guidelines, including current vaccination and other public health measures (e.g., masking,

social distancing) recommended by [Public Health Ontario](#), and other relevant [federal](#) and [global](#) regulations.

21.5 We must all remain committed to keeping each other safe and healthy in every way possible. At OCIC, we look forward to working together to do just that.

**See also** the following OCIC policies: Respect in the Workplace; PSEAH Policy and Code of Conduct; Anti-Oppression and Anti-Racism Policy.

## **22.0 Duties of Persons Directing Work**

22.1 OCIC recognizes its obligation to keep its employees safe from harm. It further understands that people who supervise or direct the work of others have a legal duty to keep those workers safe from harm. OCIC will educate and train all persons directing work to ensure they understand their obligations under the law to protect fellow workers. Those who supervise or direct the work of others can be held criminally responsible for failing to take reasonable steps to prevent bodily harm to the person whose work they are directing, or any other person, arising from that work or task.

22.2 “Person directing work” means anyone who undertakes, or has the authority, to direct how another person does work or performs a task according to section 217.1 of the *Criminal Code of Canada*. It not only applies to persons with a title of supervisor or manager, but anyone acting in that capacity, even temporarily.

22.3 OCIC will take every precaution reasonable in the circumstances for the protection of workers from illness and injury. This includes:

- Keeping a safe and well-maintained workplace;
- Providing information and training about the hazards of the workplace, proper safety equipment, and competent supervision.

22.4 Further, OCIC will uphold all rights all employees have under the OHS Act:

- The right to know about hazards in their work and get information, supervision, and instruction to protect their health and safety on the job;
- The right to participate in identifying and solving workplace health and safety problems;
- The right to refuse work that they believe is dangerous to their health and safety or that of any other worker in the workplace.

22.5 The OHS Act sets out the following duties for workplace supervisors:

- Ensure that workers work in the manner and with the protective devices, measures and procedures required;
- Ensure that any equipment, protective device, or clothing required by the employer is used or worn by the worker;
- Advise a worker of any potential or actual health or safety dangers known by the supervisor;
- Take every precaution reasonable in the circumstances for the protection of workers.

22.6 Employees must comply with their duties under the OHSA to:

- Work in compliance with the Act and regulations;
- Use or wear any equipment, protective devices or clothing required by the employer;
- Report to the employer or supervisor any known missing or defective equipment or protective device that may endanger the worker or another worker;
- Report any hazard or contravention of the Act or regulations to the employer or supervisor.

### **23.0 Health and Safety Representative**

23.1 If OCIC's workforce exceeds five employees, it will ensure that an employee-chosen representative is in place to complete health and safety duties. This representative may not exercise any sort of leadership or managerial functions. The employees who vote for their representative will also not exercise any managerial functions themselves. If the number of employees exceeds 19, OCIC will ensure that a Health and Safety Committee is put into place.

23.2 OCIC will provide the Health and Safety Representative with the necessary training to carry out their duties.

23.3 OCIC will ensure that the representative has sufficient time to coordinate an annual workplace health and safety inspection and complete or delegate a workplace health and safety inspection prior to in-person OCIC events. These inspections shall be kept on file. If the representative requires information or assistance in completing the inspection, they shall be provided with it.

23.4 The health and safety representative is responsible for providing written recommendations regarding health and safety at OCIC. Any such recommendations will be responded to by the Executive Director or their designate in writing within 21 days. The response will include when the recommendation will be implemented where OCIC agrees with the recommendation and alternatively reasons why the recommendation is disagreed with or not accepted.

23.5 The following are within the powers of the representative:

- To know about any tests involving equipment, machines, devices, articles, things, material or biological, chemical, or physical agent in the workplace;
- To be consulted on or be present when any such testing is occurring (upon the request of the representative);
- To be provided information from OCIC concerning:
  - Any identification of existing or potential hazards involving materials, processes, or equipment; and
  - Any other health and safety experience or knowledge of other companies as per OCIC's knowledge.

