

**Upwood Park/Salvador Del Mundo
Co-operative Homes Inc.**

**PERSONNEL
POLICY MANUAL**

September 2016

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A. INTRODUCTION

1. INTRODUCTORY STATEMENT

Welcome to Upwood Park/Salvador Del Mundo Co-operative Homes Inc. (the **Co-operative**). We are delighted that you have brought your talents to the Co-operative.

The concept of community is fundamental to our objectives. Whatever your responsibilities are, your efforts make an important contribution to achieving our goals and we hope that you will take pride in being a member of our team.

This Human Resources Policy Manual (the **Policy Manual**) was prepared in order to explain the Co-operative's policies and procedures to you and governs many aspects of your employment relationship with the Co-operative. It is your responsibility to familiarize yourself with its contents and to ensure that your behaviour complies with its provisions. All Employees are required to review the contents of this Policy Manual and to acknowledge that they have read and understood its contents by signing on page 5.

We hope that your experience here will be challenging, enjoyable, and rewarding.

Sincerely,

The Board of Directors
Upwood Park/Salvador Del Mundo Co-operative Homes Inc.

2. DEFINITIONS

- a. **Board** means the Co-operative's Board of Directors;
- b. **Co-operative** means Upwood Park/ Salvador del Mundo Co-operative Homes Inc.;
- c. **Director** means a member of the Co-operative's Board;
- d. **Employee** means a person who supplies services or performs work for the Co-operative for a salary or wage and is not a contractor or Management Company. For more information see Section F: Job Classification;
- e. **Management Company** means an organization hired to provide property management services to the Co-operative; and
- f. **Manager** means the Co-operative's Property Manager.

3. APPLICATION OF THIS MANUAL

This Policy Manual applies to all Employees of the Co-operative. It guides both the Co-operative Manager and Employees and helps to ensure that the employment relationship is governed in a consistent and fair manner. The Policy Manual serves to set out our expectations of you and outlines what you can expect from the Co-operative. It is to be read in conjunction with your employment contract.

Many of your rights and obligations will be set out in detail in your employment contract. This Policy Manual, however, addresses many important topics and issues which are not covered by your employment contract and is a part of your employment contract with the Co-op. In the event that the Policy Manual conflicts with a term of your employment contract, Policy Manual will take precedence over the employment contract to the extent of the conflict.

Continuity and Amendments

The Co-operative reserves the right to amend this Policy Manual at any time. Employees will be provided written notice of material changes to salary, vacation entitlements, benefit plans and other Employee entitlements under this Policy Manual.

4. GOVERNANCE

Role of the Board:

The members of the Board are elected by the members of the Co-operative to govern the Co-operative. The Board's key duties are to: 1) ensure that the property is managed effectively and properly maintained; 2) ensure that the Co-operative adheres to its legal obligations, by-laws, resolutions and other commitments; 3) monitor the Co-operative's financial health and make financial decisions in the interest of the membership; 4) approve or reject membership applications; and 5) oversee the hiring, dismissal and direction of Employees and property management companies and determine their remuneration.

5. VISITORS IN THE WORKPLACE

To provide for the safety and security of Employees and facilities, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards Employee welfare and avoids potential distractions and disturbances. All visitors will be requested to remain in the office until a staff person is available to accompany them to the appropriate location.

B. HIRING POLICIES

1. HIRING EMPLOYEE'S RELATIVES

The Co-operative does not prohibit the employment of members of the same family. However, no person shall be employed, promoted, or transferred to a department where he or she would be the immediate Manager of, or receive direct supervision from, a person who is related to him or her as father, mother, brother, sister, uncle, aunt, husband, wife, same-sex partner, son, daughter, niece, nephew, grandparents, or such persons related by marriage or adoption or fostering.

Exceptions may be approved for such employment which would be for the benefit of the Co-operative, or serve a useful purpose consistent with the mission of the Co-operative.

2. AUTHORITY TO HIRE

The Board may choose to hire an Employee itself or appoint a board hiring subcommittee, the Management Company, Manager, or a subcommittee composed of any group of these persons to do

so.

At least one Director will be involved in hiring permanent Employees.

The Management Company, or Manager are authorized to hire temporary Employees as instructed by the Board, provided funds are available within the budget to do so. Where there is no budget, approval of the expense must be obtained from the Board.

The Board must approve the creation of any new permanent position and the Membership must agree to any resulting increase in the operating budget per the requirements of the Co-op's Occupancy By-law.

The Employee's job title, job description, general responsibilities and salary range shall be determined by the Board, upon recommendation from the hiring subcommittee, if there is one.

Any member of the hiring subcommittee for whom a conflict of interest exists or arises shall be disqualified from the subcommittee and replaced for the period of that particular hiring.

3. ELIGIBILITY OF MEMBERS

Co-operative members may not be hired as Permanent Employees at the Co-op.

4. ADVERTISING

The Co-op will advertise employment positions in places such as the Co-operative Housing Federation of Toronto website, other co-ops and local newspapers. A long lead-time is normally required when advertising by posted notices in order to allow people time to see them. As a result, deadlines for applications should be scheduled accordingly.

5. APPLICATIONS

Applications must be made in writing and shall be submitted to the Co-operative's office prior to the set deadline. The hiring subcommittee or Management Company or Manager may request résumés or other evidence of an applicant's qualifications.

6. SELECTION

After the deadline for applications, the hiring person or subcommittee will review all the applications and conduct interviews with qualified applicants.

After each interview, the hiring person or subcommittee will briefly consider the suitability of the candidate just interviewed.

After all interviews are completed, the hiring person or subcommittee will select the most qualified candidate, check references and recommend him or her to the Board for approval.

The chosen candidate, after Board approval, will be contacted verbally and be given the employment contract and this Policy Manual to sign and return. The signed employment contract and

acknowledgment contained in this Policy Manual constitutes acceptance of the offer of employment.

Once a candidate accepts the position, all unsuccessful candidates should be notified that the Co-op will not offer them employment promptly by the hiring person or subcommittee. .

7. EMPLOYMENT CONTRACT

An Employment Contract shall include:

- a. Title of the position being offered;
- b. Starting salary stated in bi-weekly or hourly terms;
- c. Name of the person to whom the Employee will report, or the Board where applicable;
- d. Duration of the Probationary Period, if any;
- e. Effective date of hiring and reporting time;
- f. The rules applicable to termination of the Employee; and
- g. Job description.

8. NOTICE TO MEMBERS

After approval by the Board and acceptance by the candidate, the members will be informed of the hiring by written notice and/or by announcement at the next General Members' Meeting,

C. EMPLOYEE RECORDS

1. EMPLOYMENT APPLICATIONS

The Co-operative relies on the accuracy of information contained in the employment application, as well as the accuracy of other data presented by the Employee throughout the hiring process and employment.

Any material misrepresentations, falsifications or omissions in any of this information or

data may result in a termination of employment for reasons of just cause.

2. CONTENTS OF EMPLOYEE FILE

The Co-operative creates and maintains records on Employees and makes its best efforts to ensure the accuracy and relevance of the information retained. The Co-operative is responsible for the storage and privacy of this information and takes precautions to prevent misuse of the information.

In accordance with the Confidentiality Policy below, no information shall be collected, used or disclosed in a manner that may contravene provincial or federal legislation regarding personal information. As well, the Co-operative is committed to ensuring that personal information that identifies an Employee by one of the prohibited grounds of discrimination listed in the *Human Rights Code* will remain private and confidential.

No information or records contained in the Employee File shall be released or made available to any other person or institution without the written consent of the Employee, except as may be permitted by another policy of the Co-operative or as may be required by law.

On hiring, an Employee File is to be established for each Employee. The file is to contain, but is not limited to, the following:

- Name, address, and social insurance number;
- Employment application and copies of any documentation submitted with it (ex. resume);
- Proof of qualifications, where specific qualifications were a condition of employment (i.e., valid driver's license, security officer licensee etc.);
- Income tax information (TD1);
- Group benefit applications/enrollments/beneficiaries if applicable;
- Vacation requests, records of sick days taken or lateness;
- Documents related to any leave of absence, suspensions, discipline, layoffs, call backs, termination and any severance or termination pay;
- Records of any disciplinary action and any letters of commendation;
- Copies of performance reviews;
- Change of status forms for any term of employment or personal information that is altered

Providing Reference Checks to Prospective Employers:

Where the Co-operative is contacted for a reference check, only the Manager or Board may respond.

Information provided will be restricted to the following:

- Title
- Length of employment
- Last job title
- Any changes in job title during the period of employment
- Confirmation of salary

If a more subjective assessment is desired, the Co-operative will only do so on receipt of a signed release from the former Employee stating that full agreement is made to such disclosure. The Co-operative retains the discretion to refuse to provide a reference.

3. EMPLOYEE ACCESS TO HUMAN RESOURCES FILE

Employees may review their personnel file provided that such reviews are:

- Scheduled by appointment at least two weeks ahead of time;
- Conducted in the Co-operative office; and
- Supervised by the Manager.

Employees may be permitted to have copies of documents to take with them; however, no documents may be removed from the file, nor may the file be taken from the Office.

4. PERSONAL DATA CHANGES

It is the responsibility of each Employee to promptly notify his or her Manager of any changes in personal data, including for example, mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency and educational accomplishments or certifications.

D. CONFIDENTIALITY POLICY

The Co-operative is committed to collecting, using and disclosing personal information only for appropriate purposes in a manner that recognizes the right of privacy of individuals. The Co-operative will follow the requirements of applicable privacy legislation and will only collect, use or disclose personal information with the consent of the individual to which the information pertains or where otherwise required by law.

In Accordance with Schedule 1 of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5 (Ontario), the Co-operative is guided by the following principles with respect to the

collection, use and disclosure of personal information:

1. **Accountability:** The Co-operative is responsible for personal information under its control. The Board and Manager are responsible for ensuring compliance with this Confidentiality Policy and its principles.
2. **Identifying Purposes:** The purposes for which personal information is collected shall be identified by the Co-operative at or before the time the information is collected.
3. **Consent:** The knowledge and consent of the individual are required for the collection, use, or disclosure of personal information, except where inappropriate. For example, it may be inappropriate to obtain knowledge and consent in the case of a serious threat of injury.
4. **Limiting Collection:** The collection of personal information shall be limited to that which is necessary for the purposes identified by the Co-operative.
5. **Limiting Use, Disclosure and Retention:** Personal information shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law.
6. **Accuracy:** Personal information shall be as accurate, complete, and up-to-date as is necessary for the purposes for which it is to be used.
7. **Safeguards:** Personal information shall be protected by security safeguards appropriate to the sensitivity of the information.
8. **Openness:** The Co-operative shall make readily available to individuals specific information about its policies and practices relating to the management of personal information.
9. **Individual Access:** Upon request, an individual shall be informed of the existence, use, and disclosure of his or her personal information and shall be given access to that information. An individual shall be able to challenge the accuracy and completeness of the information and have it amended as appropriate.
10. **Challenging Compliance:** An individual shall be able to address a challenge concerning compliance with the above principles to the Manager.

E. PERFORMANCE EVALUATION

1. PERFORMANCE EVALUATIONS

Frequency:

Performance of all full-time and part-time Employees will take place during the two week period before the end of the probationary period, and annually thereafter.

Annual performance evaluations shall be completed no later than four weeks before the

employment anniversary date.

An additional performance evaluation of any Employee may be conducted at the request of the Employee.

Contents:

The Performance Evaluation will include:

- A numerical evaluation of the Employee's competence in each job duty and/or requirement;
- A description of any job duties the Employee needs to improve on;
- A plan for how the Employee will make the necessary improvements; and
- A method for measuring the Employee's improvement.

Evaluation Procedures

1. Employees shall complete a written self evaluation based on a standard form and submit it to their Manager or evaluator.
2. The Manager/evaluator shall then complete the written Performance Evaluation appending to it to all submissions from other parties.
3. The Employee and Manager will then meet to review the Performance Evaluation. Comments and feedback raised at the meeting may be added to the written report.
4. Both the Manager and Employee will sign the Performance Evaluation;
5. The Manager will then submit the Performance Evaluation to the Board, recommending follow-up action as necessary, including salary or other changes;
6. The Employee may file a written objection or response to his or her Performance Evaluation. The Board will decide the course of action to be taken in response, and advise

the Employee accordingly. This may include meeting with the Employee in person to address their concerns, or revising the written evaluation.

7. A copy of the evaluation form will be kept in the Employee's personnel file for the period of his or her employment and two years afterwards.

F. JOB CLASSIFICATION

1. JOB DESCRIPTIONS

Job descriptions for all Employees shall be prepared either by the Board, a subcommittee of the Board, Management Company or Manager.

A job description for each position within the organization shall include: job title, effective date, reporting relationship, purpose of job, duties and educational requirements. All new Employees will be provided with a copy of their job description in their employment contract.

Copies of job descriptions are kept in the Co-operative's office. Job descriptions may be amended from time to time by the Co-operative. Employees will be provided with notice if there has been a material change to their duties and a revised copy of the job description.

The duties and responsibilities listed in an Employee's job description are not exhaustive. Employees are expected to perform tasks that are reasonably associated with that position.

2. PAYROLL AND EMPLOYEE CATEGORIES

Payroll Categories

- (a) **Salaried** - An Employee who receives a weekly, bi-weekly or monthly rate of pay regardless of hours worked.
- (b) **Hourly** - An Employee who is paid an hourly wage for hours worked. Part-time and temporary Employees are normally included in this category.

Employee Categories

- (a) **Permanent Full-Time** - an Employee who has been selected for an established permanent position, has successfully completed the required probationary period and normally works 30 hours per week or more on a regular basis. Permanent Employees may be placed on either the hourly or salary payroll.
- (b) **Permanent Part-Time** - an Employee who works less than 30 hours per week on a regular basis and works in a permanent position. Part-time Employees are normally placed on the hourly payroll.
- (c) **Temporary** - A position established by the Co-operative for a finite duration (no longer than six months) to cover long term absences, assist with work fluctuations, or fill in a

vacancy, with the definite understanding that his or her employment will terminate upon completion of the project or at the end of the designated period of time. Temporary Employees are ineligible for Employee benefits, and may work either full-time or part-time.