23.6 If a critical injury or death occurs, the representative will be required to inspect the place where the accident occurred (including if a machine, device, or thing was involved). Following the inspection, the representative is required to present their written findings to the Executive Director. OCIC must also

provide a written report within 48 hours to the Ministry of Labour, Immigration, Training and Skills Development about the incident.

## **24.0 Hazard Identification**

### 24.1 Definitions:

- A “hazard” is any practice, behaviour, substance, condition, or combination of these that can cause injury or illness to people, or damage to property.

24.2 OCIC will ensure that its workplace is assessed for any hazards. In the event that a hazard is identified that could cause injury to an employee, OCIC will ensure to either eliminate the hazard at its source or identify another way to perform the work that would not result in injury. In the event that the hazard cannot be corrected or removed, the appropriate personal protective equipment (PPE) will be provided.

24.3 In responding to hazards that could result in disease; bodily injury; changes in the way the body functions, grows, or develops; effects on a developing fetus; inheritable genetic effects; decrease in lifespan; changes in mental condition or effects on a person’s ability to accommodate additional stress, OCIC will apply the following hierarchy of controls, as recommended by the Ontario Ministry of Labour:

1. Elimination or substitution;
2. Engineering controls (including substitution, isolation, or ventilation);
3. Administrative controls (including changes in job schedules or maintenance practices); and
4. Personal protective equipment (PPE).

24.4 OCIC has the same obligation to protect the health and safety of employees when they are working remotely as it does when they are working together in person. To this end, OCIC will

- Provide relevant health and safety information and plans to ensure the employee’s safety while working from home, including but not limited to ergonomic safety, fire safety, and working alone, and ensure employees are following these expectations;
- Set clear expectations surrounding duties, expectations and deadlines, as well as the importance of taking scheduled breaks;
- Provide the necessary information and ensure they have the equipment the employee requires to complete their duties and maintain client and company information safely and confidentiality.

24.5 It is the employee’s responsibility to take breaks as scheduled and to set up a workspace in their home that allows them to perform their tasks in an efficient and safe manner. Employees will conduct regular assessments of their home workspace and report any hazards.

24.6 Employees must immediately inform their supervisor or their health and safety representative of any work-related illness or work accident that they have suffered at home or elsewhere so that OCIC can take the necessary measures.

24.7 The following list represents hazards that may exist at OCIC workplaces. In the event that one of these hazards is present and poses a risk, OCIC will work towards its elimination as is feasible in the workplace, following the steps of the hierarchy of controls. Note that this list is not exhaustive of every hazard that could be present; OCIC will reassess the workplace for additional hazards following a regular schedule.