- (d) **Inactive** - An Employee who remains on either the hourly or salary payroll and who may be in receipt of benefits payment, but no pay. This category is also used for Employees who are on an approved leave of absence, for whatever reason, for a period that is longer than one month in duration.
- (e) **Probationary** -- An Employee who has been continuously employed by the Co-operative for less than three months.
- (f) **Manager**: An Employee who has the authority to direct the flow of work in a designated area or responsibility, who has one or more Employees reporting to him or her.

3. PROBATION

All permanent Employees are required to complete a probationary period. The probationary period is intended to give the Co-operative an opportunity to assess the Employee's overall performance and suitability or fit for the position he or she was hired into.

The probation period for new full-time and part-time Employees is three months. At the end of the probation period, either:

- a. Employment will be considered permanent at the discretion of the Board; or
- b. Employment will be terminated in accordance with the notice provisions noted in this section.

During the probationary period, Employees are not entitled to group benefits, nor are they entitled to take vacation.

The Co-operative may, in its sole discretion, terminate an Employee at any time during the probationary period. Employees terminated during the probationary period will not be entitled to any notice or pay in lieu of notice (unless otherwise stipulated in their contract of employment).

After the probation period, and unless their employment contract states otherwise, Employees are entitled to notice or pay in lieu of notice in accordance with the requirements of the Employment Standards Act (the ESA) as further described at section O of this Policy Manual.

G. PAYMENT OF WAGES

1. PAYROLL

Employees are paid on a bi-weekly basis. The Co-operative reserves the right to alter its payment

schedule.

The Co-operative will not provide Employees with pay advances.

2. PAY DEDUCTIONS

The law requires that the Co-operative make certain payroll deductions. Among these are applicable federal and provincial income taxes, Employment Insurance premiums and Canada Pension Plan contributions. Employees who have questions concerning why deductions were made from their paycheque or how they were calculated are to contact their Manager.

3. REMUNERATION REVIEW OF PERMANENT EMPLOYEES

Salaries and wages of all permanent Employees are set by the Board. They will be reviewed annually by the Board or a subcommittee, not later than ten weeks before the end of the fiscal year. The review shall be carried out as follows:

1. The Board of Directors or a subcommittee of the Board will establish parameters for negotiations with staff by determining upper and lower limits for salaries and wages.
2. The following factors will be taken into account in conducting the salary and wage review:
 - a. availability of funds;
 - b. increases in the cost of living;
 - c. seniority (i.e., length of time on staff);
 - d. merit (e.g., job attitude, quantity and quality of work, punctuality, attendance);
 - e. change in job description;
 - f. remuneration rates for comparable positions outside the Co-operative; and
 - g. increase in cost of benefits.

All permanent Employees will be given the opportunity to present salary requests to the Board.

Any salary or wage increases will take effect with the first complete pay period commencing in the new fiscal year.

The Board of Directors may also grant an increase during the fiscal year to an Employee, provided the provisions of the Spending Policy are followed.

H. EMPLOYEE BENEFITS AND ENTITLEMENTS

1. OVERTIME

Employees may be required or may request to work overtime from time to time. Employees are required to keep records of any overtime hours, detailing the time and date and submit these records

to the Manager.

Employees will be compensated for overtime work with time off in lieu of payment for extra hours worked. (Compensatory time is referred to as “lieu time”) Overtime work is not encouraged because, in the long term, it places a burden on other staff by disrupting schedule, the working to the detriment of services. Consequently, limits are placed on the amount of overtime that will be compensated with time off.

Overtime work must be authorized by the Employee’s Manager in advance. Only authorized overtime is eligible for lieu time.

Employees may not work more than **8** hours of overtime per week. Exceptions to this rule may be granted, but only with written permission from management or the Board.

The Co-operative must authorize an Employee taking lieu time. Employees are encouraged to take their lieu/ comp time as soon as possible after the overtime is incurred.

2. BREAKS

Employees are entitled to take a 30 minute unpaid meal break after five consecutive hours of work. If an employee works more than two periods of five consecutive hours in a day, he or she is entitled to a 30 minute unpaid break for each period. Employees must take their lunch periods in a manner that offers continuous coverage in order to meet the needs of members and to deal with any emergencies. Employees are not permitted to combine breaks or accumulate break time to the end of their shift in order to leave early.

3. GROUP BENEFITS

The Co-operative’s Employee benefit plan shall be determined by the Board and may be reviewed and amended from time to time.

A competitive employment benefits package has been developed for eligible Employees. The specific entitlements and plan descriptions are contained in a booklet prepared by the Co-operative’s insurer. Your manager has copies of the detailed descriptions of these benefits. Should you have any questions do not hesitate to contact him/her. The benefit plan and insurer may change from time to time. You will be notified if this is the case.

Important differences in benefit entitlement attach to each of the Employee categories, as follows:

- (a) **Permanent Full-time Employees** –All permanent Employees working at least 30 hours per week, after three months, are eligible for a private benefit plan, including short and long-term disability income replacement, comprehensive medical, dental benefits and dependent coverage, Employee may be ineligible for some or all benefits under the terms of the insurer’s benefits coverage For example if you have attained a certain age, the insurer may deem you to be ineligible for short term or long term disability coverage. The Co-operative takes no responsibility and is not liable for the refusal of the insurer to provide benefits to an Employee.
- (b) **Permanent Part-time, Temporary and Inactive Employees** – All Permanent Part-time, Temporary and Inactive Employees are ineligible for benefits, except as may be required

from time to time under the *ESA* ;

4. HOLIDAY PAY

Employees are entitled to all statutory holidays as set out in the *ESA*: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labor Day, Thanksgiving day, Christmas Day and Boxing Day.

Employees are also entitled to half day paid holiday on Christmas Eve and New Year's Eve.

Employees will be paid their regular rate of pay on each of these days off.

If an Employee works on a statutory holiday, he or she will be paid at a rate of 1.5x his or her regular hourly rate for the hours worked on that day.

Where a statutory holiday falls during the Employee's vacation, the day shall be considered a paid holiday and shall not count as a vacation day.

Where a statutory holiday falls on a weekend or other scheduled day off, the Employee is entitled to take the next scheduled working day as a paid holiday.

In conjunction with the holidays noted above, the Co-operative may be closed from December 24 to January 1, at the discretion of the Board. If this is the case, Employees are required to take regular working days during that time period as vacation days.

In addition to the above, each full-time permanent Employee may take one floating day per year, not to be carried over, at a mutually agreeable time. This is pro-rated for part-time Employees.

Religious Holidays

An Employee who celebrates religious holidays other than the statutory holidays may take an unpaid day off to celebrate those other religious holidays. Alternatively, the employer and Employee may agree that if the Employee chooses to work on a statutory holiday, he or she may take his/her respective religious holiday off as a substitute day and be paid public holiday pay for that day instead. Such arrangements must be approved in advance by the Co-operative and approval shall not be unreasonably withheld.

Staff meetings or other staff events will not be scheduled on days that are observed as religious

holidays by current active staff members.

5. SICK LEAVE

Employees are entitled to 12 days of paid sick leave per fiscal year, unless their employment contract provides for a greater entitlement.

Part-time permanent Employees will have their sick leave entitlement pro-rated.

Unused sick leave days may not be accumulated and transferred from one year to the next, and sick leave days have no cash value. Sick leave days may be used in advance and where sick leave days are exhausted, unpaid sick leave may be granted both at the Co-operative's discretion.

Absences from Work on Account of Sickness

Any Employee absenting himself or herself on account of personal sickness or the sickness of a physically dependent family member must notify his or her immediate manager at least two hours prior to the start of his shift, if possible. Further, the Employee must advise his or her immediate manager of his anticipated length of absence or must call his immediate manager on each day of absence. Such notification must be made by the Employee personally, unless the nature of the sickness or disability makes this impossible and this can be demonstrated to the satisfaction of the Co-operative.

Failure to inform your Manager/manager of your absence prior to the start of the shift without an acceptable reason may result in the Co-operative deeming the day an unpaid

leave and therefore denying the Employee pay for that day.

The Employee will be required to provide satisfactory medical evidence establishing his or her illness for any sick leave of more than three days, and for sick leaves of less than three days if the Co-operative demands it.

If an Employee fails to provide medical evidence as requested or required, the Employee may not be entitled to paid sick leave for the days he or she was absent.

6. LEAVES OF ABSENCE

Statutory:

The Co-operative understands that Employees may at some time in the course of their employment require a leave of absence. Employees are eligible for the following types of leave:

- Pregnancy;
- Parental;
- Family Medical;
- Organ Donor;
- Family Caregiver;
- Critically Ill Child Care;
- Crime- Related Death or Disappearance;
- Personal Emergency;
- Declared Emergency;
- Reservist; and
- Jury Duty.

The maximum time periods, rules about benefits and other entitlements during and after the leave and eligibility requirements for each type of leave including the period of notice the Employee must give the Co-operative are set out in Part XIV of the *ESA* and the *Juries Act* (Ontario) in the case of Jury Duty Leave. Employees should ensure they conform to these rules before requesting a leave.

We also understand that a leave of absence will not always be anticipated. In order to better accommodate your needs and ensure at the same time that we are to minimize any impact to the Co-operative's operations, we request that you submit your request for a leave of absence with any documentation to support your need for leave to the Manager as soon as you are aware that you will

require a leave of absence.

Additional Leaves:

Personal Days

Employees are entitled to a maximum of five paid Personal Days per year.

Employees may apply for unpaid Personal Days which will be granted at the discretion of the Board.

Bereavement Leave

Employees shall be entitled five (5) days of paid leave on death of an immediate family member. 'Immediate family member' includes: mother, father, stepmother, stepfather, brother, sister, stepbrother, stepsister, grandparent spouse (including same sex spouse), common law partner and children.

If the Employee has to travel outside of North America in relation to the death of an immediate family member, seven days of paid leave will be permitted.

Employees are also entitled to one day of paid leave on death of an extended family member (including aunt, uncle, cousin, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law) to attend the funeral.

Employees may apply for additional unpaid Bereavement Leave which will be granted at the discretion of the Board.

7. VACATION

Unless stated otherwise in the employment contract, Permanent Full-Time Employees are entitled to 15 days vacation per year during the first three years of employment, and 20 days per year after three years of employment.

Where entitlements are dependent on years of service, this will be calculated based on the

Employee's date of hire as a permanent Employee.

Probationary Employees will accrue vacation, but will not be permitted to take time off until completing the probation period. Requests to take vacation time in the probation period may be granted at the direction of the Co-operative.

Vacation days must be used within the fiscal year (**September 1st to August 31st**) and cannot be carried over into a new fiscal year. Where a new Employee starts part way through a fiscal year, his entitlement will be pro-rated for the remainder of the fiscal year.

Permanent Part-time Employees are entitled to 5% vacation pay on a pro-rated basis.

Vacation Requests

Employees must request vacation time at least two months in advance of the anticipated vacation. Vacation requests will be considered and granted by the Co-operative having regard to the operational requirements of the Co-operative

The Co-operative may assign vacation dates to Employees who fail to submit their request in a timely manner. The Co-operative will provide a written notice of the upcoming deadline to the Employee 1 month prior to assigning any vacation.

I. CODE OF CONDUCT

1. CODE OF CONDUCT

To maintain an atmosphere that is conducive to excellent member care and work practices, standards of conduct have been developed. Employees are required to:

- be loyal to the Co-operative, its mission, objectives and values;
- perform their work duties diligently and competently;
- be respectful and considerate towards the public, members and all Employees;
- be punctual and report absences in keeping with the Absenteeism and Lateness policy or Sick Leave policy;
- not consume alcohol or use drugs/addictive substances on the Co-operative premises or during working hours;
- treat all Employee records, member records and the Co-operative business information as highly confidential.
- protect the property of the Co-operative and that of all Employees;
- avoid entering into any situations where any actual, potential or perceived conflict exists between personal or professional interests and the obligation to act solely in the best

interests of the Co-operative

- refrain from socializing with members or tenants beyond their professional duties;
- practice safe work habits and encourage others to do the same;
- abide by and respect all of the Co-operative's by-laws and policies in the course of their work.

2. DRESS CODE POLICY

As an Employee of the Co-operative you are expected to present a professional and personable image. This is particularly important if you are in direct contact with the community we serve. Member confidence can be affected by the appearance of those who are providing support. Therefore, it is essential that personal grooming and appearance be appropriate throughout the working day.

3. CONFLICT OF INTEREST

The purpose of this Policy is to establish rules of conduct for Employees of the Co-operative with regard to possible conflicts of interest.

In some situations, the personal and/or business activities and interests of an Employee may be or may be perceived to be in conflict with those of the Co-operative. It is the Employee's responsibility to identify and to report any possible or actual conflict of interest, regardless of whether or not the Employee derives benefit, to the Manager for evaluation. All Employees are expected to comply with this policy. Failure to do so may give rise to cause for discipline and or discharge.

A 'Conflict of Interest' is any situation in which the interests of the Employee, whether financial or otherwise, could influence the Employee's decisions and/or impair the Employees ability to carry out his or her job duties and or obligations under his or her employment contract or this Policy Manual and includes but is not necessarily limited to:

- Acceptance of favors from a person or corporation having dealings with the Co-operative;
- Financial Interests: if an Employee directly or indirectly owns, is beneficially entitled to or has an interest in any land, building, leases, mortgage, goods, services, or contract which is

offered for option, sale, lease, or assignment to the Co-operative and/or persons receiving direct service from the Co-operative;

- The Employee has the opportunity to recommend or take part in a decision affecting the Co-operative's affairs, and the result of the decision may give the Employee, or a person related to the Employee, a financial or other benefit; or
- If an employee's outside activities conflict with his or her employment at the Co-operative.

A 'Related Person' includes a parent, spouse, same-sex partner, child, household member, sibling, uncle, aunt, nephew, niece, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, or a person with whom the Employee has a business relationship.