- **Biological hazards** involving bacteria, viruses, insects, plants, birds, animals, humans or mould. As biological hazards may result in negative health effects, including allergies and skin irritation, OCIC will ensure to control any of these biological hazards at the source and provide PPE when it is not possible to completely eliminate the hazard through the hierarchy of controls.
- **Ergonomic hazards**, including simple actions such as lifting, pushing, carrying, pulling, lighting, hearing, sitting, or standing. When these actions are performed in a way that contorts the body in an unnatural way, or in a persistent way which puts strain on muscles or tendons, workplace injuries could result. The assessment of ergonomic hazards relates directly to the employee and the job that they are doing (specifically the manner in which they are completing the duties of their job) and matching the job to the employee completing the work. OCIC will ask employees to perform periodic ergonomic checks to verify that they are able to complete the actions required of their position without putting undue physical strain on themselves. Modifications to the workplace to minimize ergonomics hazards may include tools to help with manual lifting, ensuring that the lighting is adequate for the work being completed and modifying workstations to prevent musculoskeletal disorders (involving muscles, tendons and nerves) and to prevent injuries.
- **Physical hazards** are elements which could affect an employee's physical health and safety if they are outside of tolerable ranges or persistent to the point of being detrimental to health. Some physical hazards could include temperature (hot or cold); indoor air quality, including scents; noise levels (possible damage to hearing); radiation (including through sunlight, UV lamps, etc.). OCIC will assess the workplace for any of these physical hazards and ensure that all levels are within the acceptable ranges to ensure the health and safety of employees; taking needed action to correct the hazard if it is not.
- **Safety hazards** in OCIC's workplace could consist of the tools required to perform job duties, as well as the risk of slips, trips, and falls. Tools could refer to machinery, materials, transportation etc. These tools shall be assessed for safety on a regular schedule and repairs will be made to them once the need is known. Ladders are another safety hazard. Any employee asked to use a ladder will be provided with health and safety training on the safe operation of ladders, including three-point contact and the proper storage of ladders. For the prevention of slips, trips, and falls, OCIC will ensure that either non-slip mats or carpet are available during in-person gatherings where rain or snow may be tracked into the building and that all steps are a standard height with any changes in elevation clearly visible.
- **Chemical hazards:** OCIC will follow [GHS-WHMIS 2015 regulations](#) concerning any chemicals in the workplace and will ensure that SDS sheets are available for any chemicals present. Further, all regulations concerning the appropriate labelling, transportation, and storage of chemicals will be followed.

- **Psychosocial hazards:** Hazards that may be present in the workplace could consist of more than physical hazards or danger to the body. Hazards may exist that can adversely affect an employee's mental health. OCIC has zero-tolerance for any bullying, violence, or harassment in the workplace. Further details can be found in OCIC's [Respect in the Workplace Policy](#). OCIC will provide support for any employees under undue stress that is affecting their ability to complete their job duties. This may involve a reassessment of priorities or the elimination of conflicting job demands.

## **25.0 Right to Refuse Unsafe Work**

25.1 OCIC respects the legal right of employees to refuse work they believe is unsafe and will take the appropriate actions set out by the *Occupational Health and Safety Act* (OHSA). Employees may refuse any work, workplace condition or equipment they believe might endanger their health and safety, or the health and safety of another person. This right to refuse extends to workers who believe they may be endangered by workplace violence.

25.2 To initiate the work refusal, a worker must only state they feel unsafe and do not wish to proceed with a task or activity. There will be no negative consequence for employees who exercise their right to refuse in good faith and who adhere to the processes set out by law and in this policy.

25.3 OCIC will continue to pay the worker who is refusing to work at the regular rate during the work refusal process until a Ministry of Labour Inspector rules that it is safe to resume work. If the worker continues to refuse work beyond the point the work has been deemed safe, OCIC is no longer required to provide pay and may begin disciplinary action.

25.4 Under the law, the following procedure must be followed in the event of a work refusal.

- Step 1
  - The worker reports the refusal to their supervisor and then stays in a safe place. The worker may also notify their health and safety representative.
  - The employer or supervisor investigates the issue with the worker and a safety representative or other chosen worker representative present.
  - If an acceptable resolution to the issue is put in place, the worker can go back to work.
  - If no resolution is found, move on to Step 2.
- Step 2
  - If the worker continues to feel unsafe, the worker should continue to refuse and stay in a safe place.
  - The worker or employer (or someone representing either of them) should call the Ministry of Labour.
  - A Ministry of Labour Inspector will investigate the issue in consultation with the worker, safety representative and supervisor or management representative.
  - Any required/ordered changes to improve safety will be made.
  - The refusing worker will go back to work.

- During Step 1, if the supervisor has investigated and found a resolution they believe is safe, but the worker continues to refuse, the supervisor can ask another worker to perform the task while waiting for a resolution under Step 2. However, the supervisor must let the second worker know the task they are being asked to do has been refused by another worker, why the task was refused, and that an investigation with the Ministry of Labour is in process. The second worker may also refuse the work.