Reporting a Conflict of Interest

An Employee who has or may have a conflict of interest must report it to Manager.

The Manager must report any conflict of interest to the Board. The Board will consider the situation and determine if there is a conflict of interest. If so, the Board will determine the appropriate course of action for resolving the conflict and inform the Employee of same.

These procedures are in addition to, and do not replace, the requirements of the provincial statutes or common law.

Avoiding Conflict of Interest

Employees shall not engage in any conduct or enter into any contracts, arrangements, or agreements that may result in a conflict of interest.

All Employees must sign a conflict of interest declaration in a form to be determined from time to time by the Co-operative's Board of Directors. New Employees will sign the declaration when they begin their employment, and current Employees will sign such declaration annually.

Breach of Policy

Upon determining that an Employee has breached the provisions of this Policy, the Board may impose appropriate disciplinary action on such Employee, in addition to any other sanctions required by law, up to and including the termination of the Employee's employment with the

Co-operative.

J. HOURS OF WORK, ABSENTEEISM AND LATENESS

1. REGULAR HOURS OF WORK

All Full Time Employees are expected to work 37.5 hours per week.

Flexible hours may be arranged with the approval of management.

Hours for Part-Time Employees will be scheduled with their immediate Manager with at least one day's notice of a request to work.

2. OVERVIEW

Regular and punctual Employee attendance is of critical importance to the Co-operative and is a fundamental obligation of each Employee. The Co-operative recognizes, however, that events and circumstances may arise that require the absence of the Employee from the workplace.

Unless they are on an approved sick day or leave as provided for in this Policy Manual, Employees are required to report for work by the time, on the days and for the period of time prescribed for their position of employment. This requirement for attendance at work includes punctual arrival, being prepared to work by the scheduled time, and returning to work promptly after regularly scheduled breaks.

Poor attendance and excessive tardiness may lead to disciplinary action

3. TIMEKEEPING POLICY

All Employees are required to keep an accurate accounting of their hours of work by using the system provided by the Co-operative. (Employees are required to put in a daily fob application by fobbing in and out every working day)

Failure to accurately record your time may result in discipline leading to termination.

Altering, falsifying, tampering with time records, or recording time on another Employee's time record is an offence under the Criminal Code of Canada and will result in immediate

discharge.

K. HEALTH AND SAFETY

1. GENERAL PRINCIPLES

The Co-operative is committed to ensuring a safe and healthy environment for all its Employees, customers, suppliers and the public.

It is the policy of the Co-operative to:

- Comply with the requirements of the *Occupational Health & Safety Act* (Ontario) and its regulations.
- Take every reasonable precaution to maintain a safe and healthy work environment.
- Ensure that all Employees work in a safe manner, report hazardous conditions and unsafe practices of others and immediately report workplace injuries to the Manager.
- Instruct and train staff in safe work practices and procedures.
- Ensure that all contractors / subcontractors and their workers meet or exceed our Co-operative's Health and Safety standards.
- Obtain the cooperation of management and staff in carrying out the above objectives.

Safety is everyone's responsibility; it rests with each individual Employee and all levels of management.

Employee participation and support is vitally important to maintaining and improving health and safety in our work environment.

All accidents, no matter how minor, must be reported immediately to management. We want to make sure that all injuries get proper medical attention. All accidents will be investigated to ensure that similar incidents are prevented.

2. RIGHTS AND DUTIES OF EMPLOYEES

Duties:

In order to meet our joint obligations under the *Occupational Health and Safety Act* (the **OHSA**),

Employees are required to:

- Use or wear the equipment, protective devices or clothing that the Co-operative requires;
- Notify the Manager of the absence of or defect in any equipment or protective device, which may endanger himself, herself or another worker;
- Notify the Manager of any contravention of OHSA or the regulations;
- Notify the Manager of the existence of any hazard;
- Refrain from removing or making ineffective any protective device required by the regulations or by the employer, without providing an adequate temporary protective device and when the need for removing or making ineffective the protective device has ceased, the protective device shall be replaced immediately;
- Refrain from using or operating any equipment, machine, device or thing or work in a manner that may endanger himself, herself or any other worker; and
- Refrain from engaging in any prank, contest, feat of strength, unnecessary running or rough and boisterous conduct (which may detract from a safe and healthy work environment).

Reporting hazards

Reporting should be done immediately if the hazard presents imminent risk to any Employee, otherwise the hazard can be reported prior to the end the working day.

The Manager will attempt to resolve the concern as soon as possible, and will keep the Employee informed of the status of the concern.

If the matter is considered a serious hazard risk, the Manager, affected Employee and, if applicable, the health and safety representative should be called to suggest remedial action. A written report including a description of the hazard and all actions taken should go to the Board.

Reporting accidents or illness

Employees must immediately report to the Manager all accidents or illnesses that occur at work, whether the incident is considered serious or not. An accident/illness incident report must be completed by the Employee and the Manager. The report will outline all the circumstances of

the accident/illness, as described by the injured/ill Employee, and will include the following:

- the date and time of the event
- the names of witnesses
- the nature and exact location of the injuries to the worker
- the date, time and nature of each first aid treatment/advice given

Rights

Pursuant to the OHSA, you may have the right to refuse work where there is a risk of workplace violence or serious harm to you due to an issue with missing or defective equipment or any safety device. If these circumstances arise, you should immediately report to your Manager so that he or she may investigate the issue. The manager in conjunction with a member of the Health and Safety Committee will direct you on how to proceed. Under no circumstances should you leave the workplace without being instructed to do so by your Manager.

3. HEALTH AND SAFETY TRAINING

Employee Orientation

All new Employees will receive an orientation, which will include details on the Co-operative's health and safety policy and program and stressing the importance of health and safety to the non-profit and the Employee's role. The Employee will also be given in writing any safety instructions, and/or material safety data sheets, required to perform their job. The Employees need for job training will be assessed at this time and training arranged if necessary.

Training

All Employees will receive adequate, appropriate training in order to perform their job safely at the Co-operative's expense.

During the orientation process, the Co-operative will assess the need to provide Employees with first aid, CPR and WHMIS (Workplace Hazardous Material Information System) training. The cost of any course that any Employee is directed to take will be paid for by the Co-operative.

Upon successful completion of any courses, the Employee must provide a copy of certification to their immediate Manager to be included in their personnel file.

4. PREVENTATIVE MEASURES

Clothing and Equipment

Protective clothing, devices and other equipment deemed necessary to protect Employees from disease or injury will be supplied by the Co-operative. The health and safety committee will be involved in the selection of these items and the terms and conditions under which they are to be

used.

Medical and First Aid

The Co-operative will ensure that at least one first aid kit is in the Co-operative office, in an easily accessible place.

In case of an injury or illness the Employee should:

- go to the nearest first aid station immediately and notify a staff member trained in first aid
- if the injury or illness is serious (or you are not sure how serious it is) go to a doctor or hospital. The Co-operative is responsible for providing transportation to medical treatment and may call an ambulance and/or assign someone to accompany the Employee
- report the accident or illness using the Co-operative's reporting procedures.

5. INVESTIGATING ACCIDENTS

The Co-operative will ensure that all incidents or accidents are properly investigated.

In the case of a serious accident or incident, the Manager will:

- Alert Employees
- Determine the cause through interviewing witnesses and on-site assessment of the scene
- Identify primary/secondary hazardous conditions, unsafe actions and causes
- Determine if the accident or incident could have been prevented, and recommend prevention/remedial action to the designated health and safety representative. Include the recommendations acted upon with the incident report
- Review previous records to determine if it is a repeat accident/incident. If it is, discover if the accidents/incidents are related and if the action taken on the previous occasion was sufficient
- Take necessary action to prevent another similar accident/incident, including communicating written recommendations to Employees
- Make necessary revisions/additions to the Co-operative's policies and procedures.

L. WORKPLACE VIOLENCE AND HARASSMENT

Definitions:

- Worker** mean an employee at the Co-operative who performs work for monetary compensation or a student at the Co-operative who performs work for no monetary compensation as part of a program approved by a secondary school or college of applied arts and technology, university or other post-secondary institution.
- Workplace Harassment** means making vexatious comments or engaging in vexatious conduct against a Worker at The Co-operative that is known or should be known to be

unwelcome, including putting undue pressure on a Worker or behaving in a manner that may be perceived as intimidating or threatening towards a Worker and includes Workplace Sexual Harassment. Harassment may also relate to a form of discrimination as set out in the Code.

The following are some examples of harassment: offensive or derogatory jokes/comments (i.e. racist/sexist etc.), insults, leering, spreading hurtful rumors, swearing, name calling, hand gestures, electronic or physical display of pornography, making threats, unwanted touching, unwanted sexual attention, threatening gestures, bullying, and any comments or acts which have the effect of belittling, demeaning or humiliating anyone in the workplace.

- c. **Workplace Sexual Harassment** means engaging in a course of vexatious comments or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.
- d. **Workplace Violence** means the exercise of physical force by a person against a Worker at the Co-operative, that causes or could cause physical injury to the Worker; An attempt to exercise physical force against a Worker that could cause physical injury; and/or A statement or behaviour that it is reasonable for a Worker to interpret as a threat to exercise physical force against him or her, in a workplace, that could cause physical injury.

For the purposes of this Workplace Violence and Harassment Policy, the term **Workplace Violence and Harassment** will be used to refer collectively to Workplace Harassment, Workplace Sexual Harassment and Workplace Violence.

Workers' Rights

- a. To work in a workplace free of violence and harassment from members, other Employees, the Manager, contractors, suppliers and board members.
- b. To refuse or stop work if he/she has good reason to believe that there is a risk of workplace violence that is likely to pose a danger.

Statement of Principles and Practices

- a. The Co-operative recognizes its obligation under the Ontario *Occupational Health and Safety Act* (the **Act**) requires The Co-operative to develop policies to promote health and safety in the workplace, including preventing and addressing Workplace Violence and Harassment;
- b. The Co-operative recognizes the dignity and worth of every person, and is committed to providing Workers with a safe, respectful and healthy environment free from Workplace

Violence and Harassment on the basis of a Code ground or otherwise. The Co-operative will promote respectful conduct towards and amongst Workers at all times.

- c. The Co-operative will take all reasonable measures necessary to ensure the safety and security of its Workers and to reduce or eliminate the risk of violence.
- d. The Co-operative will take all complaints of Workplace Violence and Harassment reported by Workers seriously and investigate them expeditiously and in a serious manner and take all steps necessary to end the Workplace Violence and Harassment.
- e. If the Co-operative becomes aware, or ought reasonably to be aware, that domestic violence that would likely expose a Worker to physical injury may occur at The Co-operative, The Co-operative will take every precaution reasonable in the circumstances for the protection of the Worker.
- f. The Co-operative recognizes and will fulfill its duty to advise a Worker of the risk of Workplace Violence, where a person has a history of violent behaviour and the Worker can be expected to encounter that person at work, and the risk of workplace violence is likely to expose the Worker to physical injury. The Co-operative will not provide the Worker with more personal information about the potentially violent person than needed to protect the Worker from physical injury.
- g. The Co-operative will inform the appropriate public authorities if it determines at any point in time that a criminal offence may have been committed.
- h. This Policy and a copy of the *OHSA* will be posted in PM office at The Co-operative.

Procedure for dealing with Workplace Violence and Harassment:

All information gathered in the course of a complaint by a Worker of Workplace Violence and Harassment will be treated as confidential information and will not be disclosed unless the disclosure is necessary for the purposes of investigating or taking corrective action with respect to the incident or complaint.

If a Worker feels that there is an immediate risk of harm to him or herself or someone else on The Co-operative property, the Worker should immediately call 911. If the Manager believes that the safety of a Worker or someone else on The Co-operative property is at risk, the Manager must

immediately direct the person engaging in or threatening to engage in Workplace Violence or Harassment to leave The Co-operative property and call 911.

Informal options for Resolution

A Worker may seek resolution of a harassment issue through informal means such as by addressing the person who engaged in Workplace Violence or Harassment directly and advising them that their conduct is unwelcome.

Where the complaint is against the Manager (and the Worker does not feel comfortable addressing the Manager directly), the Worker may seek informal support and advice from the Board on how to resolve the issue informally.

Making an informal complaint does not prevent the Worker from later making a formal complaint whether or not the issue is resolved.

Formal Complaints and Investigation Process

- a. If a Worker believes he or she has been subjected to Workplace Violence and Harassment, the Worker should report the matter to the Manager in writing within 48 hours or as soon as reasonably possible (the Complaint). If the Worker believes the Manager has engaged in Workplace Violence and Harassment, the Worker should make the complaint to the Board of Directors (the Board).
- b. The Complaint should include the Worker's name and the name of the person(s) alleged to have engaged in Workplace Violence and Harassment (the Respondent), specifics of what happened, dates, times, location and the names of any potential witnesses. The Complaint must be signed and dated.
- c. The Manager/One or more members of the Board or at the Board's discretion, an external third-party (the Investigation Team) will investigate the Complaint within two weeks of receiving it. Under no circumstances will the Respondent form part of the Investigation Team.
- d. The Investigation Team will not conduct a full investigation if, after it speaks to the Complainant, it decides that the complaint is false, made in bad faith or does not meet the basic criteria for Workplace Harassment or Workplace Sexual Harassment.
- e. As part of the investigation, the Investigation Team may meet with the parties to seek more information about any facts set out in the Complaint; gather written or oral evidence; and interview other Workers or persons who may have witnessed the alleged acts of Workplace Violence and Harassment
- f. The Investigation Team will always give the Respondent a chance to respond to the allegations, either verbally or in writing.
- g. The Investigation Team will prepare a brief written report of its findings regarding the incident. The report will state whether the allegations were found to be true, make recommendations to address the Complaint and outline any corrective action that has been or will be taken by The Co-operative. The report will be presented to the Board for review

and a decision will be made about what steps will be taken. After the Board's review, the final report will be provided to the Complainant.

- h. The Board must call the Ministry of Labour Health & Safety Contact if a Worker has been seriously injured (i.e. physically).

Consequences of a finding of Workplace Violence and Harassment:

If The Co-operative believes, based on an investigation or otherwise that a Worker has engaged in Workplace Violence and Harassment, The Co-operative may take corrective or disciplinary action against the Worker. The nature and extent of that action will be determined by The Co-operative in its sole discretion.

Possible actions include but are not limited to:

- a. Requiring the Worker to submit an apology with a formal commitment not to repeat the behaviour;
- b. Reprimanding, suspending (with or without pay), demoting or terminating the worker's employment at The Co-operative; and
- c. Calling the police to report the Workplace Violence or Harassment.

Risk Assessment:

The Co-operative will assess the risks of Workplace Violence that may arise from the nature of the workplace, the type of work or the conditions of work at The Co-operative as needed and on a yearly basis, at minimum (the Risk Assessment).

The Risk Assessment may include review of records and reports i.e. security reports, employee incident reports, staff perception surveys, health and safety inspection reports, first aid records or other related records. Specific areas that may contribute to risk of violence may include: contact with public, exchange of money, receiving doors, working alone or at night etc. Research may also include a review of similar workplaces with respect to their history of violence.

The Co-operative will advise the workers of the results of the Risk Assessment and, if it is in writing, provide copies on request or advise the Workers how to obtain copies

The results of the Risk Assessment and this Workplace Violence and Harassment Policy will be reviewed by The Co-operative representative on an annual basis or more frequently if needed.

M. ANTI-DISCRIMINATION AND HARASSMENT POLICY

The Co-operative is committed to providing a work environment that is free from discrimination and harassment. The Co-operative and Employees are required to comply with the Ontario *Human Rights Code* and ensure that there is no discrimination, interference, harassment or coercion exercised or practiced with respect to any Employee member, Director or any other person at the Co-operative, by reason of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex,

sexual orientation, gender identity, gender expression, age, marital status, family status or disability (the **Code Grounds**).

Harassment by Employee

Actions, words, jokes or comments made by an Employee (whether in the workplace or outside of the workplace) based on any of the Code Grounds will not be tolerated. This behavior will be treated as misconduct and subject to discipline up to and including termination for cause.

Employees are encouraged to raise any concerns about discrimination or harassment with the Manager or the Board as appropriate, on their own behalf or on behalf of a co-worker, without fear of reprisal.

Harassment by Member or Public

If an Employee experiences any discrimination or harassment from a member of the Co-op or a member of the public, it is his or her right and responsibility to tell the individual firmly and courteously that the behavior is unwelcome. The Employee should inform the Manager of the discrimination or harassment immediately.

The Co-operative will conduct an investigation into any matter of this nature and take all appropriate steps to end the harassment.

Leave During Investigation of Harassment by Employee

Depending on the nature of the incident(s), the Co-operative recognizes that an Employee may not be able to return to work right away or be in proximity to his or her harasser while the investigation is ongoing.

If this is the case, the Co-operative will identify temporary accommodations until the investigation is complete and permanent recommendations are made.

Accommodation Requests

The Co-operative provides reasonable accommodation to Employees (or job applicants) who request and require it on the basis of one of the Code Grounds, unless doing so would cause undue hardship to the Co-op.

Employees or applicants who require accommodation must provide all necessary information to enable the Co-op to determine their needs and a suitable accommodation. The Co-op is committed to working with Employees and applicants in designing accommodations and providing accommodation in a manner that respects each individual's inherent worth and dignity.

Every effort will be made to ensure that the impact of accommodation for one individual or group will not discriminate against another individual or group protected by the Code.

N. ACCESSIBILITY POLICY

Statement of Commitment

The Co-operative is committed to making its services and accessible to persons with disabilities,

pursuant to the *Accessibility for Ontarians with Disabilities Act*, 2005. The Co-operative observes the following policies regarding accessibility of Co-operative services.

1. Information and Communications Standards

Feedback

A parent who wishes to file a complaint against the Co-operative in accordance with the Complaint Protocol, may do so in writing or verbally. The Co-operative will provide or arrange for alternate accessible formats and communications supports, upon request.

Accessible formats and communication supports

Upon request by a parent, child or member of the public, the Co-operative will provide information including the ledgers, invoices and/or any other relevant and publically accessible information in an accessible format and with communication supports where necessary. The Co-operative will do so in a timely manner and at a cost no greater than the regular cost charged to other persons.

If a person makes a request for information in an accessible format or communication supports, the Co-operative will consult with that person to determine the most suitable accommodation.

Emergency and public safety procedures and policies

The Co-operative will provide its procedures and policies relating to emergencies and public safety in an accessible format and with communication supports upon request.

2. Accessible Customer Service Plan

The following principles guide the Co-operative's provision of services to persons with disabilities:

1. Services must be provided in a manner that respects the dignity and independence of persons with disabilities.
2. Services to persons with disabilities and others must be integrated unless an alternate measure is necessary to enable a person with a disability to obtain, use or benefit from Co-operative's services. This means that the Co-operative will make its best efforts to provide services to persons with disabilities in the same manner and location as other persons
3. Persons with disabilities must be given an opportunity equal to that given to others to obtain, use and benefit from the Co-operative's services.

Assistive devices

The Co-operative will ensure that persons with disabilities who require assistive devices are able to use and benefit from the Co-operative's services in a manner equal to that of other persons. The Co-operative will work with persons with disabilities to make a plan for accessing the Co-operative's services that includes use of the assistive device.

The Co-operative will ensure that its employees are trained and familiar with various assistive

devices that may be used by those with disabilities while accessing the Co-operative.

Communication

The Co-operative will communicate with people with disabilities in ways that take into account their disability. The Co-operative is committed to working with persons with disabilities to determine the best method of communication and implementing those methods wherever possible.

Service animals

The Co-operative welcomes people with disabilities and their service animals. Service animals are allowed on the parts of the Co-operative's premises that are open to the public, unless the service animal is otherwise excluded by law.

Support persons

A person with a disability, who is accompanied by a support person, will be allowed to have that person accompany them on the Co-operative's premises.

Notice of temporary disruption

In the event of a planned or unexpected disruption to services or facilities for persons with disabilities i.e. washrooms, the Co-operative will notify the public, including persons with disabilities, promptly.

This clearly posted notice will include information about the reason for the disruption, its anticipated length of time, and a description of alternative facilities or services, if available. The notice will be placed at the entrance to the Co-operative and transmitted by other means- for example, online- to ensure that the notice reaches those persons potentially affected.

Training for Employees

Co-operative provide training on this policy as part of an Employee's orientation, on a yearly basis

and when changes are made to this Accessibility Policy or other policies for persons with disabilities.

Training will include:

- An overview of the *Accessibility for Ontarians with Disabilities Act, 2005* and its requirements
- An overview of this Accessibility Policy and the person's responsibilities in connection with it
- How to interact and communicate with people with disabilities, including those persons who use an assistive device or require the assistance of a service animal or a support person;
- How to use equipment or devices available on the provider's premises or otherwise provided by the provider that may help with the provision of goods or services to a person with a disability.
- What to do if a person with a disability is having difficulty in accessing the Co-operative's services
- An overview of the Co-operative and Employees' obligations under the Ontario *Human Rights Code*.

3. Feedback process

Anyone who wishes to provide feedback or lodge a complaint about the Co-operative's services to

people with disabilities can do so by contacting the Manager:

- By written feedback through the office mailbox at the Co-operative;
- In person to the Manager at the Co-operative; or
- By telephone at (416)244-3939

Complaint Process

1. All feedback and complaints with respect to the Accessibility Policy will be received by the Manager and passed on to the Board;
2. The Board will consider the feedback or complaint and respond within two days;
3. If the Board finds that the Co-operative has acted in violation of this Accessibility Policy
 - a. The Board will invite the complainant to a meeting;
 - b. At that meeting, the Board and the complainant will discuss strategies for how the board can provide more accessible services to the complainant and others with disabilities;
 - c. After the meeting, the Board will develop an implementation plan setting out
 - i. What changes must be made to accessibility policies and practices at the Co-operative;
 - ii. Who is responsible for those changes; and
 - iii. The timeline for implementation.

O. TERMINATION OF EMPLOYMENT

1. TERMINATION WITHOUT CAUSE

On termination without cause, permanent Employees, except for those in the probation period and unless their employment contract states otherwise, shall be given notice or pay in lieu of notice in accordance with the requirements of the *ESA*.

[ALTERNATIVELY, if you want to offer more notice]

On termination without cause, permanent Employees, except for those in the probation period and unless their employment contract states otherwise, shall be given notice or pay in lieu of notice in accordance with the following table:

Period of Employment (up to)	Notice Period (weeks)
6 months	1
1 year	2
3 years	4
5 years	6
6 years or more	8

Despite the notice requirements under the *Employment Standards Act, 2000* or its successor, permanent Employee whose position is terminated without cause for reasons not related to his or her job performance and has been employed for less than one year is entitled to either one month's written notice or pay in lieu of notice pursuant to the ESA.

2. TERMINATION WITH CAUSE

If the Co-op terminates an Employee with cause, that is fires the employee because of misconduct, inability to perform their job duties or any other reason that the Co-operative, in its sole discretion determines is justification for terminating the Employee, the Employee will not be entitled to notice or pay in lieu of notice.

Progressive Discipline

In the event that an Employee fails to meet the requirements of their job or engages in misconduct, a system of progressive discipline will be utilized unless the circumstances justify immediate termination.

The Co-operative believes that a fair and just disciplinary process is based on three foundations:

- a. Rules and regulations to guide Employee behavior;
- b. A system of progressive penalties that range from verbal warnings to written warnings to suspension from the job to termination. The severity of the penalty is a function of the nature of the behavior that warranted discipline and the number of times it has occurred; and
- c. An appeals procedure to ensure Employees may provide feedback on disciplinary measures.

Procedure

In the event an Employee fails to meet the requirements of their job (the Employee Requirements) or engages in misconduct, the Co-operative will follow the below process of progressive discipline.

At each step up to termination, the Co-operative will provide the Employee with a copy of and/or description of the correct policy, practice or procedure and a model of appropriate behavior in the

circumstances as well as informed that further occurrences of that behaviour or other behaviors that fail to meet the Employee Requirements will result in further discipline.

1. **Verbal Warning:** The Employee will be informed verbally of the specific behaviour he or she engaged in that failed to meet the Employee Requirements. The discussion will be documented in writing to confirm the matter has been addressed.
2. **Written Warning:** The Employee will be provided with a written report describing the specific behavior he or she engaged in that failed to meet the Employee Requirements.
3. **Suspension:** The Employee will be provided with a written report of the specific behaviour he or she engaged in that failed to meet the Employee Requirements and temporarily suspended from his or her employment at the Co-operative. The duration of the suspension will depend on the circumstances.
4. **Termination:** The Employee will be terminated from his or her position.

Appeal

The Employee may appeal disciplinary action taken by the Co-operative in writing to the Manager. The appeal must include the reasons why the Employee believes the disciplinary action was inappropriate in the circumstances and any evidence the Employee has to support the grounds of his or her appeal.

The Board will review the appeal to determine if it is substantiated and provide a written response within 7 days of the appeal being submitted. If the Board determines that there are adequate grounds for appeal, it may take whatever steps it deems necessary in the circumstances including declaring that the appealed action is not to be considered in future applications of the progressive discipline policy to the Employee.

Immediate Termination

The following is a list of Employee acts that may be considered just cause for immediate termination without progressive discipline or notice of termination:

- Intentionally supplying false or misleading information when applying for employment.
- Engaging in illegal activity at the Co-operative, during work hours or in any other circumstances in which the actions of the Employee may be considered a reflection on the Co-operative or impact on the Employee's ability to perform his or her job duties, whether or not the employee has been charged or convicted of a crime in relation to that illegal

activity. Illegal activities that may be grounds for immediate termination without progressive discipline **include but are not limited to:**

- Possessing dangerous or deadly weapons on Centre premises;
 - Theft and misappropriation or intentionally causing damage or destroying member or Co-operative property;
 - Engaging in or threatening verbal, physical or sexual assault against a child, employee, parent or any other person at the Co-operative;
 - Viewing, transmitting or producing child pornography or engaging in any sort of sexual or intimate behavior or relationship with a child under 18;
 - Engaging in harassing or discriminatory behavior in person, online or otherwise; and
 - Sale or use of illegal drugs or alcohol.
- Falsifying or falsely altering Co-operative records.

Any other act or series of acts that the Co-operative, in its sole discretion, determines is serious enough to warrant immediate termination.

4. **RESIGNATION**

Unless their employment contract provides otherwise, Employees are required to provide a minimum of one (1) months' notice of resignation in writing.

P. PROBLEM RESOLUTION/GRIEVANCE PROCEDURE

Concerns and complaints of an informal nature are to be discussed with, and if possible, resolved with the Manager.

If an Employee believes that a condition of employment or a decision affecting them is contrary to the requirements of a Co-operative policy, they are encouraged to make use of the following steps:

1. The Employee presents the problem to the Manager as soon as possible after the incident occurs.
2. A Complaint Form should be submitted to the Board, that includes the Employee's name and position, the date(s) of the event(s) giving rise to the grievance, a description of the grievance and alleged violations of Co-operative policies or the employment contract, and the remedy sought.
3. The Manager will provide a written response to the Employee's complaint or request for adjustment within 10 business days.
4. If the Manager is unable to resolve the problem, or does not have authority to implement the recommended solution, he or she may escalate the issue to the or Board.
5. The Board of Directors shall meet with the Employee, and other parties as necessary, at its next regular meeting or at a special meeting called for this purpose.
6. Following review of the grievance and discussion with the Employee who grieved and any individual or group grieved against, a subcommittee of the Board shall render a decision in writing, within five working days of receipt of the grievance.
7. A copy of the written response Manager and/or the Board will be presented to that Employee and be placed in the Employee's file.

EMPLOYEE ACKNOWLEDGEMENT

I have read and understood and agree to abide by policies and procedures contained in this Policy Manual:

Employee Name (print) _____

Employee Signature _____

Date _____